

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
)	
Schools and Libraries)	CC Docket No. 02-6
Universal Service Support Mechanism)	
)	
Request for Review and/or Waiver by)	
Henryetta Public Schools)	BEN 140186
of Funding Decision by the)	Application # 161011581
Universal Service Administrative Company)	FRN 1699018769

Re: Appeal of Henryetta Public Schools (BEN: 140186), for denial of FY 2016 Application 161011581 FRN 1699018769

Pursuant to 47 C.F.R. § 54.719(a), Henryetta hereby respectfully submits this appeal of decisions by the Universal Service Administrative Company (USAC) to deny FRN 1699018769 for Funding Year 2016.

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The reason for denial:

DR1: Based on documentation provided during a Special Compliance Review, FRN 1699018769 is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid

must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You selected a bid from Meetpoint for an amount of \$4,968/month. The bid chosen is over two to three times more costly than multiple competing bid offerings. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the prices available from multiple competing vendors.

Signed:

_____/s/____

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I. INTRODUCTION

Henryetta Public Schools (Henryetta or the District) hereby respectfully requests that the Universal Service Administrative Company (USAC) reverse its decision to deny Schools and Libraries (E-rate) universal service funding to Henryetta for its FRN 1699018769.

USAC denied the District's request for funding because USAC claims that the District did not select the most cost-effective bidder to provide its Internet access services. To the contrary, as the discussion below will explain, the District satisfied all of the program's competitive bidding rules and selected the most cost-effective services, when it considered price and its other evaluation criteria. USAC's use of a bright-line standard is contrary to Commission precedent stating no such bright-line test exists, and, regardless, *Ysleta* is not applicable here.

Upholding the denials of these applications will preclude a fair and open competitive bidding process in which all bids are fairly evaluated, render the competitive bidding process meaningless and will force schools to select a lower-cost bid, even if not the most cost-effective, contrary to program rules – and possibly their own competitive bidding requirements. For practical purposes, this ruling by USAC will make price the only factor that matters in the E-rate competitive bidding process. That will result in many applicants selecting services that do not provide the best value for them or, therefore, the E-rate program. Such an outcome would not serve the E-rate program or statutory goals. Thus, we respectfully ask USAC to reverse its decision and grant funding to the District for the funding request at issue.

II. BACKGROUND

Henryetta is a rural school district in eastern Oklahoma. The District has approximately 1300 students and at the time that the competitive bidding process was conducted, the district had one IT person on staff – and that person was shared between six other school districts.¹

For Funding Year 2015 the District filed a 470 requesting bids for Internet access.² The District also released an Invitation for Competitive Bids (IFCB – also known as a Request for Proposal or RFP) on December 19th 2014.³ Included in this RFP were requests for Internet access.

The District received eight bids for the Internet access portion of the RFP: Meet Point Networks, AT&T, Windstream, Dobson, Suddenlink, BTC, Telecomp and OneNet.⁴ After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract. For 2016, the District continued their Internet Access funding requests with Meet Point Networks on FCC 471# 161011581 via their multi-year contract.⁵

On October 31st, 2016 USAC issued a Funding Commitment Decision Letter that denied the funding request for Meet Point services on FRN 1699018769.⁶ By this letter, the District appeals USAC's decision to rescind its funding commitments. Commission rules allow 60 days

¹ Affidavit of Randy Witham, ¶ 1

² FCC Form 470 # 535400001277095 (FY 2015 Form 470).

³ FY 2015 IFCB/RFP, Exhibit 1

⁴ Bids Received, Exhibit 2

⁵ 2016 FCC Form 471 # 161011581, Exhibit 3

⁶ Funding Commitment Decision Letter, dated 10/31/2016, Exhibit 4

for the filing of an appeal to the FCC.⁷ Because this appeal is filed within 60 days of USAC's decision, it is timely filed.

III. BECAUSE HENRYETTA SELECTED THE MOST COST-EFFECTIVE SERVICES, ITS E-RATE APPLICATION SHOULD BE RE-INSTATED

Federal Communications Commission rules require applicants to seek competitive bids for all services and equipment eligible for E-rate discounts.⁸ Applicants are required to “carefully consider all bids submitted” and to select “the most cost-effective service offering” using the price of eligible goods and services as the primary factor.⁹ Under section 54.511(a) of the Commission's rules, an applicant “may consider relevant factors other than the pre-discount prices” submitted by providers to determine which service offering is the most cost-effective, so long as price is the primary factor considered.¹⁰

The Commission's *Tennessee Order* ruled there is a presumption of cost-effectiveness when the applicant meets all of the requirements of the competitive bidding process and when the applicant pays its share of the costs.¹¹ Nevertheless, USAC alleges that the District did not select the most cost-effective service offering. USAC claims that the District's selection of services that cost more than two times another bid violates the Commission's directive in

⁷ 47 C.F.R. § 54.719(a); 47 C.F.R. § 54.720(b).

⁸ See 47 C.F.R. § 54.503(a)-(b) (2014). See also *In the Matter of Fed.-State Joint Bd. on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 97-157 at ¶ 480 (1997) (*First Universal Service Order*) (finding that “fiscal responsibility compels us to require that eligible schools and libraries seek competitive bids for all services eligible for [E-rate] discounts.”).

⁹ *Id.* at § 54.511(a) (2012) and (2014). See also 47 C.F.R. §§ 54.503(c)(2)(vii), 54.504(a)(1)(xi) (2012) (requiring applicants to certify on FCC Forms 470 and 471 respectively that the most cost-effective bid will be or was selected).

¹⁰ 47 C.F.R. § 54.511(a).

¹¹ *Tennessee Order* at ¶¶ 9-12 .

Ysleta.¹² The “standard” used by USAC, however, has never been adopted by the Commission as a bright-line standard for cost-effectiveness. USAC is also applying this standard to compare bids that provide different service components (that are eligible). Further, the dicta in *Ysleta* is not applicable to this case.

A. Henryetta Followed E-rate Competitive Bidding Rules to Select the Most Cost-Effective Bid, Contrary to USAC’s Allegations.

In the *Universal Service Order* establishing the E-rate program, the Commission agreed with the recommendation of the Federal-State Joint Board on Universal Service that schools and libraries should not be required to choose the lowest-priced service but instead should be allowed the “‘**maximum flexibility**’ to take service quality into account and to choose the offering or offerings that meets their needs ‘most effectively and efficiently.’”¹³ In the *Second Report and Order*, the Commission codified the requirement that price must be the primary factor when applicants analyze bids they have received.¹⁴

Significantly, the Commission’s rules have never required schools and libraries to select a provider offering a lower price, even among bids for comparable service.¹⁵ Given that price, as

¹² See Funding Commitment Decision Letter; *Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District El Paso, Texas, et al.*, Order, FCC 03-313, 18 FCC Rcd 26407, n. 138 (2003) (*Ysleta Order*).

¹³ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, at ¶ 481 (1997) (*Universal Service Order*) (quoting the Joint Board’s recommendation).

¹⁴ See *Schools and Libraries Universal Support Mechanism*, CC Docket No. 02-6, Second Report and Order and Further Notice of Proposed Rulemaking, 18 FCC Rcd 9202, FCC 03-101 (2003) (codifying 47 C.F.R. §54.511(a)) (*Second Report and Order*); see also *School and Libraries Universal Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808 (2004) (codifying 47 C.F.R. § 54.504(b)(2)(vii) and 47 C.F.R. § 54.504(c)(1)(xi)) (*Fifth Report and Order*).

¹⁵ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9029, para. 481 (1997) (subsequent history omitted) (*Universal Service Order*).

a category, only has to be weighted one point higher than any other category,¹⁶ however, it is quite likely that a vendor could be awarded fewer points in the cost category yet still win the bid based on points earned in the technical (non-price) categories. In fact, the Commission has stated repeatedly that price cannot be the only factor for the obvious reason that “price cannot be properly evaluated without consideration of what is being offered.”¹⁷

The District met the Commission’s requirements by giving more weight to price than to any other factor it used in the selection process and by appropriately awarding points in the other non-cost factors. The bid evaluation sheets used by the District for FY 2015 allotted a maximum of 25 points for the price of eligible goods and services.¹⁸ The other categories for 2015 – service history, expertise of company, understanding of needs/completeness of bids, onsite tech support services, basic firewall included, onsite configuration/turn up – all had maximum points of 20 or fewer.¹⁹

The District was especially shorthanded for IT staff – they shared one IT person with six other districts as part of a technology cooperative. That person, Randy Witham, was responsible for the technology needs of 7 districts covering 336 square miles. Mr. Witham was responsible for approximately 20 servers, 2,500 workstations (and tablets), dozens of printers, copiers,

See also Tennessee Order at ¶ 9 (“Even among bids for comparable services, however, this does not mean that the lowest bid must be selected.”).

¹⁶ If, for example, a school assigns 10 points to reputation and 10 points to past experience, the school would be required to assign at least 11 points to price. *See Ysleta Order* at ¶ 50, n. 138.

¹⁷ *Tennessee Order* at ¶ 8.

¹⁸ 2015 Bid Evaluation Sheets, Exhibit 5

¹⁹ *Id.*

network switches, routers, firewall and content filters, in addition to all of the software programs the districts' were using.²⁰

FUNDING YEAR 2015 BID EVALUATION PROCESS

For funding Year 2015 there were additional eligible services that the district wished to purchase with their Internet access. **The District, through its RFP specifically requested onsite technical support, head-end firewall services.** These services were important to the district, so much so that their bid evaluations for 2015 included bid criteria of “On-site Technical Support” and “Basic Firewall Services.”

USAC's reason for denial states: “*You selected a bid from Meet Point for an amount of \$4,968/month. The bid chosen is over two to three times more costly than multiple competing bid offerings. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances.*” There were four vendors who submitted bids at a per Mbps price that is twice as inexpensive as the Meet Point bid: AT&T (at \$15.56 per Mbps), Windstream (at \$17.04 per Mbps), OneNet (at \$8.95 per Mbps) and Telecomp (at \$12.95 per Mbps). However, none of these lower-cost vendors bid all three of specific services requested on the District's RFP (firewall, on-site support and on-site turn-up). **The only company to provide a complete bid that addressed all of the District's requested services listed on the RFP was Meet Point Networks.**

When USAC compares the price of the lower-cost providers identified above, USAC is comparing apples to oranges. None of the lower-cost bids provide all of the eligible services requested by the district: firewall services, on-site turn-up and on-site support.

²⁰ Witham Aff, ¶ 1

Aside from the fact that the district's needs were only met by the Meet Point bid, there were several reasons why the lower cost bids were not a good solution. AT&T's bid was incomplete – the bid states that additional, unidentified charges could apply: *Pricing does not include special construction fees (highly unlikely, but may be applicable) which require investigation by AT&T after validation of bandwidth needs from the client.* OneNet received lower scores because the District had heard that OneNet was oversubscribed, unstable and had frequent outages.²¹ The District had heard that and that those customers were not getting the bandwidth they had ordered.²² While the District did not have any direct experience with OneNet – the District (including Mr. Witham and the Superintendent) had heard that OneNet's network was “oversubscribed” and “not stable.”²³

In fact, in 2011 OneNet sponsored a K12 conference in OK – *NetPotential* 2011. During this conference, Von Royal, the Executive Director and CIO of OneNet admitted they had problems with their network, and that they were “not pleased with all the levels of service we were providing, so we undertook a major upgrade.”²⁴ The word in the K12 community at that time was that OneNet was oversubscribed (meaning you could order a 100 Mb circuit and only get a portion of that bandwidth) – as Wes Fryer, a respected K12 technology advocate in Oklahoma, writes: “OneNet has historically over-subscribed its K-12 educational network when it comes to bandwidth.”²⁵ OneNet themselves admitted that their network had not been performing to the standards they would have liked. This was common knowledge in the

²¹ Witham Aff. ¶ 23(b)

²² Witham Aff, ¶ 8

²³ *Id.*

²⁴ *Moving at the Speed of Creativity* October 21, 2011, <http://www.speedofcreativity.org/2011/10/21/netpotential-2011-conference-notes-netpotential11/>

²⁵ *Moving at the Speed of Creativity*, March 22, 2011, <http://www.speedofcreativity.org/2011/03/22/iphone-tethering-cellular-bandwidth-consumption-the-home-school-internet-access-divide/>

Oklahoma K12 community at the time. What is the point of going with a lower-priced provider if you don't get what you are paying for?

The District had previous experience purchasing Internet access from AT&T, and that experience was a disaster. When the District had service outages with AT&T and the district found that even trying to contact the correct person at AT&T was a “nightmare.”²⁶ The district found that it took a lot of unnecessary time “convincing AT&T that the problem was on their end – a process that could take hours and sometime days.”²⁷ Additionally, AT&T was penalized because they couldn't deliver the service in the past that the district had requested – AT&T was unable to deliver additional bandwidth for which the district had contracted.²⁸ What is the point of USAC subsidizing a company for service that they can't deliver?

In addition to Meet Point's bid addressing all of the specific needs listed on the RFP, the District felt that there were other advantages to selecting Meet Point. First, the district had **“several years of outstanding service”** with the people that operate Meet Point.²⁹

Meet Point received additional points for their direct line of communication – when issues arose with Meet Point the school had the cell phone numbers for the principals in the company. These services and the direct line of communication are especially important to a school district that had to share an IT director with 6 other schools over 336 square miles.³⁰ Henryetta felt that it was essential that it had a company that could resolve any issues in the most expeditious manner possible – as the District states: “...time management, along with Internet

²⁶ Witham Aff, ¶ 8

²⁷ *Id.*

²⁸ *Id.*

²⁹ Witham Aff, ¶ 15a

³⁰ Witham Aff. ¶ 1

uptime and high security are extremely important” to the district.³¹ It was not beneficial for the district to have a service that required a lot of staff time in the restoration process. When the Internet is down, the teacher cannot skip a lesson or wait until next week when the Internet is working again. Every minute of classroom time is valuable, especially with the demands upon the education system today. Similarly, online testing cannot be pushed to a different time. Therefore, service quality (and the ability to quickly restore that service) is an essential component of the selection process.

Henryetta evaluated the Internet access providers based on categories that it determined were important. That evaluation led Henryetta to select the service provider with the offer that best met the District’s needs – **by selecting the only bid that addressed all of those needs listed in the RFP**. It choose Meet Point because it determined that the service history, expertise of the company, location, and the company’s understanding of the District’s needs were superior to that of the lower bidders – as allowed and encouraged by Commission orders and E-rate program rules.

B. The Commission Has Never Established a Bright-Line Standard, as USAC Has Done Here.

After adopting the guidance on cost-effectiveness in *Tennessee*, the Commission declined to adopt a bright-line standard for cost-effectiveness. In the *Third Report and Order* – released two weeks after *Ysleta* – and in a paragraph directly referencing *Ysleta*, the Commission specifically noted it did not have a bright-line test for cost-effectiveness: “**Nor do our rules expressly establish a bright line test for what is a ‘cost effective’ service.**”³² The Commission

³¹ Witham Aff. ¶ 5

³² See, e.g., *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Third Report and Order and Second Further Notice of Proposed Rulemaking, FCC 03-323, at ¶ 87 (*Third Report and Order*) (“Our rules do not expressly require, however, that the applicant

has twice sought comment on whether to adopt specific standards or provide additional guidance with respect to this rule, but has so far declined to do so.³³

Contrary to these Commission declarations, however, USAC points to *Ysleta* as support for stating that Henryetta's services are not cost-effective, by stating that the services selected through Henryetta's competitive bidding process were more than two times the OneNet bid. There are several problems with USAC's reliance upon *Ysleta* here. First, USAC appears to be establishing a bright-line rule even though the Commission has expressly stated that it has not adopted a bright-line standard.³⁴ As USAC is aware, USAC cannot interpret Commission rules.³⁵ As such, USAC should not use a bright-line standard of "two times" other bids to determine that services selected through Henryetta's competitive bidding process are not cost-effective. Further, the Commission directed USAC to review its approach to cost-effectiveness

consider whether a particular package of services are the most cost effective means of meeting its technology needs. Nor do our rules expressly establish a bright line test for what is a "cost effective" service."); *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Notice of Proposed Rulemaking, FCC 13-100, at ¶ 213 (*Modernization NPRM*) ("[W]e seek to refresh the record on whether we should adopt bright line tests, benchmark or formula for determining the most cost-effective means of meeting an applicant's technology needs."). It is notable, however, that the Commission appeared to focus on situations where no bid or only one bid was received, and those situations where applicants are selected expensive priority one services simply because they are supported, even though they are unnecessary or when less expensive services would fill the same need. *Modernization NPRM* at ¶¶ 203, 212-213.

³³ In 2003, in the *Third Report and Order*, the Commission sought comment on whether it should codify additional rules to ensure that applicants make informed and reasonable decisions in deciding for which services they will seek discounts. *Third Report and Order*, at ¶ 87. In the *Modernization NPRM*, the FCC sought comment on adopting new standards for cost-effectiveness. *Modernization Order*, at ¶¶ 211-216. In the *First Modernization Order*, the Commission provided limited guidance related to the showing of cost-effectiveness necessary to receive funding for data plans for wireless devices and wireless air cards providing Internet access. The Commission ruled the wireless services are not cost-effective if they are duplicating service already being provided. *Id.* at ¶ 151.

³⁴ See *Third Report and Order* at ¶ 87; *Modernization NPRM* at ¶ 213.

³⁵ 47 C.F.R. § 54.702(c).

reviews and then share the information with applicants and services providers before it attempts to implement a new approach, with oversight performed by the Wireline Competition Bureau and the Office of the Managing Director.³⁶ As of the date of filing this appeal, USAC has not provided this information. It is a potential violation of the Administrative Procedure Act and, at a minimum, fundamentally unfair to applicants to adopt a new standard of review and simply not tell the applicants what the standard is before holding them to it. In fact, the Commission should seek comment in a rulemaking process to establish a new standard, as it has done twice before without adopting such a standard. As the Commission has recognized by seeking comment on this issue, the Commission should adopt an order revising its own precedent if it desires to do so.³⁷

Second, *Ysleta*'s facts are not applicable to this situation. The Commission in *Ysleta* analyzed a competitive bidding process in which the school district received one or no bids.³⁸ Henryetta sought bids through the FCC Form 470 process for its E-rate eligible services. In *Ysleta*, the Commission stated – in dicta – that a price for a piece of *equipment* two to three times “the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances.”³⁹ The example the Commission gave in *Ysleta* was of a piece of equipment. Equipment, unlike services, are commodities and more easily comparable. Even so, people often make purchasing decisions based on the quality of the brand of the product. The same is true – and even more so – for services. Evaluations of competing services are, of course, different than

³⁶ *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, *Connect America Fund*, WC Docket No. 90-90, Second Report and Order and Order on Reconsideration, FCC 15-189 (2014) at ¶ 126.

³⁷ *Third Report and Order*, ¶ 87; *Modernization NPRM*, at ¶¶ 213.

³⁸ *Ysleta* at ¶ 54.

³⁹ *Id.*

evaluating bids for the same piece of equipment. When evaluating a service, Applicants will have to consider the reliability of the service, the ability of the service provider to restore service in downtimes (including the technical expertise of the staff), and if the service provides the elements the Applicant would be purchasing (for example, are we really getting the amount of Internet access we have ordered?). Accordingly, USAC should not use *Ysleta* to support its analysis when comparing services, especially when the bids are different and include different, eligible services – such as on-site technical support and firewall services. As described above, Henryetta compared the quality of services of Meet Point with the services provided by OneNet and reached the conclusion that Meet Point’s services were superior.

Third, the *Ysleta* decision does not establish a standard that applicants are precluded from selecting bids that are twice as expensive as “the lowest bid.” The standard in *Ysleta* is “two or three times” the prices that are **commercially available** for those services,⁴⁰ which begs the question: *What would have been the pricing of the lower bidders had they included the additional, eligible services that Meet Point provides, or if those lower-priced bidders had the level of expertise of the Meet Point staff?* Of course, the answer to that question is “unknown” which means comparing these two bids using the *Ysleta* standard is a moot exercise and is not a fair evaluation of what is and is not cost effective.

Is Meet Point’s bid “too expensive” for USAC to fund? We disagree with the conclusion that it is. The only way to determine if the bid is “too expensive” is to compare it to other commercially available services. USAC did not compare Meet Point’s bid, which provided for different levels of support (cell phone numbers for the principals, on-site support and turn up) and different services (firewall services) than the other bidders, to other similar, commercially

⁴⁰ *Id.*

available offerings. USAC, in trying to make that determination could have surveyed local providers to determine what the commercially reasonable local price would be for a similar set of services (both scope and quality), or USAC could have used existing information they have gathered via 471 submissions about similar Internet access services provided in Oklahoma. We believe the price that Meet Point charges, given the level of support, the technical expertise of their staff and additional services offered, is commercially reasonable.

Finally, the Commission in *Ysleta* was also describing a situation in which there was only one bidder, and therefore no competitive bidding, this precluding the applicant from any comparison of services or price.⁴¹ In such a case, the applicant is at the mercy of the service provider's pricing and does not have a choice as to providers. Henryetta was not held hostage to one provider. It received multiple bids and made a reasoned judgment regarding the services and comparative costs that met its needs through its competitive bidding process.

The reason that Henryetta selected a more expensive service provider – even though funding for schools is tight in Oklahoma – is that a properly functioning Internet service is critical to the success of its students. The evaluation categories of location, service history, expertise of the company and understanding the needs of the District all relate to whether the Internet access service will function as expected or be repaired as quickly as possible. Internet access services are as important to Henryetta as its other utilities, including heat and water. With the way the curriculum is structured, the schools simply cannot function if the Internet is not accessible. It is not cost-effective for either the District or the E-rate program to pay for an Internet service – no matter how inexpensive it is – that does not further the goal of providing students with access to greater educational opportunities. Further, the District believed it was

⁴¹ *Id.*

cost-effective for its needs as an understaffed, rural district, to pay extra for a service that included enhanced levels of support and protection (*i.e.*, on-site tech support and the firewall).⁴² Henryetta chose the service provider that was most cost-effective for its needs.⁴³

C. USAC's Decision in This Case Undermines Program Policies and Goals

Application of USAC's decision on a consistent basis will not further E-rate program policies and goals. First, it will force applicants in some cases to select a provider that does not offer the most cost-effective services for the applicants' needs – and likely could cause applicants to perform a disingenuous bid review process. Second, this decision could require applicants to weight price more heavily in the bid evaluation process – which is not required by Commission rules – in order to try to meet USAC's newly created standard. Finally, the District will suffer significant harm if its funding is denied.

First, USAC's attempt to second-guess the work of the District will force applicants to select a lower-priced offering, regardless of quality or other relevant criteria, so they will not be subject to second-guessing months or years after the conclusion of the competitive bidding process. To prevent this potential denial of funding, applicants will be forced to select a lower-price bidder, notwithstanding their review of the vendors' bids using the other factors important to the individual applicants.

Using such a standard will lead to a disingenuous bidding process. Applicants are required to consider all valid bids received.⁴⁴ Is it really USAC's position that an applicant must evaluate a bid that is two times more expensive than the other bids, but that bid (under USAC's interpretation of *Ysleta*) must always lose? Are applicants supposed to manipulate the evaluation

⁴² Witham Aff, ¶ 6

⁴³ Witham Aff, ¶ 25

⁴⁴ 47 C.F.R. § 54. 511(a).

process so that the more expensive vendor receives fewer points, notwithstanding the reviewer's actual analysis of the bid responses? A fair and open competitive bidding process cannot have pre-determined outcomes. Such a result could cause applicants to violate their own competitive bidding requirements. Further, what is the point of allowing the applicant the "maximum flexibility" to consider service history, quality of service, or other reasonable factors of a bid that USAC has pre-determined must always lose? An applicant that follows all of its own state and local procurement rules should not be prohibited from selecting a bid that meets its needs, but for a non-codified standard that USAC has decided to impose. If it is truly the intention that bids that are twice as much as the lowest bid are, on face, not cost-effective and should never win, then the program should explicitly allow applicants to disqualify those bids before the bid evaluation process begins, even if no disqualification factors are listed by the applicant in the FCC Form 470 and/or RFP. As it stands right now, applicants are required by FCC rules to evaluate all bids received and applicants do not have the authority to disqualify bids that are twice as expensive as the lowest bid received.

Second, USAC's process to determine cost-effectiveness is flawed. USAC's current interpretation of Ysleta places the applicant in an untenable position - the applicant is required to evaluate all bids, required to use specific bid criteria weighted in a specific manner and conduct an open and fair competitive bidding process. Even when an applicant complies with all of these rules and follows all of the approved processes, if a bid is awarded the most points and determined to be the best fit for the applicant's needs, but is twice as much as a lower bid, what can an applicant do? The applicant can't simply throw out the bid or disqualify it - not only would the winning bidder have legal recourse against the applicant should the applicant throw out that bid, but the applicant could very well be in violation of local or state competitive bidding

rules for not proceeding with the bid that was awarded the most points. Under USAC's interpretation of Ysleta, that bid should never win, but using the FCC's competitive bidding process and rules it did. What is the point of following all of the competitive bidding rules if it produces an outcome that USAC won't fund?

There are no allegations of competitive bidding rule violations by the District. USAC's concerns about cost-effectiveness seem better directed at the bid evaluation process that produced an outcome that USAC deems too expensive (perhaps the Commission should set more stringent procedures for weighting Price of Eligible Goods and Services at 50% of the total available points) than directing those concerns at the District. How can a winning bid be determined to be "too expensive" by USAC if the applicant properly evaluated price (and correctly awarded points) according to the Commission's rules and procedures?

Third, USAC's denial suggests the price differential should have been weighted more heavily than the District weighted it. To reach such a result, USAC is effectively overruling Commission precedent that only requires that pricing be given at least one more point than any other individual category.⁴⁵

⁴⁵ As described above, USAC appears to be going beyond Commission precedent to establish a new standard without basis in Commission precedent. USAC, however, is not authorized by the Commission to interpret Commission rules. Under the Commission's rules, USAC "may not make policy, interpret unclear provisions of the statute or rules, or interpret the intent of Congress." 47 C.F.R. § 54.702(c). To the extent the Commission's rules are unclear, USAC has no authority to act without first seeking guidance from the Commission. *See id.* Moreover, the District proceeded entirely in accordance with Commission precedent when it evaluated relevant factors other than price. As a result, USAC has acted outside its authority by finding that Henryetta, despite having strictly followed the Commission's rules and precedent, failed to adhere to the Commission's requirements. Furthermore, if the Commission decides that a revision to the rule would advance program goals, such an interpretation should be provided by the Commission before it is applied, and following a notice-and-comment rulemaking.

At a minimum, USAC's decision here substitutes its judgment on the merits of the competitive bidding process for that of the District. When the Commission established the rules for the E-rate program in 1997, it stressed that a fundamental principle would be the determination of local needs by local decision-makers regarding what services would work best for that school or school district.⁴⁶ It did not try to impose a top-down regime where the federal government decided the merits of each service choice of a particular school or district. The idea was that the thousands of schools and districts would know their own technology needs better than the federal government. The Commission has not wavered from this principle. If this decision stands, USAC would be free to evaluate the merits of the respective bidders without the knowledge that applicants have regarding service quality, service history, personnel qualifications, and the value they are receiving for the services purchased. There is simply no way USAC can make a proper evaluation of the bids without that information. In this case, while Henryetta has attempted to provide that information in responses to USAC's reviews, it appears that USAC has discounted the information or failed to take it into consideration, focusing exclusively on the price of the services.

D. If USAC Still Finds the Services Were Not Cost-Effective, USAC Should Commit Funding for Henryetta at a Level That Is Cost-Effective

USAC should, at a minimum, approve part of Henryetta's funding request. There is precedent for such an approach. In the *Fifth Report and Order*, the Commission provided direction for USAC for recovery of funding when it was improperly disbursed.⁴⁷ Cost-

⁴⁶ *Universal Service Order* at ¶¶ 481, 574.

⁴⁷ *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, FCC 04-190 (2004) at ¶¶ 15-44 (*Fifth Report and Order*).

effectiveness is not directly addressed in that order.⁴⁸ However, some of the other illustrations provide guidance for the cost-effectiveness rule. If a carrier charges the beneficiary “an inflated price,” the *Fifth Report and Order* directs that USAC should recover amounts disbursed in excess of what similar situated customers are normally charged in the marketplace.”⁴⁹ Similarly, here, if the standard is that cost two times other pricing is not cost-effective, then, by implication, a price 1.9 times the cost is cost-effective. As such, USAC could calculate the cost of the eligible service at 1.9 times that of a lower price and fund that amount for Henryetta. In addition, the Commission has ruled that, when two providers are providing the same service and one is less expensive, the applicant shall be reimbursed for its Internet connection at the lower rate.⁵⁰ Following that logic, USAC could reimburse the applicant at the rates offered by a different provider. Such an approach would minimize the harm caused by USAC’s delay in determining it had an issue with Henryetta’s selection of Meet Point as its service provider.

* * *

⁴⁸ *Id.* The Commission states that full recovery is appropriate for competitive bidding violations. However, this is not a competitive bidding violation. USAC found no issues with the competitive bidding process; it disagreed with the outcome. There are no allegations that the process was not fair and open, price was not the primary factor or that bids were not solicited for at least four weeks.

⁴⁹ *Fifth Report and Order* at ¶ 30. The Commission also discusses situations in which the beneficiary has requested a “clearly excessive” level of support. That situation is not applicable here, as the examples are those when the beneficiary is requesting a number of lines or equipment that is beyond what is necessary. There is no dispute here that the District requires this level of capacity for broadband services, nor are there any allegations that these services are duplicative or redundant.

⁵⁰ *Schools and Libraries Universal Service Support Mechanism*, Requests for Review by Macomb Intermediate School District, CC Docket No. 02-6, Order, FCC 07-64 at ¶ 9 (2007). This rule is applicable when the applicant could have purchased all of the services from one provider at the lower rate but chose not to, and when the services provided do not exceed the total capacity required.

For the reasons stated above, the District respectfully requests that USAC reconsider its initial decision and grant its funding requests for FY 2016. As the foregoing has demonstrated, the District met the Commission requirements for competitive bidding, and selected the most cost-effective bid available to meet its needs.

List of Exhibits

Exhibit 1: 2015 Invitation for Competitive Bid (AKA RFP)

Exhibit 2: 2015 Bids Received

Exhibit 3: 2016 471 Application

Exhibit 4: Funding Commitment Decision Letter

Exhibit 5: 2015 Bid Evaluations

**Before the Federal Communications Commission
Washington, D.C.**

In the Matter Of)	
)	
)	
Schools and Libraries)	CC Docket No. 02-6
Universal Service Support Mechanism)	
)	
Request for Review and/or Waiver)	Application Nos. 893930, 958323,
By Henryetta Public Schools)	& 1024741
of the Funding Decisions by the)	
Universal Service Administration Company)	

Affidavit of Henryetta Public Schools

I, Randy Witham, swear:

BACKGROUND

1. I am Director of Technology for Henryetta Public Schools since 2004. Recognizing the growth of technology in education, the need for local knowledgeable support and the limited funding resources available, at the time of my hire a technology cooperative was formed between Henryetta School District and six other small rural school districts in the surrounding area. Henryetta, being the larger of the rural districts with an average student population of around 1300, became the LEA of the cooperative and thus is where my office is located. The six member districts range in student population from 60 to 420. All districts prior to 2004 were using non-technical, full time teachers or administrative personnel on site to procure, install, troubleshoot, identify problems and repair. As the sole IT employee in the co-op, I have become the go-to person for all technology related items including 1) hardware (servers, workstations, laptops, tablets, printers, scanners, copiers, network switches, routers, firewalls, content filters, telephony) procurement, configuration, installation, troubleshooting and repair 2) Software procurement, installation, configuration and troubleshooting 3) Network cabling installation and

repair 4) Website administrator 5) Email administrator 6) End-of-year online testing technical contact 7) Erate coordinator. I do not sell any equipment. My role is as IT support, not a vendor that sells anything to the district. Since 2004 the amount of technology, including network-connected devices, in the co-op has grown exponentially. What has not grown is the IT staff. We are still a one-person technology co-op covering approximately 336 square miles and managing 1) approximately 20 servers, 2) approximately 2,500 workstations including tablets and laptops, 3) dozens of printers, copiers, network switches, routers, firewalls and content filters 4) software programs including school cost accounting, student information systems, integrated learning systems, 5) over 125 VoIP telephones.

2. I began work at Ryal School in 1988 as encumbrance clerk. I was given the task of converting financial record keeping from paper-based to computer-based on an Apple IIgs. This was also around the time schools started shifting away from Apple computers toward IBM-based Personal Computers. With my help, Ryal became one of the first, if not the first, districts in the area to have an IBM compatible computer lab and Internet access available in a classroom in the form of AOL dial-up. Over time, I moved from the admin office at Ryal to full time computer/technology work for area school districts eventually moving to Henryetta School and forming our current technology cooperative.
3. I graduated valedictorian from Graham High School. I graduated from East Central University with a BS in mathematics.
4. Henryetta School is a rural district in Henryetta, Oklahoma. The district enrolls approximately 1300 students and maintains 7 campus buildings for academic use.
5. Henryetta School has no full-time, on-site dedicated IT staff other than myself and since I have six other districts in the cooperative to support, I cannot be on-site at Henryetta 100% of the time. I spend most (not all) of my time at Henryetta School and try to work remotely, when possible, on

issues that arise at any of the six other cooperative districts. Even as the district struggles from year to year with limited technology funds, it is important that we maintain a reliable and secure Internet connection which includes the constant need to update/upgrade Internet bandwidth, network equipment (router, switches, firewall, content filter), network cabling, computer workstations and the service and support that goes along with it all.

IMPORTANCE OF TECHNOLOGY

6. Henryetta School relies heavily on Internet connectivity for online cost accounting, online student information systems, online teacher gradebooks, email for teacher/parent communication, web design for lesson plan posting, integrated learning systems, streaming instructional videos, online benchmark testing, and end-of-year online state testing. During the one-month window for end-of-year state testing, it is my responsibility to oversee and maintain 16 labs with approximately 350 testing computers across 7 school districts including 6 labs with approximately 140 computers at Henryetta School. Needless to say, time management along with Internet uptime and high security (we don't want to wind up on the news for having sensitive student and financial information stolen) are extremely important in keeping the district running. To spend days or even hours trying to track down Internet connectivity issues can take away precious time to dedicate to local student technology issues especially during the all-important end-of-school online state testing.
7. It is important for Henryetta School to have a fast, reliable and secure Internet connection. If Henryetta's Internet goes down, the cost accounting system will not work, the student information system will not work, the online gradebook will not work, teacher/parent communication via email will not work, and online instruction will not work. Most importantly, if the Internet connection goes down during the end-of-year online state testing window, student's

focus, concentration and confidence can be adversely affected as well as possibly causing the district to miss important submission deadlines.

8. The district has used AT&T in the past. Issues and downtime with AT&T would sometimes take days to resolve. First, trying to track down and contact someone with knowledge of our district and the district's service was a nightmare. Second, once contact was made, the time to relay the issue and convince AT&T that it was a problem on their end took hours and sometimes days. The last straw was when AT&T promised a circuit/bandwidth upgrade and was unable to deliver. The district moved away from AT&T because we found AT&T's service (and inability to deliver the actual contracted service) to be unacceptable. While the district had not directly used OneNet in the past, both myself and the superintendent had heard of outage/unreliable/unstable service problems concerning OneNet from other schools in the state, and had also heard that their service was oversubscribed (meaning you don't get what you pay for). It was our understanding that OneNet customers might contract for a 100 Mb circuit and actually only receive 45 Mb of access. I had also heard stories from other districts concerning Windstream and their inability to deliver service on time along with very poor support.

THE PROCUREMENT

9. In 12 years as the cooperative tech director, I, along with the district's administration, have evaluated the technology needs of the district as follows:
 - i. We needed affordable, reliable connectivity sufficient to handle our growing online needs;
 - ii. We needed reliable connectivity to support the learning and teaching experiences; and
 - iii. We needed quality connectivity to assure that the district received content appropriate to our needs, and filtered out content that was inappropriate.

- iv. We needed network protections (i.e., firewall) sufficient to protect our network from hackers, spam, attacks, and viruses.
 - v. We needed to ensure that, if the network went down, our provider would be available to assist with restoring service as soon as possible.
10. Accordingly, the district decided what evaluation criteria to use to evaluate the bids received.
11. The district received a list of possible categories from our consultant, CRW Consulting, but the district determined which categories we would use for evaluation of the bids.
12. The competitive bidding process was fair and open. Meet Point did not have any role in the development of the RFP nor did it have any information not available to any other bidder.

THE EVALUATION PROCESS 2013 (Internet)

13. The district decided to use Price of Eligible Goods & Services and Service History as the two categories used in the evaluation. Since price should always carry the most weight, it was given the highest points possible of up to 40. Because the district believes a track record (good or bad) is extremely important, service history was given a maximum points possible of 20.
14. In preparing each evaluation we took into consideration cost, quality of service, availability of support, ability to meet the district's scheduling requirements, potential risks with providers and past experience with personnel. If there was no service history, we considered things we had heard or read about the service provider.
15. The final decision for the ISP selection always comes down to the needs of the district as determined by district's board of education and utilizing the bid evaluations as prepared by myself with assistance from the superintendent from the bid documentation received from the bidders.
- a. Price of Eligible Goods & Services: Forty points was awarded to the lowest cost bidder, OneNet. Thirty-nine points to the second lowest, Meet Point Networks.
- Service History: Zero points were awarded to OneNet because the district has no

history with the vendor and because myself and the superintendent had heard of oversubscribing and outage problems with OneNet. Ten points was awarded to Meet Point. Even though Meet Point was a relatively new ISP, the district had several years of very positive experience with the people that operate Meet Point (Mike Pennell and Beverly Fielding). The people that run Meet Point, Mike and Bev, also run another company called NewNet 66. The district has had several years of outstanding service from NewNet 66. That company, NewNet66, was previously responsible for onsite turn of up of our Internet services, onsite technical support for our Internet connection, and firewall protection from our ISP (as a subcontractor for Cox, our previous ISP). We knew the people we were dealing with at Meet Point and had over three years of experience with them for our Internet service previously. Additionally, following the link on the Meet Point bid (For more information please visit NewNet66's description of services overview at www.newnet66.org) lead us to realize that Meet Point provided additional services that the other bidders did not list on their bids. These services include: providing Internet Maintenance including onsite circuit turn-up, head-end firewall service, firewall configuration, proactive 24x7 service outage calls, direct line to 24x7 technical support person (no call centers), and on-site technical support .

- b. Meet Point included 24x7 Internet Access troubleshooting & repair, onsite visits to restore Internet Access, head-end firewall. These services were important to the district, especially because we share an IT director with six other schools – the ability for the ISP to keep us out of trouble and restore service quickly was paramount in our decision making process.

16. The total points awarded to Meet Point were 49.

THE EVALUATION PROCESS 2014 (Internet)

17. The district decided to use Price of Eligible Goods & Services, Service History, Expertise of Company, Understanding of Needs/Completeness of Bids and Location of Company as the five categories used in the evaluation. Since price should always carry the most weight, it was given the highest points possible of up to 25. Because the district believes a track record (good or bad) is extremely important, service history was given a maximum points possible of 20. Along with service history, first-hand knowledge of the expertise of a company was also given a maximum possible points of 20. The importance for the company to understand the needs for our particular district also garnered a maximum points possible of 20. Lastly, location of company was given a maximum points possible of 15. Company location closer to Henryetta could mean a quicker arrival time for critical on-site visits for troubleshooting and repairs.
18. In preparing each evaluation we took into consideration cost, quality of service, availability of support including company location, ability to meet the district's scheduling requirements, potential risks with providers and past experience with personnel. If there was no service history, we considered things we had heard or read about the service provider.
19. The final decision for the ISP selection always comes down to the needs of the district as determined by district's board of education and utilizing the bid evaluations as prepared by myself with assistance from the superintendent from the bid documentation received from the bidders.
- a. Price of Eligible Goods & Services: Twenty-five points was awarded to the lowest cost bidder, AT&T. Twenty-four points to the second lowest bidder, OneNet. Twenty-three points to the third lowest bidder, Meet Point.
- Service History: One point was awarded to AT&T because the district had history with the vendor. It was only one point because of poor service and the failure to deliver a promised upgrade as described in item #8. Zero points was awarded to OneNet because

the district has no history with the vendor and because myself and the superintendent had heard of oversubscribing, outages and an overall unstable network with OneNet. Twenty points was awarded to Meet Point because the district was having an extremely positive year with Meet Point during the time of the evaluations. Also, the district had several years of very positive experience with the people that operate Meet Point (Mike Pennell and Beverly Fielding). The people that run Meet Point, Mike and Bev, also run another company called NewNet 66. The district has had several years of outstanding service from NewNet 66. That company, NewNet66, was previously responsible for onsite turn of up of our Internet services, onsite technical support for our Internet connection, and firewall protection from our ISP (as a subcontractor for Cox, our previous ISP). We knew the people we were dealing with at Meet Point and had over three years of experience with them for our Internet service previously. Additionally, following the link on the Meet Point bid (For more information please visit NewNet66's description of services overview at www.newnet66.org) lead us to realize that Meet Point provided additional services that the other bidders did not list on their bids. These services include: providing Internet Maintenance including onsite circuit turn-up, head-end firewall service, firewall configuration, proactive 24x7 service outage calls, direct line to 24x7 technical support person (no call centers), and on-site technical support (including loaner equipment for use while waiting for manufacturer repairs, if necessary.)

Expertise of Company: One point was awarded to AT&T. While AT&T has been in the telecom business for years, the district's past negative experience was an indication of how less-than-expert they were. Fifteen points was awarded to OneNet. OneNet did not receive the maximum points possible because the district had no history with the

company and thus had no first-hand knowledge of the company's expertise along with things the superintendent and I had heard (oversubscribing, outage problems and unstable network.) Twenty points was awarded to Meet Point because of the current positive experience having them as our ISP, having worked with the people that run Meet Point, Mike and Bev, and having had several years of outstanding service from NewNet 66.

Understanding of Needs/Completeness of Bids: One point was awarded to AT&T, 20 points was awarded to OneNet and 20 points was awarded to Meet Point because OneNet and Meet Point had a better understanding that the district needed more than just a connection to the Internet.

Location of Company: Zero points was awarded to AT&T, 10 points was awarded to OneNet and 15 points to Meet Point because Meet Point is located about an hour away, OneNet about an hour & a half and AT&T because when we had used their Internet service previously and I had called them with service issues, I generally got someone out of state with no knowledge of where Henryetta is let alone the school district.

- b. Meet Point included 24x7 Internet Access troubleshooting & repair, onsite visits to restore Internet Access, head-end firewall. These services were important to the district, especially because we share an IT director with six other schools – the ability for the ISP to keep us out of trouble and restore service quickly was paramount in our decision making process.

20. The total points awarded to Meet Point were 98.

THE EVALUATION PROCESS 2015 (Internet)

- 21. The district decided to use Price of Eligible Goods & Services, Price of Ineligible Goods and Services, Service History, Expertise of Company, Understanding of Needs/Completeness of Bids,

Onsite Technical Support Services, Basic Firewall Services and Onsite Configuration/Turn Up Service as the eight categories used in the evaluation. Since price should always carry the most weight, it was given the highest points possible of up to 25. Part of the price can sometimes include ineligible items so a maximum points possible of 15 was assigned for Price of Ineligible Goods and Services. Because the district believes a track record (good or bad) is extremely important, service history was given a maximum points possible of 20. Lastly, location of company was given a maximum points possible of 15. Having an extremely small IT staff (one person) at the district made Onsite Technical Support an extremely important category and was assigned a maximum points possible of 20. Student online safety and the safety & security of financial and student data is extremely important to the district and so Basic Firewall Services was assigned a maximum possible points of 20. Changing ISPs or upgrading bandwidth can require complex OS commands and configuration therefore Onsite Configuration/Turn Up Service was assigned a maximum possible points of 10.

22. In preparing each evaluation we took into consideration cost, quality of service, availability of support including company location, ability to meet the district's scheduling requirements, potential risks with providers and past experience with personnel. If there was no service history, we considered things we had heard or read about the service provider.

23. The final decision for the ISP selection always comes down to the needs of the district as determined by district's board of education and utilizing the bid evaluations as prepared by myself with assistance from the superintendent from the bid documentation received from the bidders.

b. Price of Eligible Goods & Services: Twenty-five points was awarded to the lowest cost bidder, OneNet. Seventeen points to the second lowest bidder, Telecomp. Fourteen points was awarded to the third lowest bidder, AT&T. Thirteen points was awarded to the fourth lowest bidder, Windstream. Nine points was awarded to the fifth lowest

bidder, Dobson. Eight points was awarded to the sixth lowest bidder, Suddenlink. Five points was awarded to the seventh lowest bidder, Meet Point. Four points was awarded to the eighth lowest bidder, BTC.

Service History: Zero points was awarded to OneNet because the district has no history with the vendor and because myself and the superintendent had heard of oversubscribing, outage problems and an unstable network with OneNet. Zero points was awarded to AT&T because of previous history of poor service and the failure to deliver a promised upgrade. Twenty points was awarded to Meet Point because the district was in the middle of the second year having an extremely positive experience with Meet Point. Also, the district had several years of very positive experience with the people that operate Meet Point (Mike Pennell and Beverly Fielding). The people that run Meet Point, Mike and Bev, also run another company called NewNet 66. The district has had several years of outstanding service from NewNet 66. That company, NewNet66, was previously responsible for onsite turn of up of our Internet services, onsite technical support for our Internet connection, and firewall protection from our ISP (as a subcontractor for Cox, our previous ISP). We knew the people we were dealing with at Meet Point and had over three years of experience with them for our Internet service previously. Additionally, following the link on the Meet Point bid (For more information please visit NewNet66's description of services overview at www.newnet66.org) lead us to realize that Meet Point provided additional services that the other bidders did not list on their bids. These services include: providing Internet Maintenance including onsite circuit turn-up, head-end firewall service, firewall configuration, proactive 24x7 service outage calls, direct line to 24x7 technical support person (no call centers), and on-site technical support (including loaner equipment for use while waiting for manufacturer

repairs, if necessary.)

Onsite Technical Support Services: Seven points was awarded to Suddenlink for offering a 4-hour response time. Twenty points was awarded to Meet Point because, not only does Meet Point offer onsite support, they have proven to be quick and effective. Zero points was awarded to OneNet, Telecomp, AT&T, Windstream, Dobson and BTC because no onsite support was offered.

Basic Firewall Services: Twenty points was awarded to Meet Point for offering head-end firewall support. Zero points was awarded to OneNet, Telecomp, AT&T, Windstream, Dobson, Suddenlink and BTC because no firewall support was offered.

Onsite Configuration/Turn Up Service Twenty points was awarded to Meet Point because onsite configuration/turn up was offered. Zero points was awarded to OneNet, Telecomp, AT&T, Windstream, Dobson, Suddenlink and BTC because no onsite configuration/turn up was offered.

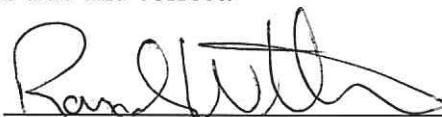
- c. Meet Point included 24x7 Internet Access troubleshooting & repair, onsite visits to restore Internet Access, head-end firewall. These services were important to the district, especially because we share an IT director with six other schools – the ability for the ISP to keep us out of trouble and restore service quickly was paramount in our decision making process.

24. The total points awarded to Meet Point were 75.

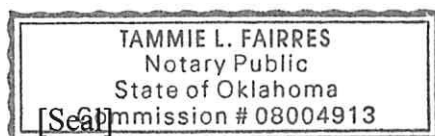
25. A final, personal note: I have worked in public education for nearly 30 years. I have been there in the trenches managing the finances, writing grants, trying to make ends meet with limited funding and in many cases NO funding. I have been there with administrators, teachers, parents and community members donating our own personal time and money in an effort to have the best public school education for our children. I have worked hand-in-hand with those same

people doing things NOT in our job description...picking up trash, cleaning classrooms, working athletic events, working community events, and even taking kids home after school-sponsored events because mom & dad had no vehicle. In my current position as director of technology for the cooperative, I come to the office nearly every day, seven days a week. During a regular work week, I get to work around 7 a.m. and most days I do not leave work until 6 p.m. or after. I work weekends and nights after school hours to install, replace, repair and upgrade equipment or to run cable just so I don't have to interrupt classroom teaching. I spend so much time at work because I enjoy it and I have an obligation to the seven school districts in the cooperative...an obligation to make sure their technology is up & running and working effectively. The decisions I made were the ones that I believed brought the best value to the district, and the vendors I selected I believe were the most cost-effective for the needs of our district. I say all of this to make a point...I know my schools and I know their needs because I live it every single day. For the life of me I cannot understand how someone sitting in an office in Oklahoma City or Washington DC can somehow know better than me, the superintendents and the local school boards what is the best ISP solution for each district.

I certify under penalty of perjury that the foregoing is true and correct.


[Name] Randall
[Address] 021600 S. 185 Rd.
Henryetta, OK 74437

Subscribed and sworn to before me this 5th day of July, 2016.



EP - 5/7/2020

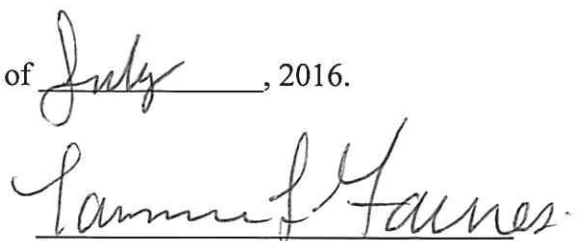

Notary Public

Exhibit 1: Invitation for Competitive Bid (AKA: RFP)

IFCB Posted

19 December 2014

**Henryetta Public
Schools****District Address**

1801 Troy Aikman Dr

Henryetta, OK 74437

IFCB ID: 535400001277095**Bid Deadline:**

16 January 2015

Questions Due By:

09 January 2015

IFCB Requirements

All Questions and Bids must be submitted using the on-line IFCB system. If for some reason the system is down before the respective deadline, please email your bid to info@crwconsulting.com or fax it to 918.445.0049. Bids or questions submitted in this fashion will be disqualified if the on-line system is active at the time of submission.

Bidder must agree to participate in USF Program (AKA "E-rate") for the corresponding funding year.

Please include the correct Service Provider Identification Number (SPIN) on your bid.

By submitting a bid, bidder certifies that the bidder does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. Should the Applicant discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and the applicant will have no payment obligations to the bidder.

Bidder is expected to provide the lowest corresponding price per E-rate rules. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for details.

Contracts must not prohibit SPIN changes.

Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).

Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than \$20 or gifts totaling more than \$50 within a 12 month period.

All contracts awarded will be contingent upon E-rate funding and final board approval. The applicant may choose to do all or part of the project upon funding notification.

All contracts awarded under this IFCB bidding process may be voluntarily renewed by the applicant, upon written notice to the provider, for five consecutive one year terms.

E-rate rules require applicants to evaluate the cost of eligible goods and services, and to cost-allocate out the amount for ineligible services from their funding request. If your company will be bidding internet access service, please identify the amount to be cost-allocated out for the ineligible services – email service, web hosting, content filtering, or other bundled ineligible services.

Services and Equipment Requested

Internet Access - Minimum 100Mb bandwidth. Applicant may consider higher bandwidths. School district is requesting a multi-year scalable contract that provides the option to increase bandwidth during the term of the contract. The applicant is also requesting onsite technical support services, basic head-end firewall services, and on-site configuration and turn of the service. The terminating address for this circuit is 1800 Troy Aikman Dr., Henryetta, OK 74437; (918)652. E-rate rules require applicants to evaluate the cost of eligible goods and services, and to cost-allocate out the amount for ineligible services from their funding request. If your company will be bidding **internet access service**, please identify the amount to be cost-allocated out for the ineligible services – email service, web hosting, content filtering, or other bundled ineligible services.



Questions Received with District Answers:

No Data

Exhibit 2: Bids Received



E-rate Proposal for Henryetta Public Schools

November 17, 2014

To: Chris Webber, Consultant
Henryetta Public Schools
1800 Troy Aikman dr, Henryette, OK 74437

From: MICHAEL MURPHY, AT&T SALES/MARKETING PROGRAM SUPPORT
59221 HICKORY RD NA, SOUTH BEND, IN 46614
Office: 5742574988
Email: michael.murphy.4@att.com

Introduction

In response to Henryetta Public Schools's Form 470 bid #537040001245173, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- Managed Internet Service (MIS) is an Internet access service that combines a high-speed, symmetrical, dedicated connection with consolidated application management. It lets you reliably access information resources and communicate with Internet users worldwide. MIS includes proactive, 24x7 network monitoring, enhanced network security features, and maintenance of the communications link between your locations and the AT&T network.

Features and Benefits

The solution gives you the following:

- World-Class Support—We provide 24x7 expert technical assistance, and we back our service with strong Service Level Agreements (SLAs) and provisioning intervals. With MIS, you can count on support and service when you need it.
- Network Address Translation (NAT)—(standard with MIS with Managed Router service) protects your local private network addresses by hiding them from open Internet addressing. This approach has become an increasingly important defense against network reconnaissance.

Advantages of AT&T

Working with AT&T gives you the following advantages:



E-rate Proposal for Henryetta Public Schools

November 17, 2014



- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Reliability**—AT&T is one of the strongest, most dependable communication providers in the industry. We monitor our network to identify and correct service issues quickly.
- **Security**—AT&T has one of the most comprehensive security portfolios in the industry. We build in robust security measures at every network layer to help reduce the risk of outages and intrusions.
- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.att.com/erate and download the E-rate brochure.

**Take the pledge to stop
texting while driving**



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more.](#)

Solution Pricing

Pricing for Managed Internet Service (MIS) is based on the following term: 36 months

Note: MRC = monthly recurring charge and NRC = non-recurring charge

Ethernet Local Access - 201401 (E-Rate) (36-Month Term)

Item	Description	Qty New	Qty Current	Total MRC	Total NRC
Ethernet Local Access; Switched	100M with MIS / 100BaseTX / SBC / N / All / IP / N / HNRKMA / MIS / TULSOKTB / 100BaseTX Electrical / HNRKMA / SBC / Unknown Prem CLI / N / Not Certified /	1		\$ 500.00	TBD
Ethernet Local Access; Switched	250M with MIS / 1000BaseSX/LX / SBC / N / All / IP / N / HNRKMA / MIS / TULSOKTB / 1000BaseSX Optical MMF / HNRKMA / SBC / Unknown Prem CLI / N / Not Certified /	1		\$ 500.00	TBD
Ethernet Local Access; Switched	1000M with MIS / 1000BaseSX/LX / SBC / N / All / IP / N / HNRKMA / MIS / TULSOKTB / 1000BaseSX Optical MMF / HNRKMA / SBC / Unknown Prem CLI / N / Not Certified /	1		\$ 600.00	TBD
TOTAL				\$ 1,600.00	-



E-rate Proposal for Henryetta Public Schools

November 17, 2014



LD MIS InR Schedule 2 201209 E-Rate (36-Month Term)

Item	Description	Qty New	Qty Current	Total MRC	Total NRC
LD MIS Schedule 2 Erate	Ethernet / MIS (w/ Managed Router) / 100 Mbps / 100 Mbps / Ethernet / Standard / 7204-EA / Tele-Install / Total Service without PNT (may include CoS) / SBC / OK / IR	1		\$ 1,056.40	\$ 0.00
LD MIS Schedule 2 Erate	Ethernet / MIS (w/ Managed Router) / 250 Mbps / 250 Mbps / Ethernet / Standard / 7304-EA / On-Site / Total Service without PNT (may include CoS) / SBC / OK / IR	1		\$ 2,105.60	\$ 750.00
LD MIS Schedule 2 Erate	Ethernet / MIS (w/ Managed Router) / 1 Gbps / 500 Mbps / Ethernet / Standard / 7304-EA / On-Site / Total Service without PNT (may include CoS) / SBC / OK / IR	1		\$ 3,512.00	\$ 750.00
TOTAL				\$ 6,674.00	\$ 1,500.00

Product	Service Provider Identification Number (SPIN)
Managed Internet Service (MIS)	143001192

Solution Pricing Summary - 36 month term - Contract required

36 month agreement: 100 MB with Managed Router (1800 Troy Aikman dr.) \$1556.40 per month with \$0 non-recurring charges with 100BaseTX .

Or

36 month agreement: 250 MB with Managed Router (1800 Troy Aikman dr.): \$2605.60 per month with \$750 non-recurring charges with 1000BaseSX.

Or

36 month agreement: 500 MB with Managed Router (1800 Troy Aikman dr.): \$4112.00 per month with \$750 non-recurring charges with 1000BaseSX.

Important Notes: Pricing assumes conduit is available from curb to the building. Pricing does not include special construction fees (highly unlikely, but may be applicable) which require investigation by AT&T after validation of bandwidth needs from the client. Please provide addresses and bandwidth requirements if you would like to entertain AT&T pricing proposals for additional locations.

Important Information

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T. **Terms and Conditions**—Unless otherwise stated herein, this



AT&T Proprietary: The information contained herein is for use by authorized persons only and is not for general distribution.



E-rate Proposal for Henryetta Public Schools

November 17, 2014

proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's standard terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2014 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/sl. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit www.att.com/broadbandinfo. **End User Equipment**—Beginning with funding year 2015, E-rate recipients must cost allocate non-ancillary ineligible components that are bundled with eligible products or services, including those end user device components that previously would have fallen within the scope of components not requiring cost allocation as described in the 2010 Clarification Order. Cost allocations are the responsibility of E-rate Applicants. When AT&T provides an AT&T Mobility voice and data bundled plan, applicants can use 49% for voice and 51% for data in their cost allocations. For additional information, reference USAC/SLD website @ <http://www.usac.org/sl/> and Cost Allocation Guidelines for Services @ <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/cost-allocations.aspx>. Equipment availability and pricing is subject to change based on when plans are activated.





Telecommunication Solution

Prepared Exclusively for

Henryetta Public Schools

January 16, 2015

Scott Boultinghouse

BTC Broadband

sboultinghouse@olp.net

C: 918.520.4424



918.366.8000 | BTCBroadband.com
11134 S. Memorial Drive | Bixby, OK 74008
401 S. Dewey, Suite 501 | Bartlesville, OK 74003



BTC Broadband
11134 S. Memorial Drive
Bixby, OK 74008

BTC Broadband Spin #: 143031484

Henryetta Public Schools
1801 Troy Aikman Dr.
Henryetta, OK 74437

BTC Broadband thanks you for the opportunity to provide a proposal that presents our communications solutions that we believe will enhance your business initiatives. We believe our proposal offers you an exceptional combination of experience and resources to meet your telecommunications needs cost-effectively.

BTC Broadband is confident our proposed solutions will meet your connectivity requirements and educational initiatives. Our powerful fiber networks, operational excellence and the ultimate in customer care, deliver value unsurpassed by most current providers. In the enclosed proposal, you will find an overview of our company and services, and our recommended business solution for Henryetta Public Schools.

Thank you for considering BTC Broadband and we look forward to the next step in your selection process. Please do not hesitate to contact me if there is any additional information needed in your evaluation. We look forward to doing business with Henryetta Public Schools.

Thank you,

Scott Boultinghouse
Senior Account Executive
BTC Broadband®

direct: 918.366.0227 cell: 918.520.4424 fax: 918.364.3022 email: sboultinghouse@olp.net



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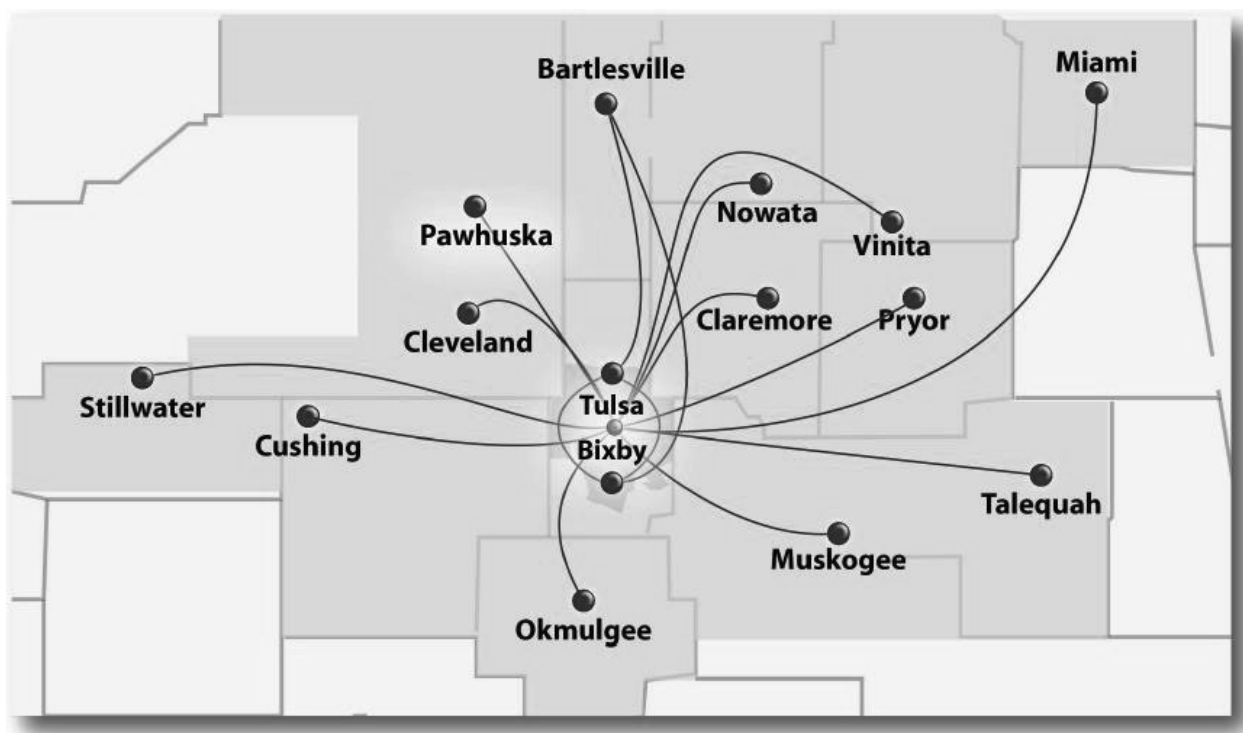


Company Information:

BTC Broadband is a high tech, broadband communications company offering cutting-edge communication and entertainment products in Oklahoma. The company provides a variety of services to both residential and business customers including local telephone and long distance phone service, High Speed Internet, and Ethernet MPLS Networks.

Since 1914, BTC Broadband has continually met the growing technology needs of our customers. BTC Broadband is currently deploying Fiber-To-The-Home (and Business) in order to provide high speed two-way video, voice, and data services. These advanced communications allow customers to scale services to meet the ever growing need for greater bandwidth and improved connectivity.

BTC Broadband has expanded beyond our traditional role as an incumbent provider within the borders of Bixby, OK. In response to our customers request and service needs, BTC Broadband has become a leading regional provider throughout Northeast Oklahoma.



Delivering intelligent solutions to save you time and money.



Please take a few moments to learn more about BTC Broadband:

<http://www.youtube.com/watch?v=9VoyhOcrEKc>



<http://www.youtube.com/watch?v=9VoyhOcrEKc>

Technology Capabilities:

BTC Broadband is a regional provider completely based in Oklahoma. Many of our employees have Cisco and Apple certifications, and BTC ensures that our people are trained in the latest technology that our customers require to enhance their business. We deliver service to our customers over fiber-optic connections whenever possible. Fiber-optic lines are the best technology available anywhere in the world to provide voice, internet and private network communications. Fiber allows BTC to scale internet and network connections to their highest capacity. Bandwidth is only one part of delivering a quality service. Network latency is extremely important to ensure timely delivery of your communications. Our network consistently provides communication to our Tulsa Data Center in under 50 milliseconds. We utilize this network for business only communications, so we are dedicated to providing our clients with the fastest, most reliable service available.



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Customers:

We would like to add you to our growing list of customers. BTC Broadband serves many clients you may be familiar with including:

Bixby Public Schools
Glenpool Public Schools
Liberty-Mounds Public Schools
Osage Hills School District 3
City of Bixby
City of Okmulgee
Okmulgee County
Washington County
Citizens Security Bank
Grand Bank

Jane Phillips Medical Center
Western Sun Federal Credit Union
Samson Resources
Goodwill of Tulsa
Reasor's Foods
Standley Systems
Hampton Inn
Fairfield Inn
Walgreens
Cobra Manufacturing

BTC Broadband serves a growing number of large schools and business clients. We evaluate and provide a custom solution for each customer to ensure that communication needs meet the growing demand each of them have for improved connectivity to their customers.

BTC Broadband Leadership:

Robert Rozell is Chief Executive Officer of BTC Broadband. Rozell previously held the position of Chief Operating Officer at BTC Broadband. He also has numerous regulatory responsibilities. He was honored by the Oklahoma Telephone Association by being inducted into its Hall of Fame, and is also a member of the Bixby Metro Chamber of Commerce.

With more than 25 years' experience in the telecom industry, Rozell's background includes positions with Beacon Telecommunications Advisors and Panhandle Telephone Cooperative, where he contributed to the company's substantial growth in revenues and customers.

Scott Floyd is President of BTC Broadband. Floyd is responsible for managing Sales, Marketing, Customer Service and Business Development. He is a former Bixby Metro Chamber of Commerce board member from 2007 to 2010 served as the chair for 2007. He is a former scoutmaster and youth coach and actively participates in community events.

Floyd has over 25 years' experience in the competitive side of telecommunications, Internet and broadband businesses. Floyd states, "each day we work harder for our customers. Our personal service, quality and competitiveness are what set us apart."

Scott Lowry is Chief Operating Officer of BTC Broadband. Lowry oversees the entire technical operations of the company and is actively involved in helping to manage all aspects of the business,



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including all switching and transmission technology in the network, and all voice, Internet, and video services. He has significantly contributed to the development of BTC's network, enabling the company to provide the best package of communications services in the region.

Lowry has over 20 year's industry experience with companies such as WilTel, WorldCom, MCI, and McLeod USA. Scott brings extensive Network Planning and IT management of local, national and international networks. He currently serves as a member on the Board of the Bixby Metro Chamber of Commerce and Chairman of the Board of the John Knox Child Development Center.

Jason Baxter is Director of Plant Operations for BTC Broadband. Baxter is responsible for all aspects of engineering, construction, installation and repair, and service delivery. He works tirelessly to ensure the best broadband services are possible for our customers within our service areas.

A graduate of Northeastern State University, Baxter has over 15 years' experience in the utility and telecom industries and has performed network engineering and planning, construction and project management for over 3,000,000 end users, spanning over 4 states.

Scott Boultinghouse is a Senior Account Executive of BTC Broadband. Boultinghouse's responsibilities include identifying areas of growth for BTC Broadband by evaluating expansion markets that would benefit the most by upgrading to fiber-optic based communications. He has made significant contributions to BTC's expansion into Bartlesville and Okmulgee.

Scott has over 10 years' experience in the telecommunications industry. Through his experience, industry knowledge and understanding clients' needs, he has contributed to his customers' long term growth and profitability. Always leading with a customer first attitude, he seeks ways to improve corporations' communication systems and disaster recovery-business continuity plans. His expertise has been utilized by all sizes of businesses throughout the greater Northeast Oklahoma.

Henryetta Public Schools:

BTC Broadband is excited to provide Henryetta Public Schools with a scalable, robust and survivable telecommunications network to meet your current and future needs. We know you will be very pleased with the technical and financial aspects of this offering.

The BTC solution provides Henryetta Public Schools with the tools to adjust to an ever-changing educational environment with the flexibility to take advantage of new technology as your school grows and your networking requirements evolve. As a business partner and communications service provider, BTC Broadband is uniquely qualified to provide you with the services and solutions that will help you meet these educational challenges.





Upon your selection of BTC Broadband as your service provider, we will construct new fiber-optic lines directly to Henryetta Public Schools. BTC will provision a dedicated 100 Mbps connection to the internet through our redundant internet gateway. These communication lines are fully capable of providing for the current needs of the school, and can be scaled for greater bandwidth should your needs change in the future. BTC Broadband has also included an optional proposal for the schools managed services. These services are not required by BTC to facilitate the telecommunication service, and BTC's service is compatible with any company providing such service for the school.

Evaluation:

Consultants and schools utilize different criteria when evaluating E-Rate bids. BTC would like to point out our qualifications that you may consider in your decision making process.

Price: We believe in helping schools achieve more with their funding whenever possible. Our proposal represents a significant savings over your last years' filing (based on USAC filings).

Prior Experience: While BTC may be new to your school, we provide for several other school districts (Bixby, Glenpool, Liberty Mounds and Osage Hills). These schools have internet connections ranging from 250 MB to 1 GB and we provide Gigabit wide area network across 3 locations for one specifically. BTC can provide superior service while still delivering the relationship of a smaller local business partner.

Personnel Qualifications: In addition to the management qualifications outlined above, BTC Broadband employs a diverse range of individuals with skill sets and qualifications for every technology solution. We have worked with industry leading network equipment from Cisco to Juniper to Brocade. Additionally, our engineers and technicians have worked with a variety of WIFI platforms that BTC installs itself or manages.

Responsiveness: BTC Broadband prides itself on outstanding customer service. We have served our local customers in Bixby for over 100 years. We live and work in the areas we provide service to, and that is reflected in our community involvement in every market we construct our network in.

We understand that when you are buying business telecommunications service, you are not just buying the latest technology; you are buying the expertise and the ability to solve problems that go with it. By utilizing BTC Broadband's state-of-the-art fiber optic transmission facilities, Henryetta Public Schools will receive a level of performance and availability second to none. An intelligent communications solution from BTC can allow you to accomplish more with less funding, increase productivity and control costs.



**Business Services Agreement**

11134 S Memorial, Bixby, OK 74008
401 S Dewey, Bartlesville, OK 74003

BTC Broadband Spin #: 143031484

Scott Boultinghouse, BTC Broadband

Phone: 918.366.0227
Fax: 918.364.3022

Contract: Dewar Telecom

Customer Information

Legal Company Name: Henryetta Public Schools
Street Address: 1801 Troy Aikman Drive
City/State/Zip: Henryetta, OK 74437

Billing Address: Same
City/State/Zip:
Federal Tax ID:

Authorized Customer Contact Information

Name: Dwayn Noble
Telephone: (918) 652-6523
Fax:
Email Address: dnoble@henryetta.k12.ok.us
BTC Acct. No.:

BTC Services: Telecommunication Services

Qty	Product	Description	Term (Months)	Monthly Recurring	Non Recurring	Total Monthly Recurring
1	Net100	Fiber Optic Internet - 100 Mbps	36	\$5,500.00	\$0.00	\$5,500.00

Total: \$0.00 \$5,500.00

Terms & Conditions

See additional Terms and Conditions attached.

Customer Authorized Signature:

Printed Name:

Title:

Date:



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**Business Services Agreement****Scott Boultinghouse, BTC Broadband**

11134 S Memorial, Bixby, OK 74008

Phone: 918.366.0227

401 S Dewey, Bartlesville, OK 74003

Fax: 918.364.3022

BTC Broadband Spin #: 143031484

Contract: Dewar Managed Services

Customer Information**Legal Company Name:** Henryetta Public Schools**Billing Address:** Same**Street Address:** 1801 Troy Aikman Drive**City/State/Zip:****City/State/Zip:** Henryetta, OK 74437**Federal Tax ID:****Authorized Customer Contact Information****Name:** Dwayn Noble**Telephone:** (918) 652-6523**Fax:****Email Address:** dnoble@henryetta.k12.ok.us**BTC Acct. No.:****BTC Services: Optional Managed Services**

Qty	Product	Description	Term (Months)	Monthly Recurring	Non Recurring	Total Monthly Recurring
1	EM	Hosted Email with Unlimited Users	12	\$20.50	\$0.00	\$20.50
1	EA	Email Archiving per Domain	12	\$83.00	\$0.00	\$83.00
1	WH	Web Site Hosting	12	\$4.15	\$0.00	\$4.15
1	CMS	Web Site Hosting with Content Management	12	\$20.50	\$0.00	\$20.50
1	CF	Content Filtering	12	\$54.00	\$0.00	\$54.00
1	FM	Firewall Management	12	\$20.50	\$0.00	\$20.50
				Total:	\$0.00	\$202.65

Terms & Conditions

See additional Terms and Conditions attached.

Customer Authorized Signature:

Printed Name:

Title:

Date:

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Contract Terms and Conditions:

Term and Renewals: The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year ("Initial Term"), subject to extensions permitted below. The parties intend for the Term hereof to begin on or about July 1, 2015, but regardless of when the first year of the Term actually commences, the first year of the Term shall expire upon June 30, 2016 with each successive one year renewal Term to expire on the following June 30th. Upon expiration of the Initial Term Customer shall have the right to extend this Agreement for two (2) additional one (1) year Terms, each exercisable upon notice of Customer or by mutual ratification of the parties. For each one year renewal Term, Customer agrees to use good faith and commercially reasonable efforts to secure budget appropriations for the Services under this Agreement. If, at any time during the Term hereof, Customer does not receive the necessary budget appropriations for this Agreement, despite its good faith efforts to obtain such appropriations, Customer may, at its option, terminate this Agreement by providing written notice to BTC Broadband along with reasonable documentation substantiating such failure. Upon BTC Broadband's receipt of such notice, this Agreement shall terminate without liability to Customer (except that Customer will be required to pay for all Services rendered through the date of termination and shall also reimburse BTC Broadband for the construction costs, if any, still unamortized upon the date of termination), and BTC Broadband may disconnect Services. Upon expiration of the Term and the extensions set forth above, the Agreement shall automatically renew and continue in effect on a month-to-month basis ("Renewal Terms") until terminated by either party on thirty (30) days prior written notice. The Initial Term and Renewal Terms may collectively be referred to as the "Term".



FIBER TO THE BUSINESS

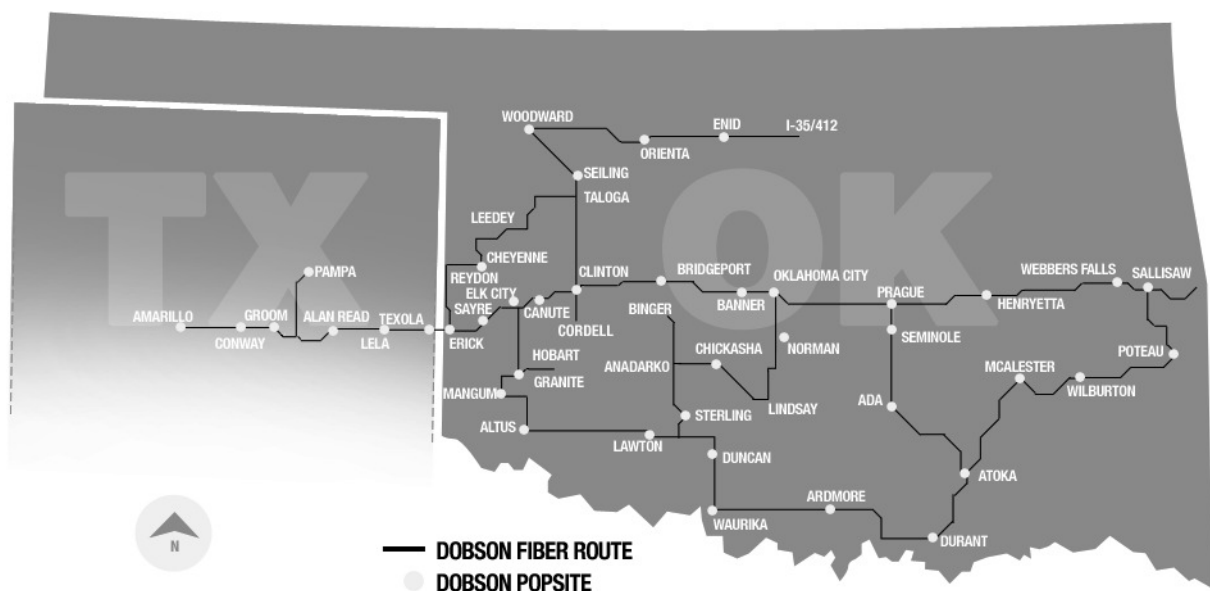
Your business depends on quality, efficient technology to serve your customers. With a fiber-to-the-business solution from Dobson Technologies, your organization has a clear line of communication that connects all elements of your business. We provide you with dedicated internet-access and the bandwidth you need for the transmission of your company's data.

Features

- Scalable Bandwidth
- Dedicated Internet Connection for Faster, Consistent Performance
- Move Data Quickly and Reliably
- Built-in Redundancy
- 24/7 Customer Support
- Consolidate all Communication Needs Over One Connection

Business Benefits

- Improves Communication
- Improves Employee Productivity
- Improves Customer Relationships
- Improves Business Efficiencies
- Improves Profitability and Creates Growth Opportunities



TRANSPORT SOLUTIONS

WHY DOBSON TECHNOLOGIES

Proven

For more than 75 years, the Dobson name has been associated with superb, dependable communication and technology services that have made us a trusted community and business partner. We've made a positive impact upon Oklahoma's economy and upon the quality of life throughout the state.

Personnel & Expertise

Dobson is committed to delivering the highest level of industry expertise to our customers. We produce significant and reliable results for our customers because our employees are among the best in the industry, and we have depth. Our personnel are certified experts in their core job functionality with numerous industry-recognized certifications from VMware, Cisco, Microsoft, Red Hat and Certified Business Resilience Manager.

Facilities & Technology

Our geographically-separate data centers and fiber optic network help Oklahoma businesses improve business continuity with the latest and most advanced technologies. Our data centers deliver cloud-based data protection, virtualization and disaster recovery services with regulatory-compliant, industry-leading technology. And with a 2,000 mile fiber optic network spanning most of Oklahoma and into the Texas panhandle, we keep rural Oklahomans connected by meeting their increasing data needs. Our deep pool of resources delivers peace of mind to you and your business.

Customer Focused

We are committed to ensuring the success of your business. We work closely with your business to assess your needs, creating a customized solution that's not one-size-fits-all. We take an intimate approach with our customers in order to understand their needs. We are your partner, and your success is personal to us.

Proven. Reliable. Dobson.



Date: January 12, 2015

SPIN 143009815

TO: Technology Director
1801 Troy Aikman Dr.
Henryetta, OK 74437

From:
Rob Griffin
405-306-5388
rob.griffin@dobsontechnologies.com

100 MB Internet Access		Term
Monthly Recurring Charge	\$ 2,495.00	36 Months
Non Recurring Charge	0.00	
250 MB Internet Access		Term
Monthly Recurring Charge	\$ 3,795.00	36 Months
Non Recurring Charge	0.00	
500 MB Internet Access		Term
Monthly Recurring Charge	\$ 4,835.00	36 Months
Non Recurring Charge	0.00	
1GB Internet Access		Term
Monthly Recurring Charge	\$ 7,750.00	36 Months
Non Recurring Charge	0.00	

Description of Services

1. Dedicated Internet Access delivered via Ethernet Handoff
2. Bandwidth is Symetrical. Equal Download and Upload Speed
3. Static IP Address included with service

Terms and Conditions

1. Quote is valid for 60 days
2. This quote is Proprietary and Confidential
3. Service will be delivered to:
1800 Troy Aikman Dr.
Henryetta, OK 74437
- 4: Turn Up of service will take approximately 90 Calendar Days

Quote Provided By:
Dobson Technologies
13900 N. Portland Ste 200
Oklahoma City, OK 73134



Upgrade options available through the life of the contract. See Terms and Conditions

Initial onsite configuration of the router / firewall is included.

For a description of included technical support see Terms and Conditions number 6.




Please select desired service by checking a box below.

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

By signing this Service Agreement, you represent that you are the authorized Customer representative and the above information is true and correct and you accept this Agreement. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

Meet Point Networks may withdraw the proposal at any time prior to Customer signature. If within (30) days after Customer signature, Meet Point Networks determines that customer location is not serviceable under Meet Point Networks normal installation guidelines, Meet Point Networks may withdraw this Service Agreement without liability.

_____	 _____
_____	_____
_____	_____



Terms and Conditions

OUSF - Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.

E-Rate Customers - During the term of this contract, the applicant may choose any of the above service levels and upgrade to those levels upon written notice to Meet Point Networks. Meet Point Networks will determine the turn up time after the customer initiates the process.

The pricing is based upon a 60 month term. This contract represents a 12 month term with the option to renew four consecutive 12 month terms. Upon written request the customer may upgrade to other options with the corresponding increase in fees applying. It is the responsibility of the customer to determine the effect of this change on the E-rate process.

1. Tariffs/Service Guide If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Termination fees include, but are not limited to, non recurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Meet Point Networks may begin billing for Services on the date Services would have been installed. Meet Point Networks shall use reasonable efforts to make the Services available by the requested service date. Meet Point Networks shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Meet Point Networks reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Meet Point Networks as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Meet Point Networks reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Meet Point Networks), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Meet Point Networks is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Meet Point Networks may terminate this Agreement without liability if Meet Point Networks cannot resolve the interference by using commercially reasonable efforts.

4. Payment Customer shall pay for all monthly Service charges, plus one- time activation and set up, and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the



due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Meet Point Networks, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 3, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Meet Point Networks shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Meet Point Networks (the "Meet Point Networks Equipment"), or for certain Services, Customer, may purchase equipment from Meet Point Networks ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Meet Point Networks (the "Meet Point Networks Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Meet Point Networks network or Meet Point Networks Equipment and (b) complies with the AUP. Customer shall use the Meet Point Networks Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Meet Point Networks shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards.

Contract is subject to availability of facilities and construction charges.

6. Technical Support Included

Initial onsite configuration of the router, pertaining to the test and turn up of the circuit / service.

Tier 1 - 24x7 phone support

Tier 2 - Onsite - troubleshooting, upgrade / configuration changes, when deemed appropriate by both parties.

Remote - Basic head-end firewall/router services.

24x7 Monitoring and electronic notification

24x7 Access to web-based utilization report

7. General Terms The General Terms are hereby incorporated into this Agreement by reference. Meet Point Networks, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Meet Point Networks publishing such changes on the Meet Point Networks web site. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

8. LIMITATION OF LIABILITY MEET POINT NETWORKS AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL MEET POINT NETWORKS OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. MEET POINT NETWORKS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF MEET POINT NETWORKS. UNDER NO CIRCUMSTANCES WILL MEET POINT NETWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

9. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND MEET POINT NETWORKS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. MEET POINT NETWORKS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

10. Public Performance. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Meet Point Networks, shall be responsible for obtaining any public performing licenses at

E-Rate Funding Year 2015



SPIN 143015254
FCC RN 001199307
MTM – INTERNET ACCESS
(Month to Month service -- no contract needed)

Henryetta PS

Proposal Contingent upon E-Rate Funding

Internet Access Service	Monthly\$	Annual\$
150mb	\$1,343	\$16,116
200mb	\$1,425	\$17,100
250mb	\$1,508	\$18,096

OneNet Internet service provides the connection from your location to our hub site. As part of our standard package OneNet Internet service customers receive: Quality of Service, MPLS, DNS, unlimited video conferencing and related technical support. *There is no reduction in cost if customer does not utilize any component of the standard package.*

Customer Provided Router

- 150mb-250mb will require router with 2 Gigabit Interfaces; one interface for internet connection and one for LAN

Options

- **OneNet Provided Router** (ERate Category One On-Premise Equipment)
\$89 per month for Juniper SRX220. The router shall remain the property of OneNet, therefore OneNet reserves the right to use for other customers. Maintenance of router will be OneNet's responsibility. Customer's local network will not be dependent on the OneNet provided router. (Not Oklahoma Universal Service Fund eligible, customer will pay their percentage after ERate discount.)
- **Content Filtering** (Not ERate eligible service)
School's with 500 students or less \$600 annually or Schools with more than 500 students \$1.30 per student (e.g. 1000 students x \$1.30 = \$1,300 annually)
- **Email** (no longer ERate eligible) Unlimited email users \$250 annually for Internet Access customers/ \$300 annually for Non-Internet Access customers.
- **Web Hosting** (no longer ERate eligible) \$50 annually for Internet Access customers/ \$100 annually for Non-Internet Access customers.

Proposed By:

A handwritten signature in black ink, appearing to read "Ami Layman".

Ami Layman
Assistant Director of Administration
OneNet
PO Box 108800
Oklahoma City, OK 73101-8800
(888) 566-3638

Accepted By:

Authorized Signature

Date

If you select OneNet as your provider, please sign and date this with your allowable contract date based on your 470 posting

**Suddenlink Business Services Proposal
For
Henryetta Public Schools**

1/14/2015

Executive Overview

Suddenlink Communications, formerly known as Cebridge Connections, is a Top-10 US cable operator serving more than 3 million customers across hundreds of communities in 17 states.

Cebridge was established in 2003, after taking over the operations of Classic Cable and later, Kingwood Cable. Since then, we have assumed responsibility for cable systems previously owned by Alliance, Tele-Media, Thompson, and USA Media. Along the way, our team has invested millions of dollars to upgrade facilities and launch advanced services.

With the acquisition of cable systems from Cox Communications and Charter Communications, Suddenlink dramatically expand its resources and capabilities.

Suddenlink Communications purchased Middle America Cox (MAC) Region of Cox Communications in May 2006. The MAC region consists of 60 markets with over 1,000,000 subscribers in Texas, Louisiana, Oklahoma, Arkansas and Missouri.

The MAC region has been offering fiber-based Ethernet services since 1998 and has been providing telecommunication services through the E-rate program since 1999. Suddenlink currently serves over 3,000 business customers with fiber-based Ethernet WANs and Dedicated Internet Access (DIA) and PRI/SIP phone service. Suddenlink is able to leverage its existing fiber network, which reaches deep into the community to deliver reliable, high-capacity telecommunications services for the most demanding customers.

Suddenlink offers affordable networking solutions, custom-tailored for its customers, with local relationships that are unique to the telecommunications industry.

Suddenlink will provide reliable fiber-based Dedicated Internet Access, a Wide Area Network Solution, Voice Services and a Managed Wireless Solution over a secure network that is backed by outstanding customer service and 24 X 7 network support with no cost for ongoing maintenance and support.

The proposed solutions are offered as a leased service. All components will be owned and maintained by Suddenlink for the life of the contract, including the fiber-optic lines and electronic components necessary for transmission.

Proposal Summary

Suddenlink Business Services (“Suddenlink”) proposes to Cushing ISD (“Customer”) a leased up to 500Mbps Dedicated Internet Access (DIA).

Suddenlink will provide, at no cost to the customer, 24 x 7 network monitoring for the fastest and most efficient method of support and maintenance of the network.

Service and Support

Suddenlink guarantees 99.99% network uptime. Service will not be interrupted during business hours as a result of planned maintenance.

Suddenlink will provide, at no cost to the customer, 24 X 7 network monitoring for the fastest and most efficient method of support and maintenance of the network. This will be accomplished by a VLAN connection into the Network Operations Center from the Suddenlink Headend. To protect the company’s WAN and LAN’s from outside access, Suddenlink will use QnQ Tunneling on this VLAN, which will only be accessible by Suddenlink personnel, for the maintenance and support of this network.

In the event of an outage or disruption in service, planned or unplanned, school personnel will be contacted the by the Suddenlink Network Operations Center (“NOC”) according to a prescribed notification process provided by school district including contact information and hours of availability. If it is necessary for a Suddenlink technician to be dispatched onsite, **response time will be within 4 hours**. In addition, school personnel may contact the Suddenlink NOC by calling a non-published number for the Suddenlink NOC in the event of an outage or technical difficulty with the proposed service.

Installation

Suddenlink has a Project Management team who will oversee the project from start to finish, including purchase and delivery of all equipment, timelines, communication of schedules, etc. The IP Engineering department will work with the school districts IT department to pre-configure all Suddenlink switches prior to installation. The Suddenlink Regional Fiber Planning Engineer will plan and oversee the installation of all fiber and termination equipment. Once the equipment is in place, testing for signal strength will be performed prior to handing off to the data engineering team for insertion into the switch and final testing. Suddenlink asks that the school district allow 45 - 60 business days for installation after the agreement is signed.

Conduit Inside Buildings

The price for installation for service includes fiber from the building entrance to the point of termination inside each building; however, this does not include the conduit necessary to meet building codes. The school district will be required to install conduit from the building entrance (where fiber enters the building) to the point of fiber termination inside the building. (TBD)

Rack Space, Electricity, and UPS

This proposal does include costs for rack space and UPS equipment for Suddenlink switches, but not electricity.

DIA - Dedicated Internet Access

- **Delivered to: 1800 Troy Aikman Dr. Henryetta, OK**
- **Term is 36 months**
- **Symmetrical Dedicated Internet Bandwidth**
- **Static IPs included**
- **Service Level Agreement (SLA), Maintenance and 24/7/365 Support included**

<u>Speed</u>	<u>MRC: Monthly Recurring Charge</u>	<u>NRC: Non -Recurring Charge</u>
100 Mb	\$ 2,800.00	Included
200 Mb	\$ 3,800.00	Included
300 Mb	\$ 4,500.00	Included
400 Mb	\$ 5,500.00	Included
500 Mb	\$ 6,000.00	Included

Additional Information:

Suddenlink's SPIN – 143030560

-
- Quote includes a Cisco switch with an Ethernet handoff. All equipment will be owned and maintained by Suddenlink. Ownership of the equipment will not transfer to the school district at the end of the agreement.
- Maintenance and support 24 / 7 / 365 are included at no additional charge.
- A copy of Suddenlink's Service Level Agreement (SLA) is included with this proposal.
- Additional fees and taxes are not included.

Conclusion:

The proposed circuit(s) and equipment will be maintained and supported by Suddenlink as part of the monthly service. There is no additional cost for support. Our certified technicians are available 24/7/365 and are ready to assist you with technical issues and questions.

When you consider the reliability of fiber, Suddenlink's maintenance and support, the proposed Solutions are the most cost-effective solution available for Henryetta Public Schools.

Our goal is to provide Henryetta Public Schools with a telecommunications solution that is reliable, scalable and affordable. I believe the proposed service will meet this goal.

Thank you for the opportunity to present this proposal.

Nicole Stricklin

Regional Account Executive

Suddenlink Business Services

903-944-9604

Nicole.Stricklin@Suddenlink.com

This proposal is considered strictly CONFIDENTIAL and valid for 30 days.



Proposal for Henryetta Public Schools

**IFCB ID:
537040001245173**

TeleComp's E-Rate SPIN 143039764

Presented by Bill Fernandez



November 17, 2014

Contact Information

Contacts**Henryetta Public Schools**

1801 Troy Aikman Dr
Henryetta, OK 74437

TeleComp

Bill Fernandez
207 S. Main St.
Bentonville, AR 72712
United States
Phone: 479-271-2200
bill@telecomp.com

Solution — Services

Proposed Services

AT&T Managed Internet Service

Managed Internet Service (MIS) is an Internet access service that combines a high-speed, dedicated connection with consolidated application management. It lets you reliably access information resources and communicate with Internet users worldwide. MIS includes proactive, 24x7 network monitoring, enhanced network security features, and maintenance of the communications link between your locations and the AT&T network.

- **Packet Filtering:** The packet filtering feature (standard only with MIS with Managed Router service) helps to prevent unauthorized access to your internal network and controls authorized access to Internet sites.
- **Customizable Service:** MIS provides you with customizable maintenance, service, and support options so you can choose the level of network management you need.
- **Redundancy:** AT&T provides service availability of 99.999% to ensure that your Internet traffic gets through. The network design and proactive monitoring of AT&T's nationwide backbone network make it highly reliable.
- **Network Address Translation (NAT):** (standard with MIS with Managed Router service) protects your local private network addresses by hiding them from open Internet addressing. This approach has become an increasingly important defense against network reconnaissance.
- **Class of Service (CoS) option:** prioritizes your data traffic over your network access link. Four classes of service and 25 service profiles with predetermined bandwidth allocations are available. If any service isn't using its allocated bandwidth, other services can share it.

Advantages

TeleComp Advantages

E-Rate SPIN 143039764

TeleComp has provided many educational-based solutions for schools throughout the region including the largest districts in the state (Fayetteville, Rogers, North Little Rock, Pulaski County, Benton, Cabot and many other rural districts). Whether it's through E-Rate, TIP/TAPS, special grants or other purchasing vehicles, TeleComp has done it all.

AT&T Advantages

Data Network Strength

AT&T understands data transport—we own and operate world-class wireline, wireless, and IP data networks, including one of the world's most advanced and powerful IP backbones. Our networks offer local, national, and global coverage.

Experience and Expertise

With more than 100 years of experience, AT&T draws on its expertise to champion innovation and develop comprehensive, reliable solutions.

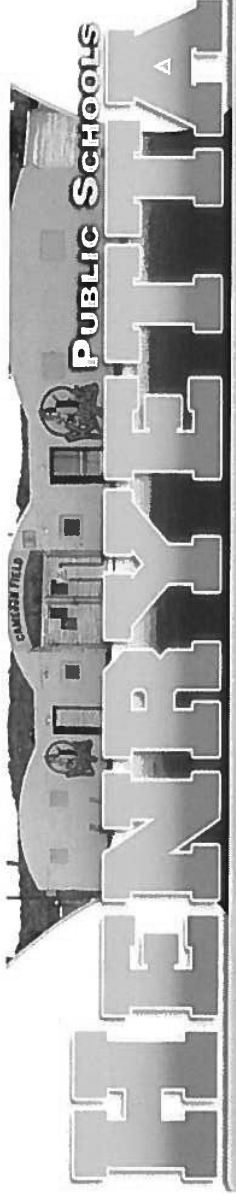
Established Reputation

Fortune® Magazine has repeatedly named AT&T one of its Most Admired Telecommunications Companies in both America and the world.

Global IP Backbone Network

The AT&T network has one of the world's most advanced and powerful IP backbones, which carries 33 petabytes of data traffic on an average business day. Our backbone network carries a full range of IP-based services, including wireless data, business video, data and voice services, private line, and wavelength traffic, as well as IP-based residential services and Internet access for AT&T's more than 16.4 million total broadband customers.

Pricing	Monthly	One-time
<hr/>		
AT&T Managed Internet Service	\$1,295.00	\$0.00
100M Internet Access, Customer-Provided Router, 36-Month Term		
<hr/>		
Totals	\$1,295.00	\$0.00



Henryetta Public Schools: 100M/150M/250M/500M Internet Options, 8IP's, Router & Firewall/Content Filtering. E-Rate Discount: 86%



	3 YearTerm	3 YearTerm	3 YearTerm	3 YearTerm	3 YearTerm
E-rate (Internet Bandwidth)	100M	150M	250M	500M	Installation
Windstream SPIN# 143030766					
Total Monthly Costs Pre E-Rate	\$1,703.98	\$2,733.63	\$2,927.13	\$3,548.94	\$1,500.00
E-rate Discount	86%	86%	86%	86%	E-Rate
Total after E-rate and before OUSF funding	\$238.56	\$382.71	\$409.80	\$496.85	Eligible
Total Approximate OUSF Funding With 3 Building Credits	(\$1,500.00)	(\$1,500.00)	(\$1,500.00)	(\$1,500.00)	
OUSF Ineligible items include: Firewall/Content Filtering, Router and IP's					
Estimated total monthly amount of OUSF ineligible services (School's Estimated Monthly Responsibility)	\$16.65	\$37.65	\$37.65	\$65.65	

Jakobe Young

Account Executive - Business Sales | Windstream
1437 S. Boulder Ave Suite 130 | Tulsa, OK 74119
jakobe.young@windstream.com | windstreambusiness.com
o: 918-382-7512 | m: 918-313-9249 | f: 918-382-8813

John Sanders

Senior Account Executive | Windstream
E-rate/H-rate Spin Number 143030766
1437 S. Boulder Ave Suite #130 | Tulsa, OK 74119
john.sanders@windstream.com | windstreambusiness.com
o: 918-388-1510 | f: 918-382-8813 | c: 918-232-7717



Ethernet Internet

Customer Information

Customer Name	HENRYETTA PUBLIC SCHOOLS	EAN	4549117
Install Street Address	1801 TROY AIKMAN DR	City, State, Zip	HENRYETTA, Oklahoma , 74437
Main Telephone Number	(918)652-6523	Market	OOF
Contact Name	Dwayne Noble	Proposal ID	2579312
Account Representative	John Sanders JR	Proposal Type	New
Dealer Name		Term	3 Years
Effective Date	08 Jan 2015		

Bundled Services	Total Qty	Total Price
Bandwidth	500Mbps	--
Transport Ethernet	1	--
Total Services		\$3,079.99

Features	Included	Total Qty	Total Price
WIN Network Portal	1	1	\$0.00
Network and Data Security Features			
MNS CPE Advanced 450	--	1	\$450.00
Bandwidth Data Features			
Data Equipment Maintenance	--	1	\$10.95
Block of 8 IPs		1	\$8.00
Total Features			\$468.95

Miscellaneous	Total Qty	Total Price
Other Charges (Non-Recurring)	Included	Total Qty
Total Other Charges (Non-Recurring)		\$0.00

	Total Price
Total Monthly Recurring Charges	\$3,548.94

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$3,016.60**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: John Sanders

Printed Name: John Sanders

Title: Sr. Account Executive

Date: _____



Ethernet Internet

Customer Information

Customer Name	HENRYETTA PUBLIC SCHOOLS	EAN	4549117
Install Street Address	1801 TROY AIKMAN DR	City, State, Zip	HENRYETTA, Oklahoma , 74437
Main Telephone Number	(918)652-6523	Market	OOF
Contact Name	Dwayne Noble	Proposal ID	2579301
Account Representative	John Sanders JR	Proposal Type	New
Dealer Name		Term	3 Years
Effective Date	08 Jan 2015		

Bundled Services	Total Qty	Total Price
Bandwidth	250Mbps	--
Transport Ethernet	1	--
Total Services		\$2,658.18

Features	Included	Total Qty	Total Price
WIN Network Portal	1	1	\$0.00
Network and Data Security Features			
MNS CPE Advanced 250	--	1	\$250.00
Bandwidth Data Features			
Data Equipment Maintenance	--	1	\$10.95
Block of 8 IPs		1	\$8.00
Total Features			\$268.95

Miscellaneous	Total Qty	Total Price
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Other Charges (Non-Recurring)	Included	Total Qty	Total Price
Total Other Charges (Non-Recurring)			\$0.00

	Total Price
Total Monthly Recurring Charges	\$2,927.13

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment	\$2,488.06
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Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: John Sanders

Printed Name: John Sanders

Title: Sr. Account Executive

Date: _____



Ethernet Internet

Customer Information

Customer Name	HENRYETTA PUBLIC SCHOOLS	EAN	4549117
Install Street Address	1801 TROY AIKMAN DR	City, State, Zip	HENRYETTA, Oklahoma , 74437
Main Telephone Number	(918)652-6523	Market	OOF
Contact Name	Dwayne Noble	Proposal ID	2579256
Account Representative	John Sanders JR	Proposal Type	New
Dealer Name		Term	3 Years
Effective Date	08 Jan 2015		

Bundled Services	Total Qty	Total Price
Bandwidth	100Mbps	--
Transport Ethernet	1	--
Total Services		\$1,585.03

Features	Included	Total Qty	Total Price
WIN Network Portal	1	1	\$0.00
Network and Data Security Features			
MNS CPE Advanced 100	--	1	\$100.00
Bandwidth Data Features			
Data Equipment Maintenance	--	1	\$10.95
Block of 8 IPs		1	\$8.00
Total Features			\$118.95

Miscellaneous	Total Qty	Total Price
Other Charges (Non-Recurring)	Included	Total Qty
Total Other Charges (Non-Recurring)		\$0.00

	Total Price
Total Monthly Recurring Charges	\$1,703.98

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,448.38**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: John Sanders

Printed Name: John Sanders

Title: Sr. Account Executive

Date: _____



Ethernet Internet

Customer Information

Customer Name	HENRYETTA PUBLIC SCHOOLS	EAN	4549117
Install Street Address	1801 TROY AIKMAN DR	City, State, Zip	HENRYETTA, Oklahoma , 74437
Main Telephone Number	(918)652-6523	Market	OOF
Contact Name	Dwayne Noble	Proposal ID	2579285
Account Representative	John Sanders JR	Proposal Type	New
Dealer Name		Term	3 Years
Effective Date	08 Jan 2015		

Bundled Services	Total Qty	Total Price
Bandwidth	150Mbps	--
Transport Ethernet	1	--
Total Services		\$2,464.68

Features	Included	Total Qty	Total Price
WIN Network Portal	1	1	\$0.00
Network and Data Security Features			
MNS CPE Advanced 250	--	1	\$250.00
Bandwidth Data Features			
Data Equipment Maintenance	--	1	\$10.95
Block of 8 IPs		1	\$8.00
Total Features			\$268.95

Miscellaneous	Total Qty	Total Price
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Other Charges (Non-Recurring)	Included	Total Qty	Total Price
Total Other Charges (Non-Recurring)			\$0.00

	Total Price
Total Monthly Recurring Charges	\$2,733.63

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment	\$2,323.59
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Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: John Sanders

Printed Name: John Sanders

Title: Sr. Account Executive

Date: _____

Letter of Agency

Contact Name:	Sales Office: OOF
BTN: 9186526523	Dealer Name:
Company Name:	Sales Rep Name: John Sanders JR
Install Address:	Order Date:
Current Carrier:	
Additional BTNs:	

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorize Windstream NuVox, Inc. and its affiliates to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below (check all that are applicable):

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance
<input checked="" type="checkbox"/>	Internet

I represent that I am at least eighteen years of age. I also represent that I am the party identified in the account records of my local telephone company as responsible for payment or that I have the authority to change telecommunications carriers for each of the telephone numbers identified herein. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number. I also understand that by checking beside the services listed above that Company's preferred carrier for the selected services will be changed, but only for those numbers set forth below.

I understand that the monthly rate plan does not include taxes or applicable regulatory fees.

I choose Windstream to act as my agent in order to effectuate the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, joint user group(s), equipment vendor(s) and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. In addition, I authorize Windstream to issue all necessary instructions to the foregoing for the purpose of fulfilling its agency on my behalf. This agreement will remain in effect until revoked in writing by the Company.

Numbers:

N/A

I understand that I may consult Windstream Communications, Inc. as to whether a fee applies to change from the Company's current telecommunications carrier(s) to Windstream Communications, Inc.

Company Signature: _____ Date: _____

I understand that by signing above, Company's preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above.

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

Federal Excise Tax Exemption Certificate

Customer Name: HENRYETTA PUBLIC SCHOOLS

Address: 1801 TROY AIKMAN DR, HENRYETTA, OK, 74437

Description of Customer's Business: _____

Federal ID #: _____

- ☐ News Service Organization {IRC Section 4253 (b)} Services must be exclusively Used in the collection and dissemination of news for the general public. Services used in any other way by a news service organization, such as in the Business office, sales and marketing, general administration, etc. are not exempt.
- ☐ American National Red Cross. {IRC Section 4253 (c)}
- ☐ International Organization. {IRC Sections 4253 (c) and 7701-(a) (18)}
- ☐ Common Carrier. {IRC Section 4253 (f)}
- ☐ Radio Broadcasting Station or Network
- ☐ Common Carrier transporting personal property.
- ☐ Common Carrier transporting passengers.
- ☐ Purchase of telecommunications services for resale as long distance.
- ☐ Non-Profit Hospital described in IRC Section 170 (b) (1) (A) (iii) and exempt from Federal income tax under IRC Section 501 (a). {IRC Section 4253 (h)}
- ☒ Non-Profit Educational Organization described in IRC Section 170(B) (1) (A) (iii) {IRC Section 4253 (j)}
- ☐ U.S. Government Department or Agency.

The undersigned customer certifies that it is an organization of the type checked above and as such is exempt from the Federal Excise Tax on the services provided under the account number referenced above. In the event it is later determined that the Customer does not qualify for the exemption noted heron, the Customer will promptly pay Windstream NuVox, Inc. and its affiliates the amount of the tax it should have collected from the Customer and will indemnify and hold harmless Windstream from any taxes, penalties and interest resulting from the reliance of Windstream if it for any reason no longer qualifies for the exemption noted heron.

Customer Name: HENRYETTA PUBLIC SCHOOLS

Authorized Signature: _____

Title of Authorized Signer: _____

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

**Oklahoma Corporation Commission
Oklahoma Universal Service Fund Request
for Public Schools**

TO: Windstream

Name of Telecommunications/Data Service Provider

SPIN: 143030766

DATE: _____

Pursuant to 17 O.S. § 139.109, each public school building wherein classrooms are contained shall, upon written request, receive one access line, free of charge, with the ability to connect to an Internet service provider at 1.5 Mbps, in the most economically efficient manner for the carrier, or an equivalent dollar credit to be applied by the public school toward similar service provided by the same carrier, for the purpose of accessing the Internet. "Public school" is defined as all free schools supported by public taxation, and shall include grades kindergarten through twelve.

This is the written request of (insert name of school district) _____ for the one access line with the ability to connect to an Internet provider at 1.5 Mbps, or an equivalent dollar credit to be applied toward similar service provided by the same carrier.

Contact School Name/Primary Address

Contact Person/Telephone No.
Email Address

BEN Number of School or District (if applicable) _____ Total number of buildings in this request _____

If you are already receiving OUSF and this is a change in **provider**, please list your previous provider and the date of service termination: _____

If you are **adding** access to your district (additional buildings, LAN/WAN), list all of your current service providers and please indicate the type of service they provide and locations of their services on your network diagram. _____

Request is to provide: (check)

☐ Internet Access

☐ LAN/WAN connectivity

Request: (check)

☐ 1.5 Mbps per building

or

☐ Equivalent Credit

The **total Internet bandwidth** being requested for the school district (if applicable) is _____

School/District and Carrier, please provide the following **required** documents as attachments to complete this application:

- A. Form OUSF - Summary
- B. Special Universal Service Request Form (SUSF 2)
- C. Eligible Buildings Requested - Please complete and submit and duplicate as necessary for each building in this application.
- D. Please attach a district network diagram to this application. Each building in the district and buildings which are part of this request must be indicated on the diagram, along with each carrier providing data service to the district. Also indicate circuit numbers (if available) and bandwidth for Internet and LAN/WAN.
- E. Please attach a copy of the customer contract and invoices for the entire time period of the OUSF funding request.

Form 1815

Revised 7/2013

- F. Submit a copy of the tariffed rate for 1.5 Mbps or its equivalent. If there is no tariffed rate for 1.5 Mbps, please provide a copy of the Individual Case Basis pricing or document that describes the rates being charged.
- G. Please provide disconnect notice given to previous provider of Internet and/or LAN/WAN services and confirmation received confirming disconnect of service.

The schools listed on this form currently have the appropriate computer equipment in order to be able to utilize the access line as soon as it is installed. _____ Initial

I understand that if the access line for internet connection is not requested for a particular school building at this time, the school district will not be prohibited from making such request in the future. I further understand that the access line with ability to connect to the Internet is for the exclusive use of each school and that under no circumstances shall the service be sold, repackaged or shared with any other entity. I understand that in the event that the school district chooses another provider, it is the school district's responsibility to advise the current provider of the discontinuation of service. OUSF funding cannot reimburse for redundant service to multiple service providers.
_____ Initial

I further understand that a 1.5 Mbps access line will be provided to each school building without cost to the school district, and that the telecommunications/data service provider may seek to recover the cost of providing this service from the Oklahoma Universal Service Fund, which is funded by fees assessed, by law, to all telecommunications carriers and that the carriers, by law, may pass the assessed fees on to their telephone customers within Oklahoma. _____ Initial

I hereby authorize the carrier to provide to the Oklahoma Corporation Commission our invoices, related contracts, and other supporting documentation for services eligible to be reimbursed from the Oklahoma Universal Service Fund. I understand the purpose of this release of records is to allow the Corporation Commission to review requests for OUSF support submitted by the carrier on behalf of our school and/or school district. _____ Initial

The undersigned certifies that he/she has the authority to make this request on behalf of the above-named school district.

Signature of Superintendent

Printed Name of Superintendent

Street Address

Telephone Number

Address

State of Oklahoma

County of

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

(Seal)

My commission expires _____.

Attachment C
Eligible Building Request

Duplicate this page as necessary for each additional school building in this application.

List the name and information for each qualified public school building for which the request is made.

Building Name: _____

Building Address: _____

Classes/Grade Levels: _____

Educational Internet Access Usage: _____

Building Name: _____

Building Address: _____

Classes/Grade Levels: _____

Educational Internet Access Usage: _____

Building Name: _____

Building Address: _____

Classes/Grade Levels: _____

Educational Internet Access Usage: _____



USAC ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream ("Windstream") and _____ ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") entered between Windstream and Customer ("Parties").

Because the Customer is a USAC applicant, the Agreement is amended as follows:

- 1) A new Section 23, Funding Decision, is added:

Windstream recognizes that Customer's ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for Windstream to proceed with construction prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, Windstream will not start construction until after Customer and Windstream receive a funding decision. Customer understands and agrees that if it chooses to have Windstream proceed with construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in Section 15 of the Agreement in the event it terminates this Agreement.

Customer requests that Company proceed with construction prior to receipt of a funding decision. ____YES or ____NO

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

Customer

By: _____

Name:

Title:

Date:

Windstream

By: John Sanders

Name: John Sanders

Title: Sr. Account Executive

Date:



This Service Level Agreement ("SLA") only applies to Windstream's Enterprise Data Products, as defined herein (the "Services"), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer's obligations.

1 Description of Services

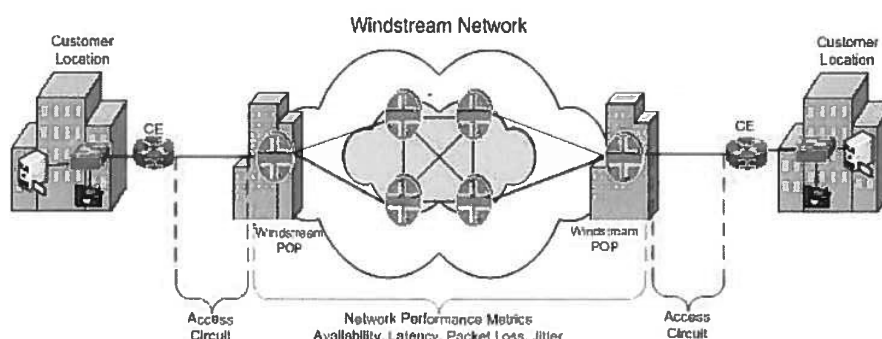
The Services covered under this SLA are Ethernet Internet ("EI"), Dedicated Internet ("DI"), and MPLS Networking Services. MPLS Networking Services ("MPLS Networking") are IP Virtual Private Network ("IP VPN"), Virtual LAN Services ("VLS"), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term "Services" as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream's MPLS Networking provides connectivity through Windstream's network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality Of Service ("QOS") levels, as defined later, based on Customer's unique business requirements.

The performance of Windstream's network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as "Network Performance Metrics." All Network Performance Metrics will be measured across specific Points of Presence ("POP") on Windstream's Network (See figure 2-1). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.

Figure 2-1



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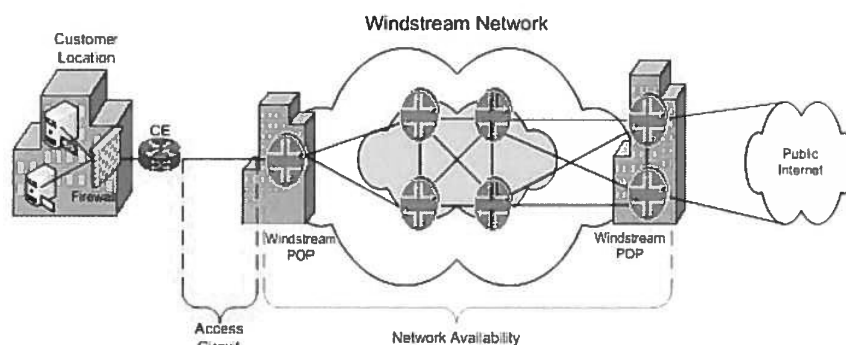
Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream's network at designated speeds.

The performance of Windstream's network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (See figure 2-2). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.

Figure 2-2



2 Definition

2.1 On-Net:

On-Net is defined as those Services which are provided by the applicable Windstream company and reside on Windstream's wholly owned facilities.

2.2 Off-Net:

Off-Net is defined as those services / circuits, which are provided by the applicable Windstream company and do not reside on Windstream's wholly owned facilities.

2.3 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream including, but not limited to, other providers' networks and interconnections to or from and connectivity with other Internet service providers' networks;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);

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- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements.

2.4 Windstream Point of Presence ("POP"):

Physical location of Windstream router at the edge of Windstream's network that faces the Customer Edge and delivers private data and/or Internet Services to Customer's network.

2.5 Customer Edge ("CE"):

CE refers to the router at Customer's premises that is connected to the Windstream POP.

2.6 Quality of Service ("QOS"):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer's site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

2.7 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

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3 Service Levels

3.1 Network Availability

For purposes of measuring Windstream's MPLS Networking, DI, and EI QOS under this SLA, the term "Network Availability" is defined as the percentage of time in one Calendar Month during which POPs on Windstream's wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations and does not apply to local access circuits. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Network Availability objectives in any given Calendar Month:

On-Net MPLS Networking DIA / EIA	99.99% (\leq 4.32 minutes of network unavailability per month)
---	---

3.1.1 Services Credit for time when Network Availability is not provided ("Network Unavailability")

Network Unavailability / Duration	Services Credit
\geq 4.32 minutes and \leq 1 hour	1/30th of the Monthly Recurring Charge
$>$ 1 hours and \leq 2 hours	2/30th of the Monthly Recurring Charge
$>$ 2 hours and \leq 3 hours	3/30th of the Monthly Recurring Charge
$>$ 3 hours and \leq 4 hours	4/30th of the Monthly Recurring Charge
$>$ 4 hours and \leq 5 hours	5/30th of the Monthly Recurring Charge
$>$ 5 hours and \leq 6 hours	6/30th of the Monthly Recurring Charge
$>$ 6 hours and \leq 7 hours	7/30th of the Monthly Recurring Charge
$>$ 7 hours and \leq 8 hours	8/30th of the Monthly Recurring Charge
$>$ 8 hours and \leq 9 hours	9/30th of the Monthly Recurring Charge
$>$ 9 hours and \leq 10 hours	10/30th of the Monthly Recurring Charge
$>$ 10 hours and \leq 11 hours	11/30th of the Monthly Recurring Charge
$>$ 11 hours and \leq 12 hours	12/30th of the Monthly Recurring Charge
$>$ 12 hours and \leq 13 hours	13/30th of the Monthly Recurring Charge
$>$ 13 hours and \leq 14 hours	14/30th of the Monthly Recurring Charge
$>$ 14 hours	15/30th of the Monthly Recurring Charge

Product	Target Commitment
On-Net MPLS Networking DIA / EIA	99.99% (\leq 4.32 minutes of network unavailability per month)

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3.2 Network Latency

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

The following outlines the Network Availability objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	<=40ms
Mission Critical Data	<=45ms
Business Critical Data	<=48ms
Standard Data	N/A

3.2.1 Services Credit for Network Latency

QOS Class	Target	Network Latency,=(Credit as a fraction of the MRC for the Affected Services)
Real Time	<=40ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Real Time QoS during any Calendar Month.
Mission Critical Data	<=45ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	<=48ms	1/30 MRC if Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.3 Network Packet Loss

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	<=.10%
Mission Critical Data	<=.30%
Business Critical Data	<=.50%
Standard Data	N/A

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3.3.1 Services Credit for Network Packet Loss

QOS Class	Target	Network Packet Loss =(Credit as a fraction of the MRC for the Affected Services)
Real Time	<=.10%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical Data	<=.30%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	<=.50%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.4 Network Jitter

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QOS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	<=2.5%
Mission Critical Data	<=3.5%
Business Critical Data	N/A
Standard Data	N/A

3.4.1 Services Credit for Network Jitter

Target	Network Jitter =(Credit as a fraction of the MRC for the Affected Services)
<=3 ms	1/30 MRC if Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.

4 Credits

When Customer's Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

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4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

5.1 Scheduled Network Maintenance

The term 'Scheduled Network Maintenance' refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

5.2 Emergency Network Maintenance

The term 'Emergency Network Maintenance' refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to 50% of the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Customer: _____
Windstream: John Sanders

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WINDSTREAM SERVICE TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services ("Services") by Windstream¹ ("Windstream") to Customer under the proposal to which these terms and conditions are a part. These terms and conditions and Customer's proposal/sales order, and any service specific schedules form the agreement ("Agreement"). The Services will be offered in each area to the Customer by the Windstream affiliated entity authorized to provide the Services in the applicable jurisdiction.

1. Term and Renewal. This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms**, (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month-to-month basis, priced at Windstream's then current monthly rates.

2. Charges for Services; Billing and Payment. Customer is responsible for paying all charges that apply to the Services ordered on a proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the proposal or set forth in Windstream's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid by the due date reflected on the invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin upon the earlier of (i) the installation date (which may be the date administrative access to certain software-based Services is granted to Customer); (ii) thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); (iii) the date the Company notifies a Customer that Service is available for use by Customer; (iv) the date that Service would have been available for use by Customer if Customer had fulfilled its performance obligations required to provision the Service; or (v) the date that installation of MPLS services is complete at the second site in an MPLS network; however, Windstream may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. If installation of off-net Services is delayed due to action or inaction by Customer, then Customer shall be responsible for all associated third-party provider charges. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **WINDSTREAM RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**

3. Service Outage Credits. For Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment or orders data center services from Windstream, such equipment and services shall not be considered "Services" for purposes of service credits under this Agreement.

4. Disputes. To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived.

5. Partial Payments; Late Payments. Windstream may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Windstream has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer's unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

6. Credits and Deposits. Customer authorizes Windstream to ask credit-reporting agencies for Customer's credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.

7. Services Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream's network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer's address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 15 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer's move, in addition to a change in MRCs.

¹ Windstream is defined for purposes of this Agreement to mean Windstream Communications, Inc. or such authorized Windstream affiliated entity providing Services to Customer as identified on Customer's bill.

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8. Windstream-Provided and Owned Equipment. Any equipment installed by Windstream on Customer's premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Windstream. Equipment shall remain in good condition, less normal wear and tear. Windstream shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse Windstream for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Windstream and ensuring such equipment is compatible with Windstream's network. All terminal equipment must be registered with the Federal Communications Commission ("FCC") under 47 C.F.R. Part 68, and all wiring must be installed and maintained in compliance with those regulations.

9. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.

10. Third Party Software . As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.

11. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH WINDSTREAM, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT <http://www.windstream.com/legal/Google Apps Premier Edition License.pdf> PRIOR TO USING THE RELEVANT SERVICES. Windstream may cancel Google Services at any time on thirty (30) days' notice and, at Windstream's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Windstream or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within thirty (30) days.

12. Government Funding Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.

13. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.

14. Termination. Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days

after written notice; Customer must submit a disconnection request to businessconnects@windstream.com. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt, suspend or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services, or has failed to pay a deposit or advance payment requested by Windstream; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers, Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or via Customer's equipment or while the Services are under Customer's control, or there otherwise occurs an event for which Windstream reasonably believes that the suspension or termination of Services is necessary to protect Windstream or Windstream's other customers from an imminent and significant operational, financial or security risk, in which case Windstream will provide advance notice if practicable; or (c) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (d) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (e) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider; or (f) Customer fails to comply with any applicable regulations or statutes and does not cure such failure to comply within ten (10) days of receiving notice from Windstream; or (g) if Customer impersonates another person, uses obscene or profane language or is abusive or harassing when communicating with Windstream representatives, and fails to stop the behavior after receiving a written or verbal warning from Windstream. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location or Customer is terminating large volumes of calls to areas in which the cost to terminate such calls is high or to a toll-free number, or when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%) of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), and whether or not such use of the Services is due to Customer or a third party accessing Customer's Services or Equipment fraudulently, Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. Prior to installation of Services, Windstream may attempt to verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible, Windstream has the right to terminate this Agreement without liability.

15. Effect of Termination.

a. **Pre-Installation-** If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 15(a) is in lieu of the charges set forth in 15(b) below for post-installation cancellations.

b. **Post-Installation-** CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF WINDSTREAM'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO WINDSTREAM AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WINDSTREAM, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

16. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.

A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS

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OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. WINDSTREAM IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, THEFT, OR THE RESULT OF FRAUD OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WINDSTREAM NOTIFIES CUSTOMER OF INCREASED USAGE.

B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.

17. Indemnity. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.

18. Force Majeure. Windstream shall be excused from, and shall have no liability, including service credits, with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure of power, equipment, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; and (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control.

19. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY POLICY, WINDSTREAM HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

20. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

21. Miscellaneous. (a) Notices and Electronic Communications Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to Windstream at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. Please note, all Customer disconnection requests must be sent to businessconnects@windstream.com. CUSTOMER AGREES THAT WINDSTREAM MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WINDSTREAM'S SERVICES; (b) Applicable Law This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue;

(c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (d) Statute of Limitations No claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (e) Assignment Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void; (f) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (g) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases; (h) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) Survival: Sections 16 through 21 survive after this Agreement ends; (k) Handwritten Changes: Handwritten changes are not binding on either party; (l) Use of Products in U.S.: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (m) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (n) Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

22. Service Specific Provisions:

For Dynamic IP Services Only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.

For Managed CPE Firewall Services Only:

Authorization to Perform Testing.. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Windstream the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Windstream are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Windstream of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Windstream to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Windstream with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Windstream and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Windstream and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

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version 11.07.14

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

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Exhibit 3: 471 Application



Description of Services Ordered and Certification Form 471

FCC Form 471 — Funding Year 2016

Application Number 161011581

Application Information

Nickname Henryetta Y19
Application Number 161011581

Funding Year 2016
Category of Service Category 1

Billed Entity

HENRYETTA PUBLIC SCHOOLS
1801 TROY AIKMAN DR HENRYETTA OK 74437-3851

Contact Information

Kimberly Phillips
918-445-0048
kimberly@crwconsulting.com

Billed Entity Number: 140186
FCC Registration Number: 0012680088

Consulting Firms

Name	Consultant Registration Number	City	State	Zip Code	Phone Number	Email
CRW Consul ting	16024800	Tulsa	OK	74170	918-445-00 48	info@crwco nsulting.c om

School District

Name	BEN	Urban or Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
HENRYETTA PUBLIC SCH OOLS	140186	Rural				Public Sch ool Distri ct	None

Related Child School Entities

Name	BEN	Urban or Rural	State LEA ID	State School ID	NCES Code	Number of Students	Students based on estimate	Alternative Discount	CEP Percentage	School Attributes	Endow-ment
HENRYETTA ELEMENTARY SCHOOL	84896	Rural				626	N/A	None		Pre-K; Pub lic School	None
HENRYETTA HIGH SCHOO L	84897	Rural				272	N/A	None		Public Sch ool	None
HENRYETTA MIDDLE SCH OOL	84898	Rural				258	N/A	None		Public Sch ool	None

Discount Rate

School District Enrollment	School District NSLP Count	School District NSLP Percentage	School District Urban/ Rural Status	Category One Discount Rate	Category Two Discount Rate	Voice Discount Rate
1156	888	77.0%	Rural	90%	85%	50%

Funding Request for FRN #1699018752

Funding Request Nickname: Local Phone

Service Type: Voice

What is the FRN number from the previous year ?

Contract Summary - Contract

Contract Number NA

Account Number NA

Establishing FCC Form 470 160005166

Service Provider Southwestern Bell Telephone Company (SPN: 143004662)

Award Date January 25, 2016

Includes Voluntary Extensions? No

Expiration Date

Remaining Voluntary Extensions

Total Remaining Contract Length

Contract Information (Additional)

What is the service start date? July 01, 2016

What is the date your contract expires for the current term of the contract? June 30, 2017

Narrative

59 lines of Local Phone Services

Line Item # 1699018752.001

Product and Service Details

Function Voice

Cost Calculation for FRN Line Item # 1699018752.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$1,104.13	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$1,104.13	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 10	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$11,041.30	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$132,495.60	Total Eligible Recurring Costs	\$132,495.60
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discount Extended Eligible Line Item Cost	= \$132,495.60

Recipients of Services

Ben	Name	Quantity
84896	HENRYETTA ELEMENTARY SCHOOL	
84897	HENRYETTA HIGH SCHOOL	
84898	HENRYETTA MIDDLE SCHOOL	

FRN Calculation for FRN #1699018752 -Local Phone

Monthly Charges		Total Requested Amount	
Total Monthly Recurring Charges	\$11,041.30	Total Eligible Pre-Discount Recurring Charges	\$132,495.60
Total Monthly Ineligible Charges	- \$0.00		

Total Monthly Eligible Charges	= \$11,041.30	Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Number of Months of Service	x 12	Total Pre-Discount Charges	= \$132,495.60
Total Eligible Pre-Discount Recurring Charges	= \$132,495.60	Discount Rate	50%
		Funding Commitment Request	= \$66,247.80
One-Time Charges			
Total One-Time Charges	\$0.00		
Total Ineligible One-Time Charges	- \$0.00		
Total Eligible Pre-Discount One-Time Charges	= \$0.00		

Funding Request for FRN #1699018757

Funding Request Nickname: Long Distance

Service Type: Voice

What is the FRN number from the previous year ?

Contract Summary - Contract

Contract Number NA

Account Number NA

Establishing FCC Form 470 160005166

Service Provider SBC Long Distance, LLC. (SPN: 143008823)

Award Date January 26, 2016

Includes Voluntary Extensions? No

Expiration Date

Remaining Voluntary Extensions

Total Remaining Contract Length

Contract Information (Additional)

What is the service start date? July 01, 2016

What is the date your contract expires for the current term of the contract? June 30, 2018

Narrative

59 lines of Long Distance Phone Services

Line Item # 1699018757.001

Product and Service Details

Function Voice

Cost Calculation for FRN Line Item # 1699018757.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$85.51	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$85.51	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$85.51	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$1,026.12	Total Eligible Recurring Costs	\$1,026.12
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discount Extended Eligible Line Item Cost	= \$1,026.12

Recipients of Services

Ben	Name	Quantity
84896	HENRYETTA ELEMENTARY SCHOOL	
84897	HENRYETTA HIGH SCHOOL	
84898	HENRYETTA MIDDLE SCHOOL	

FRN Calculation for FRN #1699018757 -Long Distance

Monthly Charges		Total Requested Amount	
Total Monthly Recurring Charges	\$85.51	Total Eligible Pre-Discount Recurring Charges	\$1,026.12
Total Monthly Ineligible Charges	- \$0.00		

Total Monthly Eligible Charges	= \$85.51	Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Number of Months of Service	x 12	Total Pre-Discount Charges	= \$1,026.12
Total Eligible Pre-Discount Recurring Charges	= \$1,026.12	Discount Rate	50%
		Funding Commitment Request	= \$513.06
One-Time Charges			
Total One-Time Charges	\$0.00		
Total Ineligible One-Time Charges	- \$0.00		
Total Eligible Pre-Discount One-Time Charges	= \$0.00		

Funding Request for FRN #1699018769

Funding Request Nickname: 100 Mb Internet

What is the FRN number from the previous year ? 2781904

Service Type: Data Transmission and/or Internet Access

Contract Summary - Contract

Contract Number NA

User-entered Establishing FCC Form 470# 535400001277095

Award Date March 10, 2015

Expiration Date

Account Number NA

Service Provider Meet Point Networks LLC (SPN: 143035519)

Includes Voluntary Extensions? No

Remaining Voluntary Extensions

Total Remaining Contract Length

Contract Information (Additional)

What is the service start date? July 01, 2016

What is the date your contract expires for the current term of the contract? June 30, 2020

Narrative

100 Mb Internet Services with Firewall

Line Item # 1699018769.001

Product and Service Details

Purpose	Internet access service that includes a connection from any applicant site directly to the Internet Service Provider	Type of Connection	OC-N (TDM Fiber)
Make		Model	
Function	Fiber	Lease or Non-Purchase Agreement?	No
Unit			

Bandwidth Speed

Download Speed 100.0 Mbps

Upload Speed 100.0 Mbps

Connection Information

Does this include firewall services?	Yes	Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?	No
Is this a direct connection to a single school, library or a NIF for Internet access?	Yes	Connection Used by	Multiple buildings/sites listed

Cost Calculation for FRN Line Item # 1699018769.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$4,968.00	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00

Monthly Recurring Unit Eligible Costs	= \$4,968.00	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$4,968.00	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$59,616.00	Total Eligible Recurring Costs	\$59,616.00
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discount Extended Eligible Line Item Cost	= \$59,616.00

Recipients of Services

Ben	Name	Amount
84897	HENRYETTA HIGH SCHOOL	

FRN Calculation for FRN #1699018769 -100 Mb Internet

Monthly Charges		Total Requested Amount	
Total Monthly Recurring Charges	\$4,968.00	Total Eligible Pre-Discount Recurring Charges	\$59,616.00
Total Monthly Ineligible Charges	- \$0.00	Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Monthly Eligible Charges	= \$4,968.00	Total Pre-Discount Charges	= \$59,616.00
Total Number of Months of Service	x 12	Discount Rate	90%
Total Eligible Pre-Discount Recurring Charges	= \$59,616.00	Funding Commitment Request	= \$53,654.40
One-Time Charges			
Total One-Time Charges	\$0.00		
Total Ineligible One-Time Charges	- \$0.00		
Total Eligible Pre-Discount One-Time Charges	= \$0.00		

Funding Request for FRN #1699018784

Funding Request Nickname: VOIP Phone

Service Type: Voice

What is the FRN number from the previous year ? 2781912

Contract Summary - Contract

Contract Number NA

Account Number NA

User-entered Establishing FCC Form 470# 254180001046578

Service Provider Peak Methods, Inc (SPN: 143031547)

Award Date December 12, 2012

Includes Voluntary Extensions? Yes

Expiration Date June 30, 2019

Remaining Voluntary Extensions 2

Total Remaining Contract Length 24

Contract Information (Additional)

What is the service start date? July 01, 2016

What is the date your contract expires for the current term of the contract? June 30, 2017

Narrative

40 lines of VOIP Phone Services

Line Item # 1699018784.001

Product and Service Details

Function Voice

Cost Calculation for FRN Line Item # 1699018784.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$2,731.36	One-time Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$2,731.36	One-time Eligible Unit Cost	= \$0.00
Monthly Quantity	x 1	One-time Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$2,731.36	Total Eligible One-time Costs	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$32,776.32	Total Eligible Recurring Costs	\$32,776.32
		Total Eligible One-time Costs	+ \$0.00
		Pre-Discount Extended Eligible Line Item Cost	= \$32,776.32

Recipients of Services

Ben	Name	Quantity
84896	HENRYETTA ELEMENTARY SCHOOL	
84897	HENRYETTA HIGH SCHOOL	
84898	HENRYETTA MIDDLE SCHOOL	

FRN Calculation for FRN #1699018784 -VOIP Phone

Monthly Charges		Total Requested Amount	
Total Monthly Recurring Charges	\$2,731.36	Total Eligible Pre-Discount Recurring Charges	\$32,776.32
Total Monthly Ineligible Charges	- \$0.00		

Total Monthly Eligible Charges	= \$2,731.36	Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Number of Months of Service	x 12	Total Pre-Discount Charges	= \$32,776.32
Total Eligible Pre-Discount Recurring Charges	= \$32,776.32	Discount Rate	50%
		Funding Commitment Request	= \$16,388.16
One-Time Charges			
Total One-Time Charges	\$0.00		
Total Ineligible One-Time Charges	- \$0.00		
Total Eligible Pre-Discount One-Time Charges	= \$0.00		

Connectivity Questions

District/System-wide Internet Access Questions

Does your school district currently aggregate Internet access for the entire district(as opposed to buying Internet access on a building-by-building basis)?

Yes

Download Speed	100.00	Download Speed Units	Mbps
Upload Speed	100.00	Upload Speed Units	Mbps

Per Entity Basis Questions

Entity Name	HENRYETTA PUBLIC SCHOOLS	Entity Number	140186
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Entity Name	BEN	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
HENRYETTA ELEMENTARY SCHOOL	84896	100.00	Mbps	100.00	Mbps	Fiber	Mostly	Equipment too costly
HENRYETTA HIGH SCHOOL	84897	100.00	Mbps	100.00	Mbps	Fiber	Mostly	Equipment too costly
HENRYETTA MIDDLE SCHOOL	84898	100.00	Mbps	100.00	Mbps	Fiber	Mostly	Equipment too costly

Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$225,914.04
Total funding commitment request amount on this FCC Form 471	\$136,803.42
Total applicant non-discount share of the eligible amount	\$89,110.62

Total budgeted amount allocated to resources not eligible for E-rate support	\$250,000.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$339,110.62
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

NOTICE

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Name:	Karla Hall
Title:	Office Manager
Employer:	Karla Hall
Address:	CRW Consulting PO Box 701713 Tulsa OK 74170-1713
Phone:	918-445-0048
Email:	karla@crwconsulting.com

Certified Timestamp

07-Apr-2016 13:04:46 EDT

Exhibit 4: FCDL

BEN	BEN_NAME	FRN	FCC Form 471	Status
140186	HENRYETTA PUBLIC SCHOOLS	1699018752	161011581	Funded
140186	HENRYETTA PUBLIC SCHOOLS	1699018757	161011581	Funded

140186	HENRYETTA PUBLIC SCHOOLS	1699018769	161011581	Denied
140186	HENRYETTA PUBLIC SCHOOLS	1699018784	161011581	Funded

Service Type	Establishing FCC Form 470	SPIN
Voice	160005166	143004662
Voice	160005166	143008823

Data Transmission and/or Internet Access	535400001277095	143035519
Voice	254180001046578	143031547

Service Provider	Contract Number	Account Number	Service Start Date
Southwestern Bell Telephone Company	NA	NA	7/1/2016
SBC Long Distance, LLC.	NA	NA	7/1/2016

Meet Point Networks LLC	NA	NA	7/1/2016
Peak Methods, Inc	NA	NA	7/1/2016

Contract Expiration Date	Award Date	Expiration Date (All Extensions)
6/30/2017	1/25/2016	
6/30/2018	1/26/2016	

6/30/2020	3/10/2015	
6/30/2017	12/12/2012	

Months Of Service In Funding Year	Total Eligible Recurring Charges
12	\$121,414.80
12	\$1,026.12

12	\$59,616.00
12	\$32,776.32

Total Eligible One Time Charges	Total Pre-Discount Charges	Discount Rate	Committed Amount
\$0.00	\$121,414.80	50.00%	\$60,707.40
\$0.00	\$1,026.12	50.00%	\$513.06

\$0.00	\$59,616.00	90.00%	\$0.00
\$0.00	\$32,776.32	50.00%	\$16,388.16

Application FCDL Comments

The applicant did not submit any RAL corrections.

The applicant did not submit any RAL corrections.

The applicant did not submit any RAL corrections.

The applicant did not submit any RAL corrections.

FCDL Comments

MR1: The FRN was modified from \$1104.13 to \$1011.79 to agree with the applicant documentation.

MR1: Approved as submitted.

DR1: Based on documentation provided during a Special Compliance Review, FRN 1699018769 is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You selected a bid from Meetpoint for an amount of \$4,968/month. The bid chosen is over two to three times more costly than multiple competing bid offerings. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the prices available from multiple competing vendors.

MR1: The FRN was modified from quantity 1 to 8 to agree with the applicant documentation.

Wave Number	Last Allowable Date For One Time Services	Consultant Name	CRN
19	9/30/2017	Kimberly Phillips	16024800
19	9/30/2017	Kimberly Phillips	16024800

19	9/30/2017	Kimberly Phillips	16024800
19	9/30/2017	Kimberly Phillips	16024800

Consultant Employer Name
CRW Consulting
CRW Consulting

CRW Consulting
CRW Consulting

Exhibit 5: Bid Evaluations

Evaluated Service: Internet Access

Company:		Meet Point	AT&T	BTC	Dobson	Windstream	Suddenlink	OneNet	Telecomp
Eligible Goods & Services	Bandwidth	100M (Monthly)	100M (Monthly)	100M (Monthly)	100M (Monthly)	100M (Monthly)	100M (Monthly)	150M (Monthly)	100M (Monthly)
	Price per M	49.68	15.56	55.00	24.95	17.04	28.00	8.95	12.95
	Onsite Tech Support	24/7 Phone Support/Onsite Troubleshooting					Yes		
	Basic Firewall Services	YES							
Onsite Config/Turn Up		YES							
Total:		4,968.00	1,556.40	5,500.00	2,495.00	1,703.98	2,800.00	1,345.00	1,295.00
Ineligible Goods & Services			1,556.40	5,500.00	2,495.00	1,703.98	2,800.00	1,345.00	1,295.00
Total:									
Total:		-	-	-	-	-	-	-	-

Evaluation Factor		Maximum Points	Meet Point	AT&T	BTC	Dobson	Windstream	Suddenlink	OneNet	Telecomp
Price of Eligible Goods and Services		25	5	14	4	9	13	8	25	17
Price of Ineligible Goods and Services		15	0	0	0	0	0	0	0	0
Service History		20	20	0	0	0	0	0	0	0
Expertise of Company		20	0	0	0	0	0	0	0	0
Understanding of Needs/Completeness of Bids		20	0	0	0	0	0	0	0	0
Onsite Technical Support		20	20	0	0	0	0	7	0	0
Services										
Basic Firewall Services		20	20	0	0	0	0	0	0	0
Onsite Configuration/Turn Up Service		10	10	0	0	0	0	0	0	0
TOTAL POINTS		150	75	14	4	9	13	15	25	17