

STATE OF MAINE  
ConnectME Authority  
Agreement to Purchase Services

THIS AGREEMENT, made this 26th day of August, 2009, is by and between the State of Maine, ConnectME Authority, hereinafter called "Department," and James W. Sewall Company, located at 136 Center Street, PO Box 433, Old Town, ME, telephone number (207) 827-4456, hereinafter called "Provider", for the period of: Project Part 1, September 1, 2009, to September 30, 2012; Project Part 2, September 1, 2009 to September 20, 2012, contingent on Federal Grant funding.

The AdvantageME Vendor/Customer number of the Provider is VC1000039205

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B-IT - Payment and Other Provisions
- Rider C - Exceptions to Rider B-IT
- Rider G - Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 3 original copies.

ConnectME Authority

By: Phillip W. Lindley  
Phillip W. Lindley, Executive Director

and

James W. Sewall Company

By: James H. Page  
James H. Page, Chief Executive Officer

Total Agreement Amount: Project Part 1, \$0.00 (\$450,000.00 ConnectME Fund)  
Project Part 2, \$1,249,000.00 (Contingent on Federal Grant Funding)

Approved: Betsy M. Samson  
Chair, State Purchases Review Committee  
BP54 (Rev 9/07) - (Rev Rider B-IT 7/15/09)

SEP - 2 2009

UNENNUMBERED  
SEP - 2 2009  
NO FUNDS RESERVED  
FOR THIS CONTRACT

AdvantageME No: CT-18B-20090825\*1390

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**AdvantageME ACCOUNT CODING**

VCNUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC1000039205	\$0.00	038	18B	1050							

VCNUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

**Department Account Coding And Approval For Use by OIT**  
(As needed, Department completes applicable fields)

Department Name: ConnectME Authority  
 Department Contact Name and Phone Number: Phillip W. Lindley  
 Address: 138 Statehouse Station, Augusta, ME 04333-0138  
 Department Internal Agreement Number (if applicable): \_\_\_\_\_

Agreement Start Date: 9/1/2009 Agreement End Date: 9/30/2012

RFP Number: RFP-CME-#18B-200902373

Service/Program Name: Broadband Mapping and Inventory Project

Fixed Asset Name (if applicable): \_\_\_\_\_

Fixed Asset Improvement (Y/N) \_\_\_\_\_

**Type of Agreement**

New  Amendment

ACCOUNT #	FY 2010 Encumbrance	FY 2011 Encumbrance	Agreement Total
NA -- Connect ME Authority Funds -- surcharge on telecommunications fees			
Non-encumbered agreement.			
Example: 010.18F.0291.01.5312			
Total			

**Approval Signatures:**

Program Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Approver: \_\_\_\_\_ Date: \_\_\_\_\_

Department Approver: \_\_\_\_\_ Date: \_\_\_\_\_

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

The ConnectME Authority intends to submit a grant application for funds available through the National Telecommunications and Information Administrations (NTIA) to support its initiative. However, to be eligible for these NTIA funds, the project must be extended to include federally initiated deliverables for the development of a national map representing the availability of broadband service which were not included in the Department's original RFP for this project. The deliverables defined in the RFP for the ConnectME Authority's project are relevant to the national project. Nevertheless, the additional deliverables defined for the National Recovery Act funded project will only be completed upon the award of a grant from NTIA. Therefore, it is the intent of the Department to execute this contract in two parts.

Part I Tasks (tasks 1-15) comprise the original project requested by the Department. Sewall understands that tasks 1-15 are to be completed independently of whether the ConnectME Authority is successful in its application to the NTIA for funds. Part II Tasks (tasks 16 – 29) will be executed only upon the award of grant funding from NTIA.

Project Part I Tasks:

1. Establish a template Non-Disclosure Agreement (NDA) document that meets the requirements set forth in Maine State law, the ConnectME rules, and the guidelines/requirements set forth in the NTIA Notice of Funds Availability for the State Broadband Data and Development Program issued July 1, 2009 to promote the use of data from Broadband Service Providers (SPs) concerning the location of their broadband infrastructure within the State of Maine.<sup>1</sup>
2. Execute the project NDAs with those SPs who will participate in the mapping project program as provided in the aforementioned NOFA and related NOFA for the Broadband Technology Opportunity Program.
3. File originals and copies of the executed NDA documents with the Department and the Service Providers.
4. In coordination with the Department, develop tools to assist with the collection of SP data and to validate that minimum coverage standards for the mapping project have been satisfied.
5. Establish a web-based interface and accompanying tools to facilitate the collection and updating of address records, mapping files, and other suitable materials to support the creation and maintenance of an enhanced statewide map of broadband service availability.
6. Using data provided by the SPs, create a geographic, street-level statewide inventory of "wired" (i.e. DSL, cable modem, fiber) and "fixed-wireless" high speed (broadband) internet service to identify where current terrestrial broadband service and infrastructure does or does not exist. The data will include service type, transmission speed, and service provider.

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<sup>1</sup> The Authority uses for the definition of "broadband," the Federal Communications Commission (FCC) definition of "basic broadband tier 1," which refers to services equal to or greater than 768 kbps, but less than 1.5 mbps in the faster direction. The level of detail and definitions of broadband shall be catalogued in the assessment and should comport to those described in any pertinent rule adopted by RUS, NTIA, and the FCC in connection with the implementation of the ARRA, so that the assessment is capable of supporting the application by any grantee in Maine for subsequent funds to enhance the broadband infrastructure in Maine.

7. Using data sources gathered from SPs and the Maine Office of GIS provide a GIS-ready dataset suitable for use by the Department and that meets accuracy standards adequate for 1:24,000-scale mapping. The mapping will represent road segments coded as to availability of DSL and/or cable internet, including transmission speeds and levels and types of service. As stated in the RFP, the State's E-911 road centerline data will form the basis of this primary dataset where available. The resulting dataset will be in the UTM coordinate system, zone 19N, NAD83 in ESRI shapefile format.
8. Using data sources gathered from SPs and the Maine Office of GIS provide a GIS-ready dataset suitable for use by the Department and that meets accuracy standards suitable for 1:12,000-scale mapping. This mapping will represent fixed-wireless broadband service availability. The dataset will include terrain-corrected and, where available, building-corrected transmission areas for fixed-wireless broadband providers so that areas blocked from service by buildings, mountains, or hills are shown as not receiving service. The resulting dataset will be in the UTM coordinate system, zone 19N, NAD83 in ESRI shapefile format.
9. In un-served areas, and to the extent facilitated by using available project data sources, identify public and private infrastructure (towers, etc.) that might be utilized to provide broadband service.
10. Develop a work process to facilitate a bi-annual update of the aforementioned products and deliverables. Document this process for training and reference by project team members.
11. Pilot and, if necessary, revise processes for the implementation of the systems for map product updating. Document this process for training and reference by project team members.
12. Assist the Department in deploying these systems within the State's IT and GIS infrastructure as per Sewall's proposal.
13. Provide Department and State personnel with training on the use and maintenance of these systems as per Sewall's proposal.
14. Provide technical support to users of these systems for the period of the contract as per Sewall's proposal.
15. Throughout the project, provide project management services including work plan documents, attending meetings, creating regular progress reports summaries, coordination of work teams, and management of the team's schedule to meet project deadlines for the period of the contract.

Project Part II Tasks (Contingent on receiving Federal Grant Funds):

16. In coordination with the Department, participate in and execute collaboration activities with other State-level agencies, local authorities, non-profit entities such as MaineREN, Native American tribal authorities, business community interests, and other key stakeholders who may contribute to the successful completion of a statewide broadband service map. Activities would be designed to gain access to existing data and to increase awareness of the mapping project and resulting products and services.
17. Collect and assemble a substantially complete address level data table depicting the availability of broadband service including technology type, advertised speed, "expected actual" speed, and end user type. Information so provided will comply with any pertinent rule adopted by RUS, NTIA, and the FCC in connection with the implementation of the ARRA.
18. Collect data and produce a shapefile depicting wireless service not provided to a specific address (mobile wireless) including Provider Name, DBA name, FCC registration number (FRN), technology used, transmission spectrum, advertised speed, and typical speed. Information so provided should

comply with any pertinent rule adopted by RUS, NTIA, and the FCC in connection with the implementation of the ARRA.

19. Collect data and assemble a table representing the "last mile connection points" for each broadband service provider. Information so provided will be used as part of independent analysis of those locations where service is made available. This data will be maintained as confidential information by the project team.
20. Collect data and assemble a table representing the "middle-mile connection points" for each broadband service provider with attributes representing provider name, DBA name, FRN, ownership, serving facility capacity, serving facility type, latitude and longitude coordinate, and elevation. Information so provided should comply with any pertinent rule adopted by RUS, NTIA, and the FCC in connection with the implementation of the ARRA.
21. Collect data and assemble a table representing "community anchor institutions" with attributes representing institution name, address, category based on defined codes, service availability, latitude and longitude coordinate, downstream and upstream service speed. Information so provided should comply with any pertinent rule adopted by RUS, NTIA, and the FCC in connection with the implementation of the ARRA.
22. Execute updates of these data and map items based on new information at six month intervals for years 1 – 3 of the 5-year mapping project. Updates for year four and five are scheduled to be completed by State personnel upon transfer of process responsibilities.
23. Investigate the availability of commercially available address data for the State of Maine. Report the findings of this investigation. If advantageous to the project, incorporate this data into the mapping project strategy.
24. Provide field data collection services to support specific data development and data verification requirements of the project plan.
25. Conduct refinement of the broadband availability data and maps using LIDAR data, photogrammetric mapping, and other field collected or generated data that may be developed by the Department in support of the long-term broadband mapping program. Services will include integration into the tabular and GIS data sets and map products and refinement of location and service representations based on this new information. Such refinement would be used to enhance information representing underserved subscribers of broadband such as those blocked from reception of wireless service by natural or manmade features.
26. Conduct analysis of broadband mapping and availability data with available census data to support the activities associated to development of a long-term broadband sustainability plan within the State of Maine. This task to be defined further by the Department as the strategy develops.
27. Provide additional project management and consulting services to guide the development and delivery of these additional products. Services so provided should comply with any pertinent rule adopted by RUS, NTIA, and the FCC in connection with the implementation of the ARRA.
28. Document and transition the work process developed from these tasks to State personnel who will take ownership of the updating processes.
29. Provide training of Staff who will take over execution of these tasks.

**RIDER B-IT**

METHOD OF PAYMENT AND OTHER PROVISIONS

**1. AGREEMENT AMOUNT:**

Project Part 1, September 1, 2009, to September 30, 2012, ConnectME Fund,  
 Project Part 2, September 1, 2009 to September 20, 2012, contingent on Federal Grant funding.

These figures are presented on a Time & Materials basis except where noted.

Year	Project Part I	Project Part II
Project Year 1	\$200,000	\$360,000
Project Year 2	\$210,000	\$621,000*
Project Year 3	\$40,000	\$268,000*
<b>Total</b>	<b>\$450,000</b>	<b>\$1,249,000</b>

\* These costs include an estimate of the pass through expense for the purchase and maintenance fees of \$40,000 and \$9,000 for Year 2 and 3 respectively for acquisition and use of a commercial address data source for geocoding purposes. Use of commercial address data will be dependent on completing an analysis of alternate work plans at the onset of the contract.

**2. INVOICES AND PAYMENTS      The Department will pay the Provider as follows:**

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice. The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.