REQUEST FOR PROPOSALS

TELEVISION PROGRAMMING AND DATA TRANSPORT SERVICES FOR THE UNIVERSITY OF MAINE SYSTEM

RFP # 03-08

ISSUE DATE:
October 31, 2007

OPTIONAL PRE-PROPOSAL CONFERENCE:
November 19, 2007
(Section 1.14)

PROPOSALS MUST BE RECEIVED BY:
December 4, 2007
(Section 1.13)

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401
SECTION ONE

1.0 GENERAL INFORMATION

1.1 Purpose: The University of Maine System is seeking proposals for the provision of television programming and services for the University of Maine (Orono campus) and data transport services between the University of Maine System distance education centers and campuses.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." When additional definition or detail is required, the University of Maine (Orono campus) will be referred to at "UM". Respondents to the RFP shall be referred to as "Bidders". The Bidder to whom the contract is awarded shall be referred to as the "Contractor". As used in this document "cable TV services" refers to the on-campus delivery of television programming not the delivery to the campus which may be via cable or satellite.

1.3 Scope: The University's Orono campus (UM) provides cable TV programming to all its on-campus residents through an in-house cable TV plant. UM houses 3,831 students in 2,214 rooms. Cable TV services are also offered to on-campus departments at a yearly rate. Cable TV services currently include ~63 channels (see Exhibit A), a movie channel managed by the campus (Residents on Campus [ROC] Channel 10), and two local origination channels. UM maintains a head-end and underground distribution system for the campus.

UM is looking for a supplier to provide programming and related services. Programming would include the base level of service currently provided (see Exhibit A) plus NESN as well as availability of "advanced" services such as premium programming, pay-per-view, and on-demand services. UM wants a supplier that will provide these advanced services directly to its students. UM will not be involved in billing and supplying set top boxes or any other aspect involved offering advanced services. The University is also seeking vendors who are willing to extend the terms of the proposed cable TV service agreement to other University campuses. These would include the University of Southern Maine, the University of Maine at Farmington, the University of Maine at Machias, the University of Maine at Fort Kent and the University of Maine at Presque Isle.

The University is also seeking data transport services between various Points of Presence along its optical backbone network (see Exhibit B). The University is seeking vendors with the ability to provide both the cable TV services and the data transport services, but will accept proposals from vendors who only wish to provide one of these services.

1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's and students' best interests, including, but not limited to: cost of services, depth of enhanced services offered, stability of supplier, completeness of service offering and references.

1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.
1.6 Award of Proposal: The University may award all to one bidder or to two or more bidders whichever is in the best interest of the University. Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System’s Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.8 Confidentiality: The information contained in proposals submitted for the University’s consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

1.9 Costs of Preparation: The bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

1.13 Proposal Submission: A SIGNED original and ten (10) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by close of business on Tuesday, December 4, 2007, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.
Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be clearly identified on the outside as follows:

- Name of Bidder
- Address of Bidder
- Due Date
- RFP #

**1.14 Pre-Proposal Conference:** A conference will be held on **Monday, November 19, 2007 at 11:00 am** local time at the Doris Twitchell Allen (DTAV) Community Center’s Woolley Room, Rangley Road, Orono, Maine 04469. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **optional**, but is encouraged.

Firms planning to attend this pre-proposal conference should contact Erin Tapley at 207-973-3313 no later than 4:00 p.m. local time on Friday, November 16, 2007, with the names and titles of the individuals who will attend.
SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Modification and Amendment: The parties may adjust the specific terms of this contract (except for pricing and/or commission) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.3 Contract Term: The contract term shall be for a period of one (1) year commencing upon a date to be mutually agreed upon by the University and the Contractor. The University desires a contract start date that coincides with the 2007 – 2008 winter break or at the conclusion of the 2007 – 2008 school year. With mutual written agreement of the parties this contract may be extended for four (4) additional one-year periods.

2.4 Contract Data: The Contractor is required to provide the University with detailed data concerning the contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.

2.5 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.6 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within 30 days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

2.7 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the Office of Strategic Procurement.

2.8 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

2.9 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
2.10 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran’s status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

2.11 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor’s duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.

2.12 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this contract without advanced notice.

Further information regarding this policy is available from:

The University of Maine
Director of Equal Opportunity
North Stevens Hall
(207) 581-1226

2.13 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney’s fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.14 Contractor’s Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial General Liability</td>
<td>$1,000,000 per occurrence or more</td>
</tr>
<tr>
<td>(Written on an Occurrence-based form)</td>
<td>(Bodily Injury and Property Damage)</td>
</tr>
<tr>
<td>2. Automobile Liability</td>
<td>$1,000,000 per occurrence or more</td>
</tr>
<tr>
<td>(Including Hired &amp; Non-Owned)</td>
<td>(Bodily Injury and Property Damage)</td>
</tr>
<tr>
<td>3. Workers Compensation</td>
<td>Required for all personnel</td>
</tr>
</tbody>
</table>
The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:
University of Maine System
16 Central Street
Bangor, Maine 04401

2.15 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and MRSA title 22, 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

2.16 The Contractor agrees that it shall not publicize this contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.
SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Contract Administration: The University of Maine System’s Office of Strategic Procurement or
designee(s).

3.2 Employees: The Contractor shall employ only competent and satisfactory personnel and shall
provide a sufficient number of employees to perform the required services efficiently and in a
manner satisfactory to the University. If the Contract Administrator or designee, notifies the
Contractor in writing that any person employed on this contract is incompetent, disorderly, or
otherwise unsatisfactory, such person shall not again be employed in the execution of this
contract without the written consent of the Contract Administrator.

3.3 Payments: Payment will be upon submittal of an invoice by the Contractor on a Net 30 basis
unless discount terms are offered. Invoices must include a purchase order number. Billing
address(es) will be provided on the purchase order(s).

3.4 Cable TV Services:

The Contractor will:

3.4.1 Provide its baseline programming fully (minimum 70 channels).

3.4.2 Provide programming and related services to the UM head-end for distribution via the
campus cable TV plant.

3.4.3 Provide all set top boxes (STB) for each channel utilized by the UM CATV distribution
system.

3.4.4 Coordinate changes to programming with the University. Any changes to available
programming must be communicated to the University no less than ninety (90) days
before any such change is intended to take effect. Changes to programming will
require written University approval.

3.4.5 Allow UM to reallocate or drop the channels and insert outside content to the baseline
service as UM sees fit.

3.4.6 Facilitate the addition of local origination programming provide by the University.

3.4.7 Cooperate with and provide, where possible, the occasional “special events” that are
in the best interest of UM.

3.4.8 Provide access to the Contractor’s Network Operation center (or equivalent) 24 X 7.

3.4.9 Respond to all system level issues within one (1) hour of being notified.
UM will:

3.4.10 Strive to configure its RF distribution to accommodate the Contractor.

3.4.11 Reserve the right to procure programming outside of the contract if the Contractor is unable to provide the requested service, or is unable to provide the requested service under terms that are acceptable to the University. An example might be French and Spanish broadcasts used by the Foreign Languages Department and foreign residents.

3.5 Advanced Cable TV Broadcast Services:

The relationship, for these services, will be directly between the Contractor and the individual student or groups and the Contractor will hold the University harmless in these relationships.

The Contractor will:

3.5.1 Provide advanced broadcast services including but not limited to standard digital television, high definition television, digital music, pay-per-view, pay-per-event and digital packages.

3.5.2 Provide billing services directly to the customer for any advanced services beyond base programming.

3.5.3 Provide all maintenance and distribution of set top boxes (STB) and/or cable cards for customers using advanced services. Set top boxes may utilize either UM’s cable TV plant or multicast enabled IP network.

3.6 Data Transport Services:

The University wishes to lease transport services connecting its campuses and centers across the State (see Exhibit B) to various points of presence along its optical network backbone (see Exhibit C). This section more clearly defines the specifics of the transport. Bidders shall provide pricing for the various locations using the cost matrix table in Section 4.0 Proposal Content.

3.6.1 The University wishes to lease burstable Ethernet transport services via either 100 Mbps or 1 Gbps circuits to be installed at the locations specified in Exhibit B. Regardless of the actual circuit, the University requires an Ethernet handoff at the end points. These circuits require either a minimum of a 20 Mbps committed rate burstable to the full 100 Mbps circuit rate or 200 Mbps committed rate burstable to the full 1 Gbps circuit rate.

3.6.2 The Contractor is responsible for providing a Host Circuit at any Backbone Location to which they connect one or more campus or center. The Host Circuit(s) must be sized as to prevent the oversubscription of the Host Circuit’s bandwidth. A single Host Circuit may be used to deliver multiple campuses and/or centers to a Backbone Location.

3.6.3 The transport service can be configured as point-to-point or multi-point connections.

3.6.4 The provided transport must support IP multicast, .1g VLAN tagging, DSCP transparency and jumbo frames.
SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

Television programming and services: The University is interested in alternative solutions that are beneficial to the students, solutions that may go beyond the mere replacement of the existing television programming and services.

Bidders who can provide alternate solutions are encouraged to do so but are also cautioned to provide at least one response that meets the minimum stated criteria of this RFP should the University find that the mere replacement of the existing television programming and services is the most suitable solution.

4.1 Business Profile:

4.1.1 No financial statements are required to be submitted with your proposals, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.1.2 Please submit with your proposal a detailed history and description of your company and any published reports about your company.

4.2 Cable TV Pricing:

4.2.1 Provide pricing for the base programming offering (see Exhibit A) plus NESN. Pricing should reflect bulk rates at 75% occupancy.

4.2.2 Provide pricing for feeds in classrooms for educational use. This should be free or only a licensing fee for educational services.

4.2.3 Provide a pricing schedule for advanced services to be offered to customers.

4.2.4 Provide any one time and recurring costs for connection to the UM head-end.
4.3 Data Transport Pricing:

Please complete the cost matrix below:

<table>
<thead>
<tr>
<th>Location*</th>
<th>Backbone Location**</th>
<th>Host Circuit size</th>
<th>Committed Rate</th>
<th>One-time Cost</th>
<th>Monthly Cost</th>
<th>Increment of additional Committed Rate (Mbps)</th>
<th>Cost per Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>UMF</td>
<td>1Gbps</td>
<td>200Mbps</td>
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</table>

* See Exhibit B for detailed location information
** See Exhibit C for UMS Optical Network Backbone Locations
4.4 Bidders shall provide detailed list(s) of the equipment to be provided for this contract:
   4.4.1 Cable TV Services (submit a list).
   4.4.2 Data Transport Services (submit a list).

4.5 Bidders shall state whether or not they require space on University property for:
   4.5.1 Cable TV Services and / or.
   4.5.2 Data Transport Services

4.6 Bidders should indicate whether or not they can provide the same programming alignment shown in Exhibit A, plus NESN.

4.7 Additional TV programming would be welcomed by the University depending on cost. Bidders should describe any additional programming that they would be able to offer and the cost of that programming.

4.8 The transport service can be configured as point-to-point or multi-point connections. Bidders shall clearly state which configuration is being proposed.

4.9 Bidders shall describe the level of support they have for Ethernet Operations, Administration and Management (OAM) features and protocols.

4.10 Extending Cable TV services to other University campuses: Please indicate your willingness and ability to extend the services offered to other campuses within the University.

4.11 Price escalation: Bidders shall describe any price escalation anticipated over the life of the contract and the mechanism by which any such escalations are to be calculated. Naturally the University prefers that there be no escalation however, in anticipation of an escalation clause the University prefers that it be capped at 5%, or less, per year.

4.12 Bidders should describe any revenue sharing opportunities that may be available for this contract.

4.13 Bidders are to describe the escalation sequence to ensure a quick resolution to system level problems.

4.14 Bidders shall describe how they count living units that are suites (DorisTwitchell Allen Village, Colvin and Patch Halls).

4.15 Is pay-per-view available for classrooms?

4.16 Is there an alternative for delivery of selected movies for ROC Channel 10 (Movies) to replace Residence Life Cinema?

4.17 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year on projects with a similar scope to this one. Provide company names with contact person and telephone number.
<table>
<thead>
<tr>
<th>Channel Name</th>
<th>Channel Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXHIBIT A</td>
<td></td>
</tr>
<tr>
<td>2 CAMPUS INFORMATION</td>
<td>35 A&amp;E</td>
</tr>
<tr>
<td>CHANNEL</td>
<td>36 COURT TV</td>
</tr>
<tr>
<td>3 WLBZ BANGOR (NBC)</td>
<td>37 GAME SHOW NETWORK</td>
</tr>
<tr>
<td>4 CNBC</td>
<td>38 BBC AMERICA</td>
</tr>
<tr>
<td>5 MSNBC</td>
<td>39 THE WEATHER CHANNEL</td>
</tr>
<tr>
<td>6 WABI BANGOR (CBS)</td>
<td>40 TVLAND</td>
</tr>
<tr>
<td>7 G4 TECH TV</td>
<td>41 ABC FAMILY</td>
</tr>
<tr>
<td>8 WVII BANGOR (ABC)</td>
<td>42 THE MAINE CHANNEL (IT Local Origination)</td>
</tr>
<tr>
<td>9 PAX</td>
<td>43 MALLCAM (IT Local Origination)</td>
</tr>
<tr>
<td>10 ROC CHANNEL 10 (Movies)</td>
<td>44 WNYW-FOX</td>
</tr>
<tr>
<td>11 ZAP2IT PROGRAM GUIDE</td>
<td>45 WSBK-BOSTON</td>
</tr>
<tr>
<td>12 MPBC (PBS)</td>
<td>46 WTBS-ATLANTA</td>
</tr>
<tr>
<td>13 NICKELODEON</td>
<td>47 FX Network</td>
</tr>
<tr>
<td>14 BOOMERANG</td>
<td>48 WGN-CHICAGO</td>
</tr>
<tr>
<td>15 CARTOON NETWORK</td>
<td>49 TNT</td>
</tr>
<tr>
<td>16 CNN NEWSROOM</td>
<td>50 USA NETWORK</td>
</tr>
<tr>
<td>17 CNN HEADLINE NEWS</td>
<td>51 ANIMAL PLANET</td>
</tr>
<tr>
<td>18 C-SPN 1 (House)</td>
<td>52 NASA</td>
</tr>
<tr>
<td>19 C-SPN 2 (Senate)</td>
<td>53 HISTORY CHANNEL</td>
</tr>
<tr>
<td>20 MTV</td>
<td>54 DISCOVERY CHANNEL</td>
</tr>
<tr>
<td>21 MTV2</td>
<td>55 DISCOVERY HEALTH NETWORK</td>
</tr>
<tr>
<td>22 mtvU – provided free by mtvU</td>
<td>56 THE FOOD NETWORK</td>
</tr>
<tr>
<td>23 VH1</td>
<td>57 THE LEARNING CHANNEL</td>
</tr>
<tr>
<td>25 CSTV (College Sports Television)</td>
<td>58 THE TRAVEL CHANNEL</td>
</tr>
<tr>
<td>26 ESPN</td>
<td>59 HOME &amp; GARDEN TELEVISION</td>
</tr>
<tr>
<td>27 ESPN2</td>
<td>60 ESPNU</td>
</tr>
<tr>
<td>28 ESPN CLASSIC</td>
<td>95 UNIVISION</td>
</tr>
<tr>
<td>29 ESPN NEWS</td>
<td>96 TV5MONDE (French)</td>
</tr>
<tr>
<td>30 COMEDY CENTRAL</td>
<td>97 VH1 Classic</td>
</tr>
<tr>
<td>31 SCI-FI CHANNEL</td>
<td>98 FOX News</td>
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<td>32 E!</td>
<td>99 SPIKE TV</td>
</tr>
<tr>
<td>33 BET</td>
<td></td>
</tr>
<tr>
<td>34 LIFETIME TELEVISION</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B

University Campuses

University of Maine Farmington (UMF)
246 Main Street
Farmington, Maine 04938

University of Maine Fort Kent (UMFK)
23 University Drive
Fort Kent, Maine 04743

The University of Maine at Machias (UMM)
9 O'Brien Avenue
Machias, ME 04654-1397

University of Maine at Presque Isle (UMPI)
181 Main Street
Presque Isle, Maine 04769-2888

University Centers

Houlton Higher Education Center (Houlton)
18 Military Street
Houlton, ME 04730

University College at East Millinocket (East Millinocket)
Katahdin Region Higher Education Center
1 Dirigo Drive, Suite 1
East Millinocket, ME 04430

Penquis Higher Education Center (Penquis)
50 Mayo Street
Dover-Foxcroft, ME 04426

University College at Rumford/Mexico (Rumford)
13 Brown Street
Mexico, ME 04257

Western Maine University and Community College Center (South Paris)
232 Main Street
South Paris, ME 04281

University College at Rockland (Rockland)
91 Camden Street
Rockland, ME 04841

University College at Bath/Brunswick (Bath)
9 Park Street Bath
ME 04530
University College at Saco (Saco)
110 Main Street, Suite 1101
Saco, Maine 04072

University College at Sanford (Sanford)
21 Bradeen Street, Suite 201,
Springvale, ME 04083

The Hutchinson Center (Belfast)
80 Belmont Avenue (Route #3)
Belfast, ME 04915

Darling Marine Center (Walpole)
193 Clark's Cove Road
Walpole, ME 04573

Maine Maritime Academy (Castine)
Pleasant Street
Castine, ME 04421
EXHIBIT C

UMS Optical Network Backbone Locations

University of Southern Maine (USM)
P.O. Box 9300
Portland, ME 04104-9300

University of Southern Maine Lewiston-Auburn College (LAC)
51 Westminster Street
Lewiston, Maine 04240 USA

University of Maine at Augusta (UMA)
46 University Drive
Augusta, ME 04330-9410

MPBN Technical Center (MPBN)
Texas Avenue
Bangor, ME 04401

The University of Maine (UM)
College Ave
Orono, ME 04469