

September 16, 2016

SUBMITTED ELECTRONICALLY VIA ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW Washington, DC 20554

FCC Docket 02-6

Re: Appeal of Blackwell ISD (BEN: 140275), for denial of FY 2013 Application 889497 FRN 2418619, FY 2014 Application 976823 FRN 2660232 and FY 2015 Application 1019919 FRN 2767644

Pursuant to 47 C.F.R. § 54.719(a), Blackwell hereby respectfully submits this appeal of decisions by the Universal Service Administrative Company (USAC) to deny FRN 2418619 for Funding Year 2013, FRN 2660232 for Funding Year 2014 and FRN 2767644 for Funding Year 2015.

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The reason for denial on the FCDL:

“The FRN 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. The FCC 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 the 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.’”

Signed:

_____/s/_____

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I. INTRODUCTION

Blackwell ISD (Blackwell 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 Blackwell for its FRN 2418619 on 471 Application Number 889497 for Funding Year 2013, FRN 2660232 on 471 Application Number 976823 for Funding Year 2014 and FRN 2767644 on 471 Application Number 1019919 for Funding Year 2015.

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

Blackwell is a small, rural school district in north central Oklahoma. The District has approximately 1200 students enrolled. As the District stated in their response to USAC dated 12/10/2014:

We do not have the technical staff we need. We currently have one full time IT person to manage and preform upkeep/configuration changes on 740 computers, 12 switches, 8 servers, network cabling, 70 Smart Boards, 70 printers, and 30 I pads. We need the network stability and technical support services that Meet Point provides.

For Funding Year 2013 the District filed a 470 requesting bids for Internet access and additional, unrelated services.¹ The District also released a Request for Proposal on October 5th, 2012.² Included in this RFP were requests for Internet access and additional, unrelated services.

The District received three bids for the Internet access portion of the RFP: Meet Point Networks, AT&T and BTC.³ After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract on FCC 471 #889497.⁴

On May 20th, 2016 USAC issued a Notification of Commitment Adjustment Letters that denied the funding request for Meet Point Networks services on FRN 2418619.⁵ The reason for the denial states:

“The FRN 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. The FCC 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

¹ FCC Form 470 #846320001048286 (FY 2013 Form 470).

² FY 2013 RFP, Exhibit 1.

³ See Exhibit 2, 2013 Bids Received.

⁴ FCC Form 471 #889497, EXHIBIT 3. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access, firewall services, and email and web hosting.

⁵ Exhibit 4, Notification of Commitment Adjustment Letter, dated 5/20/2016.

compared to the 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.’

For Funding Year 2014 the District filed a 470 requesting bids for Internet access and additional, unrelated services.⁶ The District also released an Invitation for Competitive Bids (IFCB – also known as a Request for Proposal or RFP) on September 25th 2013.⁷ Included in this RFP were requests for Internet access and additional unrelated services.

The District received four bids for the Internet access portion of the RFP: Meet Point Networks, Windstream, AT&T and OneNet.⁸ After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract.⁹ For Funding Year 2015, the District continued their Internet access funding requests through Meet Point Networks on FCC 471 # 1019919.¹⁰

On April 21st, 2016 USAC issued a Funding Commitment Decision Letter that denied the funding request for Meet Point services on FRN 2767644.¹¹ The reason for the denial states:

“The FRN 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. The FCC 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 the prices available commercially and stated that ‘there may be situations where

⁶ FCC Form 470 #658070001147211 (FY 2014 Form 470).

⁷ FY 2014 RFP, Exhibit 5.

⁸ See Exhibit 6, 2014 Bids Received.

⁹ 2014 FCC Form 471 # 976823, Exhibit 7. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access, firewall services, and email and web hosting.

¹⁰ 2015 FCC Form 471 # 1019919, Exhibit 8. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access, firewall services, and email and web hosting.

¹¹ Exhibit 9, 2015 Funding Commitment Decision Letter, dated 4/21/2016.

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.”

On May 20th, 2016 USAC issued a Notification of Commitment Adjustment Letter that denied the funding request for Meet Point services on FRN 2660232.¹² The reason for the denial states:

“The FRN 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. The FCC 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 the 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.”

Quapaw received USAC Appeal Denial Letters for 2013 on August 5, 2016, for 2014 on August 5, 2016 and for 2015 on July 19, 2016.¹³

By this letter, the District appeals USAC’s decision to rescind its funding commitments. Commission rules allow 60 days for the filing of an appeal to the FCC.¹⁴ Because this appeal is filed within 60 days of USAC’s decision, it is timely filed.

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

Federal Communications Commission rules require applicants to seek competitive bids for all services and equipment eligible for E-rate discounts.¹⁵ Applicants are required to “carefully consider all bids submitted” and to select “the most cost-effective service offering”

¹² Exhibit 10, Notification of Commitment Adjustment Letter, dated 5/20/2016.

¹³ Administrator’s Decision Letters for 2015, 2014 and 2013, Exhibit 11.

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

¹⁵ 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.”).

using the price of eligible goods and services as the primary factor.¹⁶ 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.¹⁷

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.¹⁸ 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 *Ysleta*.¹⁹ 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. Blackwell 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

¹⁶ *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).

¹⁷ 47 C.F.R. § 54.511(a).

¹⁸ *Tennessee Order* at ¶¶ 9-12 .

¹⁹ *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*).

offerings that meets their needs ‘most effectively and efficiently.’”²⁰ 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.²¹

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.²² Given that price, as a category, only has to be weighted one point higher than any other category,²³ 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.”²⁴

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 allotted a maximum of 40 points

²⁰ *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).

²¹ *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*).

²² *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*). *See also Tennessee Order* at ¶ 9 (“Even among bids for comparable services, however, this does not mean that the lowest bid must be selected.”).

²³ 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.

²⁴ *Tennessee Order* at ¶ 8.

for the price of eligible goods and services – more than twice the amount of the other evaluation factor, Service History (weighted at 20 points), for a total of 60 points.²⁵

FUNDING YEAR 2013 BID EVALUATION PROCESS

For Funding Year 2013, Blackwell considered the quality of service, as the Commission explicitly recognized in *Tennessee*, and selected the bid that met its needs “most effectively and efficiently.”²⁶ To meet the needs of its students and teachers, Blackwell required an Internet access service that provided strong network security.²⁷ Meet Point received higher scores because of their previous excellent service history with the District, and offered services that neither OneNet nor AT&T included with their bids. Additionally, Meet Point offered a direct line of communication – when issues arose with Meet Point the school had the cell phone numbers for the principals in the company. Blackwell felt that it was essential that it had a company that could resolve any issues in the most expeditious manner possible.²⁸ 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.

Meet Point received higher scores in the non-price category based upon the District’s direct experience with the people that ran Meet Point in previous funding years – the school was

²⁵ 2013 Bid Evaluation Sheets, Exhibit 12.

²⁶ *Tennessee Order* at ¶ 9

²⁷ Statement of Monte Sill, ¶ 9

²⁸ *Id.*

pleased with their past performance. The staff at Meet Point had been responsible for initiation of the Internet services; configuration of the router; determining the cause of any issues with the services and resolving those issues; and the configuration, administration and issue-resolution of email services. Their work ethic demonstrated a commitment to providing the best services for the District. As the Commission has noted, “[A] school should have the flexibility to select different levels of services, to the extent such flexibility is consistent with that school’s technology plan and ability to pay for such services.”²⁹ The quality of service and responsiveness when problems arise are especially important to districts that have few employees focusing on technology.

In contrast, OneNet received lower point awards in the non-price category. Specifically, Blackwell had heard from multiple OneNet customers that OneNet was “oversubscribed” and that those customers were not getting the bandwidth they had ordered.³⁰ What is the point of going with a lower-priced provider if you don’t get what you are paying for?

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.”³¹ 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

²⁹ *Tennessee*, Para. 9

³⁰ Statement of Monte Sill, ¶ 8

³¹ *Moving at the Speed of Creativity* October 21, 2011, <http://www.speedofcreativity.org/2011/10/21/netpotential-2011-conference-notes-netpotential11/>

it comes to bandwidth.³² OneNet themselves admitted that their network had not been performing to the standards they would have liked. This was common knowledge in the Oklahoma K12 community at the time.

AT&T also did not score well because the district had previous prior experience that was poor. In a previous funding year, the district had used ATT as their internet access service provider. With AT&T services, outages were not addressed quickly or efficiently. To even report the outage, the school was bounced around to different departments within AT&T. When trying to report an outage, AT&T would say the problem was on the school side, not the AT&T side. When service was out, no one at AT&T could give a straight answer as to what the problem was or when the service would be working again. The outage would always be an AT&T problem, not a problem on the school side. When visiting with other schools in the area who used AT&T, they had the same types of issues. This was a strong consideration to not select AT&T services.³³

Meet Point offered services not offered by the other providers. Neither OneNet nor AT&T included onsite turn up, onsite visits to restore Internet access, and firewall services with their bids.³⁴ AT&T's bid did not include email or web hosting service, as the OneNet and Meet Point bid did. As noted by the Commission, applicants cannot properly consider price without consideration of what services are being offered. Here, Meet Point offered additional services that OneNet did not include in their bid proposal.

Blackwell evaluated the Internet access providers based on categories that it determined were important. That evaluation led Blackwell to select the service provider with the offer that

³² *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/>

³³ Statement of Monte Sill, ¶8

³⁴ 2013 Bids Received, Exhibit 12 and 2014 Bids Received, Exhibit 13

best met the District's needs. It choose Meet Point because it determined that Meet Point's offering was complete and superior to that of OneNet and AT&T – as allowed and encouraged by Commission orders and E-rate program rules.

FUNDING YEAR 2014 BID EVALUATION PROCESS

For funding year 2014, Blackwell received four bids for its Internet access services. In addition to the price category, as described above, Blackwell evaluated bidders based on service history. In the bid evaluation process for FY 2014, OneNet received 42 points, AT&T received 40 points, Windstream received 31 points and Meet Point received 44 points.³⁵ Meet Point earned the maximum points for Service History as the district had good experience in the previous year using Meet Point's package of Internet access services (email, web hosting, and firewall services to name a few). The District also had direct experience for years with the principals at Meet Point networks in a) turning up Internet access service, b) trouble-shooting Internet access issues and c) configuring firewall service for the district's Internet connection.

On the other hand, the district had previous experience in purchasing Internet access from AT&T. That experience was not good and factored into the District's decision making process. As the District indicated in their response to Courtney Santiago on 12/10/2014:

We have had service history with AT&T. We used them as our ISP and found their service to be unreliable, and unstable. We had outages that would last days without any support from AT&T. This happened on multiple occasions and is unacceptable for our needs (had this happened during a state testing event I'm not sure what we could have done). Even though they were cheaper, they were not the best solution for our district. Their technical support, network stability and billing services were horrible and insufficient for our needs.

³⁵ 2014 Bid Evaluation Sheets, Exhibit 13

As the Commission has noted, “[A] school should have the flexibility to select different levels of services, to the extent such flexibility is consistent with that school’s technology plan and ability to pay for such services.”³⁶ The quality of service and responsiveness when problems arise are especially important to small districts that have few (or no) employees focusing on technology.

Additionally, Meet Point offered services that were not listed on the other three bids, namely: onsite turn up, onsite visits to restore Internet access, and firewall services. As noted by the Commission, applicants cannot properly consider price without consideration of what services are being offered. Here, Meet Point offered additional services that the other bidders did not. The District felt that OneNet’s bid was inferior to Meet Point’s because OneNet did not offer the valuable services.

Blackwell evaluated the Internet access providers based on the factors that it determined were important. That evaluation led Blackwell to select the service provider with the offer that best met the District’s needs. It chose Meet Point because of the Districts extensive positive experience in successfully purchasing and using the Meet Point services during the previous Funding Year, and because of years of positive service from the people that run Meet Point. The District felt that Meet Point’s quality of service and service history were superior to the other offers – 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 *Yselta* – and in a paragraph directly referencing *Yselta*, the Commission

³⁶ *Tennessee*, Para. 9

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.”³⁷ The Commission 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.³⁸

Contrary to these Commission declarations, however, USAC points to *Ysleta* as support for stating that Blackwell’s services are not cost-effective, by stating that the services selected through Blackwell competitive bidding process were more than two times the other bids received. 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.³⁹ As USAC is aware, USAC cannot interpret

³⁷ 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 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.

³⁸ 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.

³⁹ See *Third Report and Order* at ¶ 87; *Modernization NPRM* at ¶ 213.

Commission rules.⁴⁰ As such, USAC should not use a bright-line standard of “two times” other bids to determine that services selected through Blackwell’s competitive bidding process are not cost-effective. Further, the Commission directed USAC to review its approach to cost-effectiveness reviews and then share 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.⁴¹ 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.⁴²

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.⁴³ Blackwell 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

⁴⁰ 47 C.F.R. § 54.702(c).

⁴¹ *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.

⁴² *Third Report and Order*, ¶ 87; *Modernization NPRM*, at ¶¶ 213.

⁴³ *Ysleta* at ¶ 54.

circumstances.”⁴⁴ 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 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, Blackwell compared the quality of services of Meet Point with the services provided by the other carriers 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,⁴⁵ 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 *Yselta* standard is a moot exercise and is not a fair evaluation of what is and is not cost effective.

⁴⁴ *Id.*

⁴⁵ *Id.*

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 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.

Additionally, we note that USAC funded the 2013 FRN for the District. USAC knew exactly how much they were paying for exactly how much bandwidth. USAC has cost-effectiveness standards before they fund applications to "red flag" funding requests that are out of a normal range. The District's 2013 FRNs did not trigger one of those USAC pre-funding cost effectiveness review. For USAC to fund the FRN, knowing exactly how much they were paying for exactly how much bandwidth and services and then years later demand that the District repay that funding is patently unfair to the District.

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.⁴⁶ 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. Blackwell was not held hostage to

⁴⁶ *Id.*

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 Blackwell 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. Internet access services are as important to Blackwell 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 cost-effective for its needs as a small, rural district, to pay extra for a service that included enhanced levels of support and protection (*i.e.*, the firewall). Blackwell chose the service provider that was most cost-effective for its needs.

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 evaluation panel 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.⁴⁷ 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 *Yselta*) must always lose? Are applicants supposed to manipulate the evaluation 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.

⁴⁷ 47 C.F.R. § 54. 511(a).

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?

Second, 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.⁴⁸

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.⁴⁹ 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 Blackwell 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,

⁴⁸ 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 the District, 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.

⁴⁹ *Universal Service Order* at ¶¶ 481, 574.

focusing exclusively on the price of the services.

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

USAC should, at a minimum, approve part of Blackwell'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.⁵⁰ Cost-effectiveness is not directly addressed in that order.⁵¹ 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."⁵² 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 Blackwell. 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

⁵⁰ *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*).

⁵¹ *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.

⁵² *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.

rate.⁵³ 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 Blackwell's selection of Meet Point as its service provider.

* * *

For the reasons stated above, the District respectfully requests that USAC reconsider its initial decision and grant its funding requests for FY 2013, FY 2014 and FY 2015. 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.

⁵³ *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.

List of Exhibits

Exhibit 1: 2013 RFP

Exhibit 2: 2013 Bids Received

Exhibit 3: 2013 471 Application

Exhibit 4: 2013 Notification of Commitment Adjustment Letter

Exhibit 5: 2014 Invitation for Competitive Bid (AKA: RFP)

Exhibit 6: 2014 Bids Received

Exhibit 7: 2014 Form 471

Exhibit 8: 2015 Form 471

Exhibit 9: 2015 FCDL

Exhibit 10: 2014 Notification of Commitment Adjustment Letter

Exhibit 11: Administrator Decision Letters

Exhibit 12: 2013 Bid Evaluations

Exhibit 13: 2014 Bid Evaluations

STATEMENT OF MONTE SILL

**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. 889497 & 976823
By Blackwell ISD 45)	
of the Funding Decisions by the)	
Universal Service Administration Company)	

Statement of Blackwell ISD 45

I, Monte Sill, swear:

BACKGROUND

1. I served two years as Superintendent of Blackwell ISD 45, from 2012-2014. I served as the comprehensive leader of the K-12 curriculum, directed the management of the day to day operations of the district as well as the liaison between the district and the community through the establishment of a positive atmosphere.
2. During previous Superintendent positions I oversaw the Technology and Procurement.
3. Education: BS – Physical Education Oklahoma State University, Masters – Education Administration Southeastern Oklahoma State University.
4. Blackwell Public Schools is in far north Oklahoma. The district serves a rural population and a small town. The Blackwell public school system currently has about 1400 students. The district has three campuses. The district has 10 buildings.
5. As Superintendent I was the chair of the technology department which consisted of a two man department that was overseen by the Assistant Superintendent who’s district position

title was to oversee the Federal aspect of the funding and ways to allocate it toward the use to best meet the needs of the curriculum.

IMPORTANCE OF TECHNOLOGY

6. We relied on technology on a daily basis, it was a way to fully operate our district to meet the complete educational needs of our students and allow our faculty to meet all teaching standards. Due to having our technology needs met we were able to perform state testing that was mandated to be computer based, streamline educational software, streamline educational testing to establish data driven collection, as well as establish online lesson plans and gradebooks. We also used technology to report all online communication to our State Department of Education.
7. We would of crashed and burned if our internet was not sufficient. We would of not been able to perform the daily operation of running a school district nor met the educational standards placed upon us by the Oklahoma State Department of Education. The bottom line is that we needed to make sure that we had adequate internet security, and bandwidth capacity to fulfill our educational obligations. This was by Meet Point.
8. We constantly heard rumors from OneNet districts throughout the state about their frustrations of limited bandwidths, security issues, and not receiving adequate internet service. I felt we just could not take a chance and run the risk of that being true and having that within our district. With ATT services, outages were not addressed quickly or efficiently. To even report the outage, we were bounced around to different departments within ATT. When trying to report an outage, ATT would say the problem was on our side, not theirs. When service was out, no one at ATT could give a straight answer as to what the problem was or when it would be working again. The outage would always be an ATT problem, not a problem on our side. When visiting with other schools in the area who used ATT , they had the same type of issues. This was a strong consideration to not select ATT.

THE PROCUREMENT

9. In the two years as I served as Superintendent we placed a high demand on making sure that we had sufficient and reliable connectivity that meet our educational needs. We made sure that we had in place filtering and firewall systems to keep out spam, viruses and attacks on our network. We did this through constantly monitoring and installing equipment that monitored our traffic flow.

- i. We needed affordable connectivity sufficient to handle our needs.;
- ii. We needed reliable connectivity to support the learning and teaching experiences; and
- iii. We needed quality connectivity to assure that the schools received content appropriate to their needs, and filtered out content that was inappropriate.
- iv. We needed network protections (i.e., firewall) sufficient to protect the network from third-party 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, I decided what evaluation criteria to use to evaluate the bids received. This process was derived from my assistant superintendent who handled this aspect of his job description for five years prior to my arrival to the district. He reviewed everything with me and we both then made the decision as a unified team deciding which provider to choose from reviewing all the bids extensively in determining what was best for our district academically.

11. I received a list of possible categories from our consultant, CRW Consulting, but I 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

13. I decided to use the categories of Price of eligible goods & services and Service History.
14. As we compared service of providers, we looked at multiple factors that we felt best met the needs of our district. We took into consideration the past experience and stability of the company as well as service that would be provided to our district. We wanted a provider that we felt we could rely on to meet the educational needs of our district academically assessments.
15. The evaluation process in choosing Meet Point was based on the data and knowledge I gained from my Assistant Superintendent. Prior to my arrival into the district, he had served as the director of E-Rate and all the Federal programs. He had served in this capacity for five years and under two prior superintendents. Therefore before I made my choice on our provider, I took into consideration his knowledge. Before a selection was made, I reviewed each evaluation sheet. A few of the key points that I considered from this as well as my Assistant Superintendent were the stability of each providers, the service of each provider and which provider was the best fit for the district.

THE EVALUATION PROCESS 2014

16. I decided to use Price of Eligible Goods & Services and Service History for the bid evaluation categories. The max total of 20 went to service history and the other 24 went to the price of eligible goods and services.

Oklahoma City, OK 73112

Exhibit 1: 2013 RFP


[Sign up](#) [Sign In](#)

Request for Proposal

RFP Posted

05 October 2012

Blackwell ISD 45

District Address

201 East Blackwell, Blackwell, OK
74631

RFP ID: 846320001048286



Bid Deadline:

02 November 2012

Questions Due By:

26 October 2012

RFP Requirements

- All Questions and Bids must be submitted using the on-line RFP 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 should be contingent upon E-rate funding unless stated otherwise.
- 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.
- Depending on E-rate funding, the district may choose to proceed with all or part of the projects, at the district's discretion.
- Applicant reserves the right to voluntarily renew any contract for up to (5) consecutive one-year terms upon written notice. **We highly suggest your submitted bids and contracts include this statement.**

Services and Equipment Requested

Local and long distance phone service - Approx 39 lines

Cellular phone service including internet access/data plans - Approx 9 lines

WAN Connections - Minimum 4 x 1GB connections; From 201 E. Blackwell to: 2105 W. Ferguson Ave., 1041 S. First St., 304 Vinnedge Ave., 303 E. Coolidge Ave. The area codes and prefixes for the service addresses (or terminating points) are (580) 363.

Internet Access - Minimum 20Mb bandwidth, applicant considering upgrading to 50Mb bandwidth; applicant will consider additional bandwidths. Please provide scalable quotes, approx 10Mb increments is preferred. The terminating address for this circuit is 201 E. Blackwell. The area code and prefix for the service address (or terminating pont) are (580) 363.

Web Hosting - For entire district

Upload Bid:



Questions Received with District Answers:

[Submit a Question](#)

No Data

Exhibit 2: 2013 Bids Received

E-Rate Proposal for Blackwell Public Schools

November 2, 2012



To: Chris Webber, CRW Consulting
Blackwell Public Schools
201 E. Blackwell, Blackwell, OK 74361

From: MELIA L BALDEN, AT&T ACCOUNT MANAGER 2 - LE MODULE**
600 E SAINT LOUIS ST, RM 406, SPRINGFIELD, MO 65806
Office: (417) 875-8113, Wireless: (417) 839-1478
Email: mb9429@us.att.com

Quote #1-145AT2G

Introduction

In response to Blackwell Public Schools's Form 470 bid #846320001048286, 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, 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. AT&T's Service Provider Identification Number (SPIN) for Managed Internet Service (MIS) is 143001192.

Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. © 2012 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 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. Managed Internet Service is provided by AT&T Corp. For MIS with Managed Router, installation charges are waived for telephone-supported installation; the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router.

Proposal Validity Period—The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contract, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding Year, whichever first occurs. **Terms and Conditions**—Unless otherwise stated herein, this 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. **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.





Features and Benefits

The solution gives you the following:

- **Redundancy**—We provide service availability of 99.999% to ensure that your Internet traffic gets through. The network design and proactive monitoring of our nationwide backbone network make it highly reliable. Because the network architecture features redundant routers, switches, and power supplies, we can reroute traffic around outages and restore service almost instantaneously.
- **Customizable Service**—MIS provides you with customizable maintenance, service, and support options so you can choose the level of network management you need. You'll be working with a industry-leading network provider that has the flexibility and resources to help you prepare for the future and keep your competitive edge.
- **Multiprotocol Label Switching (MPLS) Private Network Transport (PNT)**—The MPLS PNT feature, available only at sites with local channel access, lets us add unique Virtual Private Network (VPN) ID labels to your data as it enters the IP network. The MPLS PNT labels let us use separate routing tables to segregate your data traffic from other IP network traffic and provide you with network-based IP VPN.

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

[Click to learn
more.](#)

Advantages of AT&T

Working with AT&T gives you the following advantages:

- **Commitment**—We're committed to exploring every alternative to meet your unique communication requirements. We take the time to learn your business and to become an extension of your staff.
- **Complete Solutions**—AT&T offers a complete range of solutions. We're qualified to work with a wide variety of communication products and can assess your needs to find the best solutions.
- **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.
- **Performance**—You expect communication services that work, and we can deliver. We've invested millions of dollars each year to improve our technology infrastructure so that we can provide superior performance.





- Service—We offer you easy access to service and assistance, whether through online tools or a single phone number. As a result, you may spend less time on communication issues and have more time to focus on your business.
- 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.

Solution Pricing

Pricing for Managed Internet Service (MIS) is based on the following term options. This is Ethernet Access Managed and 50Mbps is available at the customer's premise.

Total Service EaMIS Switched IR/IF						
Speed	Customer Managed MRC			AT&T Managed MRC		
	12 Month	24 Month	36+ Month	12 Month	24 Month	36+ Month
10Mb	\$1,980.48	\$1,538.88	\$897.20	\$2,543.68	\$1,890.88	\$967.60
20Mb	\$2,887.68	\$1,986.00	\$997.20	\$3,450.88	\$2,338.00	\$1,067.60
50Mb	\$5,349.70	\$3,458.00	\$1,291.60	\$6,018.50	\$3,876.00	\$1,375.20
100Mb	\$8,927.12	\$5,630.00	\$1,782.00	\$9,682.32	\$6,102.00	\$1,876.40
150Mb	\$13,098.88	\$8,576.00	\$3,115.20	\$13,857.28	\$9,050.00	\$3,210.00
200Mb	\$16,578.77	\$10,490.00	\$3,778.00	\$17,733.97	\$11,212.00	\$3,922.40
250Mb	\$18,844.37	\$11,906.00	\$4,061.20	\$19,999.57	\$12,628.00	\$4,205.60



Delivering intelligent solutions to save you time and money.

Telecommunication Solution

Prepared Exclusively for

Blackwell Independent School District 45

November 2, 2012

**Scott Boultinghouse
BTC Broadband
Senior Account Executive
11134 S. Memorial Drive
Bixby, OK 74008
sboultinghouse@olp.net
918.520.4424**



Delivering intelligent solutions to save you time and money.



BTC Broadband
11134 S. Memorial Drive
Bixby, OK 74008

BTC Broadband Spin #: 143031484

Blackwell Independent School District 45
201 East Blackwell
Blackwell, OK 74631

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 Blackwell Independent School.

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 Blackwell Independent School.

Thank you,

Scott Boultinghouse
Senior Account Executive



BTC Broadband®

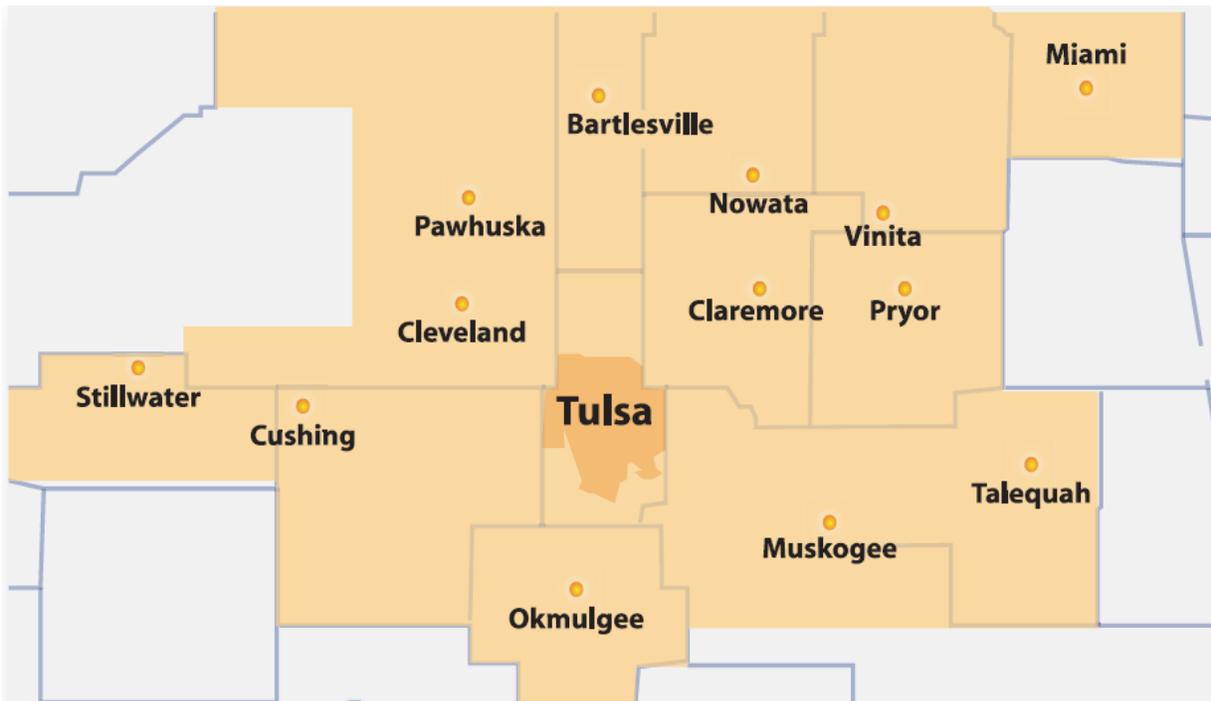
direct: 918.366.0227 cell: 918.520.4424 fax: 918.364.3022 email: sboultinghouse@olp.net

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 Digital Television.

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.



Community Information:

BTC Broadband employees invest time in community events and local organizations. Our employees volunteer hundreds of hours for non-profit organizations and events such as the Tulsa Area United Way, Bixby Community Outreach Center, Bixby Optimist Club, and other organizations dedicated to improving the community we all live in. BTC Broadband is proud to be a community partner and technology leader. We are committed to being a part of community events and local organizations. We are very involved in many cities' Chamber of Commerce, and often work closely with local Optimist Clubs to put on community events and fundraisers.

Sales Support Information:

Scott Boultinghouse

Scott Boultinghouse is a Senior Account Executive of BTC Broadband. Scott has nearly 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 Tulsa area.

Blackwell Independent School Solution:

BTC Broadband is excited to provide Blackwell Independent School 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 Blackwell Independent School 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 local service provider, we will authorize building fiber optic lines directly into all requested locations. These communication lines are fully capable of providing for the current needs of the School, and can be scaled to the highest capacity bandwidth capabilities available anywhere today. We will connect each of the four (4) schools to the Blackwell Central Office, 201 E. Blackwell with a dedicated 1 Gbps connection (10 times the current bandwidth level). Additionally we will provide all local and long distance calling to the school system through the BTC Broadband voice switch. If selected for internet service, BTC will provide internet service over our fiber optic connection from our redundantly connected internet gateway.

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, Blackwell Independent School 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.

BTC Broadband is proposing 2 options for Blackwell Independent School. Contract Blackwell ISD 45 is for Phone Service and the Wide Area Network only. Contract Blackwell ISD 45-B allows Blackwell Independent School 23 to add an optional internet offering to Contract Blackwell ISD 45. Should you have any questions concerning our proposal, please contact us for more information.



broadband.

Delivering intelligent solutions to save you time and money.

Business Services Agreement



11134 S Memorial, Bixby, OK 74008

BTC Account Representative: **Scott Boultinghouse**

Phone Number: **918.366.0227**

Fax Number: **918.364.3022**

BTC Broadband Spin #: 143031484

Contract Blackwell ISD 45

Customer Information

Legal Company Name:	Blackwell Independent School District 45
Street Address:	201 East Blackwell
City/State/Zip:	Blackwell, OK 74631
Billing Address:	201 East Blackwell
City/State/Zip:	Blackwell, OK 74631
Federal Tax ID:	

Authorized Customer Contact Information

Name:	
Telephone:	
Fax:	
Email Address:	
BTC Acct. No.:	

BTC Services

Qty	Product	Description	Term (Months)	Monthly Recurring	One time charges	Total Monthly Recurring
1	PS	Phone Service - Local and Unlimited Outbound Long Distance	12	\$ 29.15	\$ -	\$ 29.15
38	PS	Phone Service - Local and Unlimited Outbound Long Distance	12	\$ 21.15	\$ -	\$ 803.70
4	WAN	Wide Area Network Connectivity - 1 Gbps	12	\$3,000.00	\$ -	\$12,000.00
				Total:	\$ -	\$12,832.85

Service availability contingent on all services being selected (Phone Service, Long Distance and Wide Area Network). See additional Terms and Conditions attached.

Customer Authorized Signature:

Printed Name:

Title:

Date:



broadband.

Delivering intelligent solutions to save you time and money.

Business Services Agreement



11134 S Memorial, Bixby, OK 74008

BTC Account Representative: Scott Boultinghouse
Phone Number: 918.366.0227
Fax Number: 918.364.3022

BTC Broadband Spin #: 143031484

Contract Blackwell ISD 45-B

Customer Information

Legal Company Name:	Blackwell Independent School District 45
Street Address:	201 East Blackwell
City/State/Zip:	Blackwell, OK 74631
Billing Address:	201 East Blackwell
City/State/Zip:	Blackwell, OK 74631
Federal Tax ID:	

Authorized Customer Contact Information

Name:	
Telephone:	
Fax:	
Email Address:	
BTC Acct. No.:	

BTC Services

Qty	Product	Description	Term (Months)	Monthly Recurring	One time charges	Total Monthly Recurring
1	IS	Internet Service - 50 MB	12	\$ 6,478.28	\$ -	\$ 6,478.28
Total:					\$ -	\$ 6,478.28

Contract Blackwell ISD 45-B may only be added to services offered with Contract Blackwell ISD 45. All Internet Service options include 128 Static IP Addresses. Additional Static IP addresses may be leased at \$0.50/Static IP. See additional Terms and Conditions attached.

Customer Authorized Signature:

Printed Name:

Title:

Date:

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, 2013, but regardless of when the first year of the Term actually commences, the first year of the Term shall expire upon June 30, 2014 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 four (4) 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".



Meet Point Networks, LLC

Customer Service Proposal

Proposal Date 10-16-2012

Proposal # MPN 1229

SPIN# 143035519

Meet Point Networks Rep: Mike Pennell
Phone Number: 918.633.6896

Meet Point Networks
P.O. Box 339
Bixby, OK 74008
Voice 918.557.0277
www.meetpointnetworks.com

Page one (1) of this document is for Internet access pricing options and is informational only.
Page two (2) through four (4) is the service agreement contract.

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.

Customer Information

Customer Name: Blackwell ISD 45
Street Address: 201 East Blackwell
City/St/Zip: Blackwell OK 74631
Federal Tax ID:

Taxes and Fees Not Included

	Service Description	New Qty	Terms (months)	Type	Monthly Recurring Charge	Annual Charge	One Time Activation and Setup
1	20 Mb Internet Access	1	60	New	\$6,478.28	\$77,739.36	\$0.00
2	30 Mb Internet Access	1	60	New	\$7,806.93	\$93,683.16	\$1,000.00
3	50 Mb Internet Access	1	60	New	\$9,034.18	\$108,410.16	\$1,000.00
4							
5							
6							

NewNet 66 Services

~ NewNet 66 Services are included in the pricing above.

- ~ 24 x 7 Internet Access Troubleshooting & Repair - NewNet 66 will work to restore functional Internet access – this includes working with all of the necessary telecommunication providers and calling in trouble tickets, if necessary.
- ~ On site visits to restore Internet Access, if necessary.
- ~ Unlimited Email Accounts supporting POP3, Web Mail, and IMAP. (student accounts available on request)
- ~ Web Site Hosting Service - 10 Gigabit of space. This service does not include the creation or modification of content.
- ~ Firewall management to include Juniper Networks and Fortigate firewalls.



Meet Point Networks, LLC

Meet Point Networks Service Agreement

10-16-2012

Fax signed copy to 918.512.4400

or email to

contracts@meetpointnetworks.com

SPIN# 143035519

Customer Name: Blackwell ISD 45
 Street Address: 201 East Blackwell
 City/St/Zip: Blackwell OK 74631
 Federal Tax ID:

Meet Point Networks
 P.O. Box 339
 Bixby, OK 74008
 Voice 918.557.0277

Check the service you want below. Select only one.

	Service Description	New Qty	Unit Price	Terms (months)	Type	Monthly Recurring Charge	Annual Charge	One Time Activation and Installation
1	<input type="checkbox"/> 20 Mb Internet Access	1		60	New	\$6,478.28	\$77,739.36	\$0.00
2	<input type="checkbox"/> 30 Mb Internet Access	1		60	New	\$7,806.93	\$93,683.16	\$1,000.00
3	<input type="checkbox"/> 50 Mb Internet Access	1		60	New	\$9,034.18	\$108,410.16	\$1,000.00
4	<input type="checkbox"/>							
5								
6								

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 E-rate customers: The term of this contract is 60 months. 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 contacts us to begin the process.

Customer Authorized Signature

Meet Point Networks Authorized Signature

Mike Pennell

Signature

Signature

Mike Pennell

Print

Print

President

10-16-2012

Title or Position

Date

Title or Position

Date

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. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

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, nonrecurring 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 5, 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. 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.

7. 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.

8. 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.

9. 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 Customer's expense.

Exhibit 3: 2013 Form 471

FCC Form 471

Approval by OMB
3060-0806

Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471

Estimated Average Burden Hours per Response: 4 hours

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.
Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)

The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create an identifier for your own reference) Blackwell Y16	Form 471 Application #: 889497 (To be assigned by administrator)
Block 1: Billed Entity Address and Identifications	
<p>1 Name of Billed Entity BLACKWELL INDEP SCHOOL DIST 45</p> <p>2 Funding Year 2013</p> <p>3a Entity Number 140275</p> <p>3b FCC Registration Number 0011938743</p> <p>4a Street Address, P.O. Box, or Route Number 201 E BLACKWELL</p> <p>City BLACKWELL State OK Zip Code 74631-4300</p> <p>4b Telephone Number (580) 363-2570</p> <p>4c Fax Number (580) 363-5513</p> <p>5a Type of Application (check only one)</p> <p><input type="radio"/> Individual School (individual public or non-public school)</p> <p><input checked="" type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)</p> <p><input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)</p> <p><input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)</p> <p><input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply)</p> <p><input type="checkbox"/> All public schools/districts in the state</p> <p><input type="checkbox"/> All non-public schools in the state</p> <p><input type="checkbox"/> All libraries in the state</p> <p>5b Recipient(s) of Services:</p> <p><input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter</p> <p><input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency</p>	
Entity Number: 140275	Applicant's Form Identifier: Blackwell Y16
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048
Block 1: Billed Entity Address and Identifications (continued)	
<p>6a Contact Person's Name Karla Hall or Chris Webber</p> <p>If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.</p> <p>6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713</p> <p>City Tulsa State OK Zip Code 74170-1713</p> <p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p> <p><input type="checkbox"/> 6c Telephone Number (918) 445 - 0048</p> <p><input type="checkbox"/> 6d Fax Number (918) 445 - 0049</p> <p><input checked="" type="checkbox"/> 6e E-Mail Address info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com</p> <p>6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address</p> <p>If a consultant is assisting you with your application process, please complete Item 6g below:</p> <p>6g Consultant Name Karla Hall Name of Consultant's Employer CRW Consulting Consultant's Street Address P.O. Box 701713</p> <p>City Tulsa State OK Zip Code 74170 Consultant's Telephone Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com Consultant Registration Number 16024800</p>	

Entity Number: 140275		Applicant's Form Identifier: Blackwell Y16	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting discounts.			
Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.			
Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471			
		Schools	Libraries
7a	Number of students or patrons to be served	1319	0
b	Telephone service: Number of classrooms or rooms with phone service	22	0
c	Direct connections to the Internet: Number of drops	772	0
d	Number of classrooms or rooms with Internet access	131	0
e	Number of computers or other devices with Internet access	732	0
f	Number of dial-up Internet access and other connections of up to 200 kbps :	0	0
g	High-speed Internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than 200 kbps and less than 1.5 mbps	0
		At or greater than 1.5 mbps and less than 3 mbps	0
		At or greater than 3 mbps and less than 10 mbps	0
		At or greater than 10 mbps and less than 25 mbps	0
		At or greater than 25 mbps and less than 50 mbps	0
		At or greater than 50 mbps and less than 100 mbps	5
		Greater than 100 mbps	0
Block 3:			
8 [Reserved]			

Entity Number: 140275	Applicant's Form Identifier: Blackwell Y16
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 4: Discount Calculation Worksheet **Worksheet - 1519937**
Page 1 of 1

The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.

Check here if this worksheet contains all eligible entities in the school district or library system.

9a List entities and calculate discount(s): (For Administrator's Use)
School District or Library System Name: **School District or Library System Entity Number:**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice/E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
BLACKWELL MIDDLE SCHOOL	85073 40 04630 00152	R	336	244	72.619%	80	N	N	N	26880				
HUSTON CENTER SCHOOL	85074 40 04630 00153	R	117	103	88.034%	90	N	N	N	10530	P			
BLACKWELL ADMINISTRATIVE BUILDING	16058389	R	0	0	0.000%	85	N	N	N	0				
BLACKWELL ELEMENTARY SCHOOL	16044381	R	500	405	81.000%	90	N	N	N	45000				
BLACKWELL HIGH SCHOOL	85075 40 04630 00151	R	366	218	59.563%	80	N	N	N	29280				

9b Shared Services

<p>SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.</p> <p>LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.</p> <p>CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.</p>	1319									111690					85%
---	------	--	--	--	--	--	--	--	--	--------	--	--	--	--	-----

Entity Number: 140275		Applicant's Form Identifier: Blackwell Y16																												
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048																												
Block 5: Discount Funding Request(s)		Block 5, page 1 of 7																												
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		FRN 2418608 (to be assigned by administrator)																												
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:																														
11 Category of Service (only ONE category should be checked) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 2px;"> PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access </td> <td style="width:50%; padding: 2px;"> PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections </td> </tr> </table>		PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access	PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections	23 Calculations <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width:10%; text-align: center; vertical-align: middle;">Recurring Charges</td> <td style="padding: 2px;">A. Monthly charges (total amount per month for service)</td> <td style="text-align: right; padding: 2px;">\$11,500.00</td> </tr> <tr> <td style="padding: 2px;">B. How much of the amount in A is ineligible?</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">C. Eligible monthly pre-discount amount (A minus B)</td> <td style="text-align: right; padding: 2px;">\$11,500.00</td> </tr> <tr> <td style="padding: 2px;">D. Number of months service provided in funding year</td> <td style="text-align: center; padding: 2px;">12</td> </tr> <tr> <td style="padding: 2px;">E. Annual pre-discount amount for eligible recurring charges (C x D)</td> <td style="text-align: right; padding: 2px;">\$138,000.00</td> </tr> <tr> <td rowspan="3" style="width:10%; text-align: center; vertical-align: middle;">Non-Recurring Charges</td> <td style="padding: 2px;">F. Annual non-recurring charges</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">G. How much of the amount in F is ineligible?</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">H. Annual eligible pre-discount amount for non-recurring charges (F minus G)</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td rowspan="3" style="width:10%; text-align: center; vertical-align: middle;">Total Charges</td> <td style="padding: 2px;">I. Total funding year pre-discount amount (E + H)</td> <td style="text-align: right; padding: 2px;">\$138,000.00</td> </tr> <tr> <td style="padding: 2px;">J. Discount from Block 4 Worksheet</td> <td style="text-align: right; padding: 2px;">85.00</td> </tr> <tr> <td style="padding: 2px;">K. Funding Commitment Request (I x J)</td> <td style="text-align: right; padding: 2px;">\$117,300.00</td> </tr> </table>		Recurring Charges	A. Monthly charges (total amount per month for service)	\$11,500.00	B. How much of the amount in A is ineligible?	\$0.00	C. Eligible monthly pre-discount amount (A minus B)	\$11,500.00	D. Number of months service provided in funding year	12	E. Annual pre-discount amount for eligible recurring charges (C x D)	\$138,000.00	Non-Recurring Charges	F. Annual non-recurring charges	\$0.00	G. How much of the amount in F is ineligible?	\$0.00	H. Annual eligible pre-discount amount for non-recurring charges (F minus G)	\$0.00	Total Charges	I. Total funding year pre-discount amount (E + H)	\$138,000.00	J. Discount from Block 4 Worksheet	85.00	K. Funding Commitment Request (I x J)	\$117,300.00
PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access	PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections																													
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	J. Discount from Block 4 Worksheet	85.00																												
	K. Funding Commitment Request (I x J)	\$117,300.00																												
12 Form 470 Application Number 846320001048286																														
13 SPIN – Service Provider Identification Number 143004662																														
14 Service Provider Name Southwestern Bell Telephone Company																														
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tarified or month-to-month services.																														
15b Contract Number n/a																														
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Entity Number: 140275	Applicant's Form Identifier: Blackwell Y16
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 6: Certifications and Signature

- 24 I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)
- a 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; and/or
 - b libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.
- 25 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).

a Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23I on all Block 5 Discount Funding Requests.)	350952.16
b Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	298309.34
c Total applicant non-discount share (Subtract Item 25b from Item 25a.)	52642.8199999999
d Total budgeted amount allocated to resources not eligible for E-rate support	128000
e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	180642.82
f <input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.	

- 26 I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.
- Or I certify that no technology plan is required by Commission rules.
- 27 I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP 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 plan goals.
- 28 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.
- 29 I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes 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. §§ 54.500, 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, 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.
- 30 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 covering all of the services listed on this 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.

Entity Number: 140275	Applicant's Form Identifier: Blackwell Y16
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 6: Certification and Signature (Continued)

- 31 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.
- 32 I certify that I will retain required documents for a period of at least five years after the last day of service delivered. 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 the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- 33 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.
- 34 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.
- 35 I certify that if any of the Funding Requests on this 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(g)(1), (2).
- 36 I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- 37 I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38 Signature of authorized person <input type="checkbox"/>	39 Date
---	----------------

40	Printed name of authorized person Chris Webber
41	Title or position of authorized person Consultant <input type="checkbox"/> Check here if the consultant in Item 6g is the Authorized Person.
42a	Street Address, P.O. Box, or Route Number PO Box 701713 City Tulsa State OK Zip Code 74170-1713

Entity Number: 140275		Applicant's Form Identifier: Blackwell Y16	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
42b	Telephone Number of authorized Person	(918) 445-0048	Ext.
42c	Fax Number of Authorized Person	(918) 445-0049	
42d	E-mail Address of authorized Person	info@crwconsulting.com	
	Re-enter E-mail Address	info@crwconsulting.com	
42e	Name of Authorized Person's Employer	CRW Consulting	
<p>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 file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). 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 competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.</p> <p>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.</p> <p>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 this application 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 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.</p> <p>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.</p> <p>If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.</p> <p>The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.</p> <p>Public reporting burden for this collection of information is estimated to average 4 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.</p> <p>Please submit this form to: SLD-Form 471 P.O. Box 7026 Lawrence, Kansas 66044-7026</p> <p>For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to: SLD Forms ATTN: SLD Form 471 3833 Greenway Drive Lawrence, Kansas 66046 (888) 203-8100</p>			
FCC Form 471 - October 2010			

Close Print Preview

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Exhibit 4: 2013 Notification of Commitment Adjustment Letter



Notification of Commitment Adjustment Letter

Funding Year 2013: July 1, 2013 - June 30, 2014

May 20, 2016

Karla Hall or Chris Webber
BLACKWELL INDEP SCHOOL DIST 45
PO Box 701713
Tulsa, OK 74170 1713

Re: Form 471 Application Number: 889497
Funding Year: 2013
Applicant's Form Identifier: Blackwell Y16
Billed Entity Number: 140275
FCC Registration Number: 0011938743
SPIN: 143035519
Service Provider Name: Meet Point Networks LLC
Service Provider Contact Person: Beverley Fielding

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see <https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
 - Billed Entity Name,
 - Form 471 Application Number,
 - Billed Entity Number, and
 - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Program - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at <http://www.usac.org/sl/tools/samples.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program
Universal Services Administrative Company

cc: Beverley Fielding
Meet Point Networks LLC

Funding Commitment Adjustment Report for
Form 471 Application Number: 889497

Funding Request Number: 2418619
Services Ordered: INTERNET ACCESS
SPIN: 143035519
Service Provider Name: Meet Point Networks LLC
Contract Number: n/a
Billing Account Number:
Site Identifier: 140275
Original Funding Commitment: \$92,998.64
Commitment Adjustment Amount: \$92,998.64
Adjusted Funding Commitment: \$0.00
Funds Disbursed to Date \$92,998.60
Funds to be Recovered from Applicant: \$92,998.60
Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FRN 2481619 will be 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 posted requests for minimum 20 MBPS, considering increasing up to 50 MBPS on FCC Form 470# 846320001048286 and the associated RFP. You received a bid from ATT offering these specific services at an amount of \$1,375.20 per month (3 year contract) for 50 MBPS, a bid from Meetpoint offering these specific services at an amount of \$9,034.18 monthly for 50 MPBS, a bid from BTC offering these specific services at an amount of \$6,478.28 monthly for 50 MBPS. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$9,034.18 monthly. The bid chosen is over three times more costly than the bid offering from ATT. 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 price available from another commercial vendor. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Exhibit 5: 2014 IFCB

**IFCB Posted**

25 September 2013

Blackwell ISD 45**District Address**

201 E. Blackwell

Blackwell, OK 74631

IFCB ID: 658070001147211**IFCB Deadline:**

23 October 2013

Questions Due By:

16 October 2013

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.

Services and Equipment Requested

Local phone service - Approx 39 lines

Long distance service - Approx 39 lines; applicant currently uses approx 1,050 minutes per month

Cellular phone service - Approx 8 lines including internet access/data plans

Internet Access - Minimum 50Mb bandwidth; applicant is considering upgrading up to 100Mb bandwidth. Service providers are encouraged to submit bids/quotes with scalable bandwidth pricing. The terminating address for this circuit is 201 East Blackwell, Blackwell, OK 74631; (580) 363.

[Upload Bid](#)



Questions Received with District Answers:

[Submit a Question](#)

No Data

[Home](#) [About Us](#) [Services](#) [e-Rate Info](#) [Testimonials](#) [Contact](#)



Sign up for our new sletter :

[Submit](#)

P.O. Box 701713
Tulsa, OK 74170-1713
Voice: (918) 445-0048
Fax: (918) 445-0049

Exhibit 6: 2014 Bids Received

E-Rate Proposal for Blackwell Schools

October 21, 2013

To: Chris Webber,
Blackwell Schools
PO BOX 701713, Tulsa, OK 74170

From: JON GLUVNA, AT&T ACCOUNT MANAGER
6889 W SNOWVILLE RD, RM FLR 1, BRECKSVILLE, OH 44141
Office: (440) 670-3471, Wireless: (440) 670-3471
Email: jg113s@us.att.com

Introduction

In response to Blackwell Schools's Form 470 bid #658070001147211, 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, 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. AT&T's Service Provider Identification Number (SPIN) for Managed Internet Service (MIS) is 143001192.
- AT&T Business Block of TimeSM II is a set of calling plans that gives you a set price for a defined number of minutes (or "block") of domestic calling each month. Qualified calls include intraLATA, intrastate and interstate outbound, and domestic toll free (inbound). Business Block of Time II enables you to save money over "rack" rates for domestic

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Proposal Validity Period—The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contract, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding Year, whichever first occurs. **Terms and Conditions**—Unless otherwise stated herein, this 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. **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. Quote #1-1KBE1B2





calling. AT&T's Service Provider Identification Number (SPIN) for Business Block of Time II is 143008823.

- Wireless services are a set of mobile solutions—devices, applications, and plans— that help you boost productivity, streamline operations, and improve responsiveness to your clients and colleagues.. Wireless services enable organizations to be more mobile than ever—traveling to clients, working from remote locations, using mobile devices to communicate while on the go or to connect to corporate resources. AT&T's Service Provider Identification Number (SPIN) for Wireless services (WSCA) is 143025240.

We recommend the Western States Contracting Alliance (WSCA) program and contract as the right solution for your needs. The WSCA awarded contract 1907 to AT&T through a competitive process open to all wireless vendors, and this contract is available to thousands of schools and libraries.

We use this WSCA contract to provide wireless service and products because it enables us to offer rates, terms, and conditions that are far more robust than those we could offer through individual procurement efforts. You can find more information at the AT&T WSCA Program website: <http://www.wireless.att.com/businesscenter/legal-contracts/wsca.jsp>

Features and Benefits

The solution gives you the following:

- Redundancy—We provide service availability of 99.999% to help ensure that your Internet traffic gets through. The design and proactive monitoring of our nationwide backbone network make it highly reliable. Because the network architecture features redundant routers, switches, and power supplies, we can reroute traffic around outages and restore service almost instantaneously.
- Customizable Service—MIS provides you with customizable maintenance, service, and support options so you can choose the level of network management you need. You'll be working with an industry-leading network provider that has the flexibility and resources to help you prepare for the future and keep your competitive edge.
- Class of Service (CoS)—This add-on 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. By using this option, you can optimize your data traffic flows during congested periods.

E-Rate Proposal for Blackwell Schools

October 21, 2013



- Flexibility—You can choose from 250, 500, 700, 1200, 2500, 5000, 7500, or 10,000 minutes each month and pay the same amount every month for that specific block of minutes. If you go over the block of minutes, the additional minute ("over block") rate applies, so select the block that accommodates your historical usage. This gives you the flexibility to select the discount plan that meets your needs.
- Simplicity—The plans are easy to use, so you can avoid making unnecessary changes to your business activities. All plans include a one-year term agreement, and some plans offer multi-year terms. Block minutes are available to all working telephone numbers under the qualifying billing telephone number. Block sizes are fixed; unused minutes don't roll over to the next month.
- Our devices—include a wide selection of smartphones, tablets, netbooks, e-readers, and Network-Ready Devices using Android™, Apple iOS, BlackBerry®, and Windows Phone. Additionally, LaptopConnect can wirelessly connect your laptop to the Internet at broadband speeds. For more information on the devices we offer, visit www.wireless.att.com/businesscenter/phones-devices/
- Our network—covers more than 80 percent of the U.S. population, including the top 100 U.S. markets, with mobile broadband service (check coverage in your area at www.wireless.att.com/coverageviewer/). We give you the nation's largest 4G network, including LTE and HSPA+ technologies with enhanced backhaul. We're expanding 4G LTE across our network footprint, and AT&T customers will continue to have access to fast 4G speeds even when they are outside of an LTE area.



Advantages of AT&T

Working with AT&T gives you the following advantages:

- Commitment—We're committed to exploring every alternative to meet your unique communication requirements. We take the time to learn your business and to become an extension of your staff.
- Community Focus—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.
- 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.

- **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.
- **Support**—Getting straight answers to your questions is important. That's why we give you an experienced, professional account team that knows your business and can recommend the best solutions.
- **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.
- **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.

Expert Support

We support you through our world-class customer-care operation that's conveniently accessible to you via

- **Personal Relationships**
 - Account management—sales, care, and support teams trained to work with organizations like yours
 - Stewardship—a process in which we periodically review your wireless accounts and recommend strategies to maximize your benefits
- **Technical Specialists**
 - Technical Support—available 24x7 to help you with your wireless voice and data services
 - Mobility application consultants—specialists who evaluate mobility applications



- **AT&T Premier Enterprise Portal**
 - Customizable, self-service site—available on the web 24x7 with secure access: <https://www.wireless.att.com/business/>
 - Online account management tools—make billing, reporting, and ordering fast and easy
 - Customer support—includes Click-to-Chat, help topics and tutorials, and phone

Solution Pricing

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

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

MIS 50 Mb w/AT&T Managed Router \$1375.20

MIS 100 Mb w/AT&T Managed Router \$1876.40

MIS 250 Mb w/AT&T Managed Router \$4205.60

MIS 500Mb w/AT&T Managed Router \$6521.35

Pricing for AT&T Business Block of TimeSM II is based on the following term: 12 months

700 Minutes MRC \$29 (Over Block \$0.045 per minute)

1,200 Minute MRC \$47 (Over Block \$0.042 per minute)

2,500 Minutes MRC \$94 (Over Block \$0.041 per minute)

Pricing for Wireless services is based on the following term: co-terminus with existing state contract (Reference WSCA Pricing form)



Meet Point Networks, LLC

P.O. Box 339
Bixby, OK 74008
www.meetpointnetworks.com

10/23/2013

Blackwell
201 East Blackwell Avenue
Blackwell, OK 74631

To whom it may concern,

In the following pages you will find a proposal for services prepared by Meet Point Networks, LLC for Blackwell. The proposal is in response to the district's posted ERate form 470. The proposal is for a Internet Access circuit.

Page 1 : Proposal of Services
Pages 2 - 4 : Pre-signed Service Agreement

We hope that you will take the time to consider our proposal. If the district finds the quote acceptable please sign and return (fax or email).

Please do not hesitate to contact us with any and all questions.

Mike Pennell
President
mpennell@meetpointnetworks.com
Phone : 918-633-6896
Fax : 918-512-4400



Meet Point Networks, LLC
 P.O. Box 339
 Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

SPIN# 143035519

Customer Service Proposal

Proposal Date : October 23, 2013

Proposal # 60

Customer Information

Blackwell

201 East Blackwell Avenue
 Blackwell OK 74631

Meet Point Networks Rep

Mike Pennell (918)633-6896

Summary of Proposed Services : 50, 100 Mb Internet Access Circuit Quotes - Including Internet maintenance provided by NewNet 66.

***Any estimates, in this proposal, 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.*

Proposed Services and Terms

***Taxes and Fees not Included*

	Service Description		Type	Qty	Term	Monthly	Annual	One Time
1	100 Mb	Internet Bandwidth	New	1	60	\$8,472.50	\$101,670.00	\$15,380.00
2	50 Mb	Internet Bandwidth	New	1	60	\$8,352.50	\$100,230.00	

Internet Maintenance is provided by NewNet 66 and is included in the pricing above.

Internet Maintenance includes:

- 24 x 7 Internet Access Troubleshooting & Repair
- On site visits to restore Internet Access, if necessary
- Unlimited Email / 5Gb Web Hosting

For more information please visit NewNet 66's description of services overview at www.newnet66.org



Meet Point Networks, LLC
 P.O. Box 339
 Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web www.meetpointnetworks.com

Meet Point Networks Service Agreement

10/7/2013

SPIN# 143035519

Blackwell

*201 East Blackwell Avenue
 Blackwell OK 74631*

Proposed Services : Please select desired service by checking a box below.

Service Description	Type	Qty	Term	Monthly	Annual	One Time
<input type="checkbox"/> 100 Mb Internet Bandwidth	New	1	60	\$8,472.50	\$101,670.00	\$15,380.00
<input type="checkbox"/> 50 Mb Internet Bandwidth	New	1	60	\$8,352.50	\$100,230.00	
<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.

Customer Authorized Signature

Meet Point Networks Authorized Signature

Mike Pennell

Signature

Signature

Print

Mike Pennell

Print

Title or Position

Date

President

Title or Position

10/23/2013

Date



Meet Point Networks, LLC
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Bixby, OK 74008

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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.

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, nonrecurring 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



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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 5, 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. 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.

7. 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.

8. 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.

9. 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 Customer's expense.

E-Rate Funding Year 2014



SPIN 143015254
FCC RN 001199307

MTM – INTERNET ACCESS
(Month to Month service -- no contract needed)

Blackwell PS

Proposal Contingent upon E-Rate Funding

Internet Access Service	Monthly\$	Annual\$
50mb	\$1,439	\$17,268
80mb	\$1,453	\$19,104
100mb	\$2,300	\$27,600

OneNet Internet service provides the connection from your location to our hub site. As part of our standard package OneNet Internet service customers receive: unlimited email services, web hosting, Quality of Service, 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

- 50-100mb will require router with 2 Fast Ethernet Interfaces; one interface for internet connection and one for LAN

Options

- OneNet Provided Router (ERate Priority 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 pricing is available upon request. (Not ERate eligible service)

Proposed By:

Ami Layman

Accounts Receivable Supervisor
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. THIS IS FOR YOUR ERATE RECORDS and Item 21 Attachment. Please contact OneNet when you are ready to order services.

Windstream: Your solution for voice, data and networking needs.

Advanced communication solutions for an ever-changing business world.

Who we are:

Windstream is a nationwide, enterprise-focused communications and technology service provider with a commitment to be our customers' trusted advisor. By being more tenacious and attentive than our competitors, we deliver the right combination of smart solutions and personalized service to more than 450,000 customers across the U.S. Windstream provides unmatched technical expertise and industry-leading advanced network communications to institutions small and large.

Windstream

Voice and Data Solutions:

VoIP & Data Solutions	■ VoIP & Data Bundle
	■ Hosted VoIP & Data Bundle
	■ T1 Bundle
MPLS Networking Solutions	■ Virtual Private Network (VPN)
	■ Virtual LAN (VLAN)
Managed Network Services	■ Managed Network Security Packages
	■ Managed Router
Web Hosting Solutions	■ Web Hosting
	■ E-mail Hosting
	■ Domain Name Registration
Voice Solutions	■ Business Lines (Local Business Lines, Key Lines, PBX Lines, DID Trunks)
	■ Centrex
	■ Digital T1 Services
	■ ISDN PRI
Long Distance Solutions	■ Nationwide Long Distance
	■ Nationwide Toll Free
	■ Bill Partner & Bill Management
	■ Calling Card
Conferencing Options	■ Audio Conferencing
	■ Web Conferencing

Windstream

Equipment and Managed Services:

Data Systems	■ Routers
	■ Switches
	■ Wireless LAN
	■ Security
Voice Platforms	■ Avaya, Adtran, Mitel, Cisco CPE Solutions for Voice
Enhanced Voice Applications	■ Call Accounting Software
	■ Voicemail with Unified Messaging
	■ Business Call Recording
Financing Options	■ Innovative Financing options available
Business Protect Maintenance & Warranty Plans	Four plans to choose from:
	■ Bronze ■ Silver ■ Gold ■ Platinum
Additional Services	■ Security Packages
	■ Security Suite
	■ Online Backup
	■ Credit Card Acceptance
	■ Wireless Networking
	■ TechHelp
	■ Fax-to-Email
■ Business Digital TV	
System Centers	■ Data Centers
	■ Collocation



Windstream: Education technology solutions that help you overachieve.

You know education. Windstream knows technology.

Together, we can create technology solutions that improve your institution's efficiency and realize cost savings, helping you reach your overall goal of preparing your students for their brightest future.

We understand the challenges facing educational institutions every day — reduced budgets along with increased pressure to provide students and administrators with high-level communications tools and Internet enabled curricula.

Windstream's innovative suite of solutions for educational institutions can help you meet those challenges. From Ethernet Internet Access, to Voice over IP (VoIP) services, to complex phone systems, to Managed Network Security combined with our ultra-secure MPLS options and Data Centers — our broad range of consultative, strategic, customizable solutions is virtually limitless.

We're also proud to boast an "A+" in our experience as an approved provider in the E-Rate (Education Rate) program, administered by the Universal Service Administrative Company (USAC). This program provides discounts to eligible schools and libraries, helping them to obtain affordable communication and Internet access, with discounts ranging from 20% to 90% on eligible products. Our dedicated, committed E-Rate support team can assist with questions and is focused on providing the best E-Rate experience possible.

No matter what your communication, Internet, networking or equipment needs might be — Windstream is prepared to lead your educational organization into overachieving.

From daycares to universities, the education sector encounters daily challenges that include:

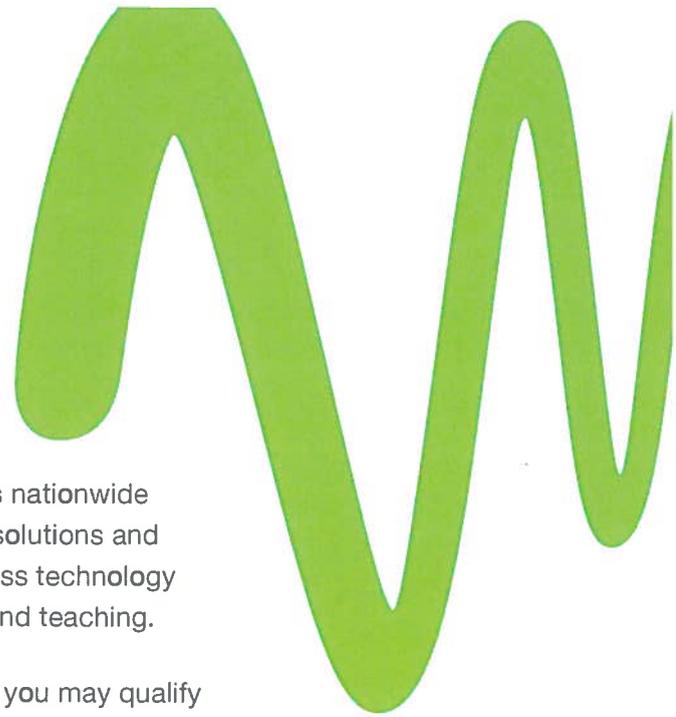
- Improving efficiency and cost savings
- Reaching students more cost-effectively and more quickly
- Collaborating with other campuses, or locations
- Protecting your students, your staff and your campus systems
- And more

Windstream's innovative suite of solutions for educational institutions can help you meet those challenges.

Contact Steve Aragon at 918 899 8491
for a customized solutions consultation.



The Windstream Advantage for Education



Windstream currently helps over 13,000 schools and libraries nationwide overcome their communications challenges. With our smart solutions and personalized service, your students and teachers have limitless technology options to better prepare them for next-generation learning and teaching.

Additionally, if your school is eligible for the E-Rate program, you may qualify for discounts on your communications ranging from 20 to 90%. This program, administered by the Universal Service Administrative Company (USAC), offers discounts to eligible schools and libraries to help make communications solutions and Internet access affordable. We have a long, successful history with E-Rate and will continuously work to enable you to accelerate student achievement, maximize your limited IT budgets and future-proof your networks.

Increase Productivity, Decrease Costs: Our innovative data, voice, network and cloud services are customized to fit each individual school's needs, enabling you to work smarter, minimize expenses and focus to what's most important – students, teachers and learning. And with our competitive service options, you'll optimize every penny of your budget.

Smart Solutions: Windstream's broad range of consultative, strategic unified communications, managed services, business continuity and network security solutions are virtually limitless. We provide the technology foundations required to not only connect campuses across time, location and culture, but also keep them secure.

Personalized Service: We know how critical the business of education is, which is why Windstream has experienced sales and support personnel dedicated to your needs. Local account teams provide the service your school and your community deserves, 24 x 7.

Learn more about our communications solutions for K-12, including:

- Data Center
- Data
- Voice
- Security
- Cloud
- Managed IP Networking
- Equipment



Contact a local representative today to put The Windstream Advantage to work for your school.

Steve Aragon | 1.918.899.8491

data. voice. network. cloud. | windstream.com



Customer Name: BLACKWELL ISD 45

Address for service: 201 E BLACKWELL , , BLACKWELL, OK, 746310000

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date") by and between **BLACKWELL ISD 45** ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

1. Term and Renewal. This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above 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, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.

2. Charges for Services; Billing and Payment; Credits 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 Company'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. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. 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); or (ii) 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); however, Company 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. 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 Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. Company reserves the right to increase or decrease monthly recurring charges (MRCs) on at least 30 days' notice and other rates at any time. For Company'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 monthly recurring charge (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 the customer is without Services. 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; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company 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; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7days 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); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.

3. Disputes. To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.

4. Partial Payments; Late Payments. Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company 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.

5. Credits and Deposits. Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company 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 Company at its discretion may apply the deposit to any amount due and unpaid by Customer.

Customer Initials _____

PRIVATE/PROPRIETARY

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

6. Services Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to 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 Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company 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 Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.

7. Company-Provided and Owned Equipment. Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company 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 Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.

8. Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company 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 Company shall have no responsibility for maintenance or repair of same.

9. Internet. Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.

10. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, 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. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company 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 30 days.

11. American Recovery and Reinvestment Act (ARRA). Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company 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 Company.

12. 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 Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto 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 Company 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. Company also may execute this Agreement via a verifiable electronic signature.

13. Termination. Either party may terminate this Agreement by providing at least 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 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 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. Company may limit, interrupt or

Customer Initials _____

PRIVATE/PROPRIETARY

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

terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company 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 Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company 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 Company'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. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

14. 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 Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(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 COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCS 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 COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY 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 50% of its original contracted rate for that location, Customer will pay 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 Company to the unbundled service rates.

15. **Limitation of Liability and Indemnity.** FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY . CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. 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. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.

16. **Disclaimer of Warranties.** SERVICES 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,

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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, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

17. 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, Centrex, 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. 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.

18. Confidentiality. Except when this Agreement is required to be filed with a governmental authority, 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 Company that are negotiating with Customer in order to execute this Agreement.

19. Telephone Numbers. : In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.

20. 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, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, Windstreambusinesscustomersupport@windstream.com or at such other address provided to the other party. **CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'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 Delaware law, without regard to its conflict of law principles; (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) 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 Company 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 Company's advance written consent; Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 20 survive after this Agreement ends.; (i) Handwritten Changes: Handwritten changes are not binding on either party; (j) 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 Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) 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.

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 Company 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 Company 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 Company'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 Company the authority to access Customer's networks and

Customer Initials _____

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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 Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company 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 Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company 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 Company 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.

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 Company 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.

For Private IP VPN Services only:

Encryption. For the IPSec Private IP-VPN Managed solution, Company shall provision and maintain the IPSec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

COMPANY	CUSTOMER
By:	By:
Name:	Name:
Title:	Title

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Letter of Agency

Contact Name:	Sales Office: OKLAHOMA CITY
BTN: 4053635513	Dealer Name:
Company Name:	Sales Rep Name: Steven Aragon
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 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:

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.

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

This Addendum ("Addendum") is entered between Windstream and its affiliates ("Windstream") and Public Schools ("Customer") Proposal ID's _____, and amends Customer Service Agreement ("Agreement") entered between Windstream and Customer ("Parties").

AUTO RENEWAL

The following shall be inserted in lieu of sentence two (2) of CSA **Section 1. Term and Renewal:**

Upon expiration of the Term, this Agreement will automatically renew for successive month-to-month terms (each, a "Renewal Term") until terminated or cancelled pursuant to its terms.

FUNDING PROVISION

This Contract shall be subject to funding from the Oklahoma Universal Services Fund (OUSF) and the Federal Universal Services Fund (FUSF) for service. If at any time during the term of this Contract, OUSF or FUSF funding to the customer is approved, then subsequently is terminated by the applicable governmental agency, independent of any act by the customer, then the customer will be allowed to migrate to Windstream Private Line T1 services for the remainder of the term under the current agreement without termination liability for service provided in the contract.

BUSINESS DOWNTURN

Windstream and Customer hereby agree that the Customer may terminate or reduce services as part of this Agreement based upon the Customer suffering from a business downturn due to conditions out of their direct control, or if Customer chooses to close business operations entirely. Notice of this business downturn or closure shall be supplied to Windstream with the thirty days written notice as specified in the Agreement. Upon review and approval by Windstream, the Customer shall be subject to the termination charges as described below. This downturn provision is limited to the Customer Service location represented by the Proposal ID above.

Notwithstanding anything to the contrary in the Agreement, in the event Customer chooses to cancel service due to business downturn or closure, Customer may, upon thirty (30) days written notice to Windstream, terminate the Agreement without liability other than Services rendered through the effective termination date.

RATE INCREASES

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, that during the Minimum Term Commitment of the Agreement Windstream will not increase Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for the such services) by any amount above the amounts set forth in Customer's signed proposal executed contemporaneously with this Agreement. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes and other government-mandated charges.

ANNUAL RENEWAL OPTION

Windstream and Customer hereby agree that within thirty (30) days of the anniversary of the installation date of Services, Customer shall have the option of continuing or renewing Services, or Customer may, upon thirty (30) days written notice to Windstream, terminate the Agreement without liability other than Services rendered through the effective termination date.

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

Wetumka Public Schools

Windstream and its affiliates

By: _____
Name:
Title:

By: _____
Name:
Title:

Federal Excise Tax Exemption Certificate

Customer Name: BLACKWELL ISD 45

Address: 201 E BLACKWELL , , BLACKWELL, OK, 746310000

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: BLACKWELL ISD 45

Authorized Signature: _____

Title of Authorized Signer: _____

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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

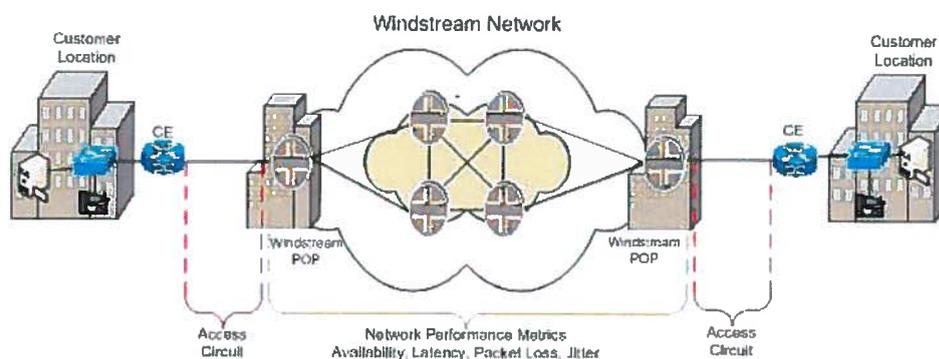
The Services covered under this SLA are Ethernet Internet (“EI”), Dedicated Internet (“DI”), and MPLS Networking Services. MPLS Networking Services (“MPLS Networking”) are IP Virtual Private Network (“IP VPN”), Virtual LAN Services (“VLS”), Dynamic IP, and Virtual PBX. Individually, the Services may 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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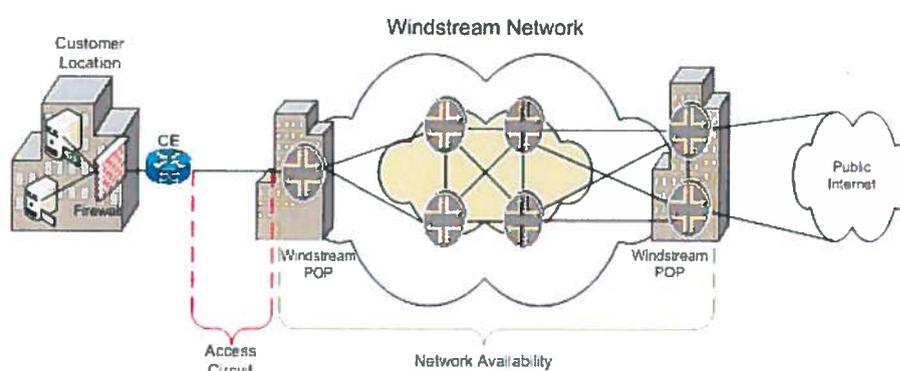
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1.2 Dedicated Internet / Ethernet Internet Access

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
>=4.32 minutes and <= 1hour	1/30th of the Monthly Recurring Charge
>1 hours and <= 2 hours	2/30th of the Monthly Recurring Charge
>2 hours and <= 3 hours	3/30th of the Monthly Recurring Charge
>3 hours and <= 4 hours	4/30th of the Monthly Recurring Charge
>4 hours and <= 5 hours	5/30th of the Monthly Recurring Charge
>5 hours and <= 6 hours	6/30th of the Monthly Recurring Charge
>6 hours and <= 7 hours	7/30th of the Monthly Recurring Charge
>7 hours and <= 8 hours	8/30th of the Monthly Recurring Charge
>8 hours and <= 9 hours	9/30th of the Monthly Recurring Charge
>9 hours and <= 10 hours	10/30th of the Monthly Recurring Charge
>10 hours and <= 11 hours	11/30th of the Monthly Recurring Charge
>11 hours and <= 12 hours	12/30th of the Monthly Recurring Charge
>12 hours and <= 13 hours	13/30th of the Monthly Recurring Charge
>13 hours and <= 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.

PRIVATE/PROPRIETARY

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



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: _____

PRIVATE/PROPRIETARY

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**Blackwell Public Schools: (Fiber Based)
 Internet w/NN66, 50M and 100M,
 W/Managed Routers
 E-Rate Discount: 85%**

E-rate	3 YearTerm		3 YearTerm		Installation
	50M	100M	50M	100M	
Windstream SPIN# 143030766					
Total Monthly Costs Pre E-Rate	\$4,317.99	\$4,774.72			
E-rate Discount	85%	85%			
Total after E-rate	\$647.70	\$716.21			
Out of pocket Before OUSF credits are Applied	\$647.70	\$716.21			
Initial Installation to include any Conduit Placement					
Installation fee is the same for any Bandwidth Chosen					\$2,000.00

Potential available OUSF Building Credits bases on the quantity of Buildings	
Total OUSF Funding with 1 Building Credit	\$500.00
Total OUSF Funding with 2 Building Credits	\$1,000.00
Total OUSF Funding with 3 Building Credits	\$1,500.00
Total OUSF Funding with 4 Building Credits	\$2,000.00
Total OUSF Funding with 5 Building Credits	\$2,500.00



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smart solutions. personalized service.

Ethernet Internet

Customer Information

Customer Name	BLACKWELL ISD 45	EAN	4459668
Install Street Address	201 E BLACKWELL ,	City, State, Zip	BLACKWELL, Oklahoma , 74631-0000
Main Telephone Number	(405)363-5513	Market	OKLAHOMA CITY
Contact Name	Monte Sill	Proposal ID	2294377
Account Representative	Steven Aragon	Proposal Type	New
Dealer Name		Term	3 Years

Bundled Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Bandwidth	50Mbps	--	--	--
Transport Ethernet	1	--	--	--
Total Services				\$4,299.04

Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
WIN Network Portal	1	1		\$0.00	\$0.00
Bandwidth Data Features					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Block of 8 IPs		1		\$8.00	\$8.00
Total Features					\$18.95

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

Total Solution	Total Price	Adjusted Price
Total Monthly Recurring Charges		\$4,317.99

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 \$3,670.29

Service Information

Unless an Upsell is specifically indicated above, if this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location. For Upsells, this Proposal only shows the additions or changes to Services provided at the applicable service location. In all instances, the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) ; however, for existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and

Service Information

unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

Authorized Windstream Representative Name	_____	
Authorized Windstream Representative Signature	_____	Date _____
Authorized Customer Name	_____	
Authorized Customer Signature	_____	Date _____



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smart solutions. personalized service.

Ethernet Internet

Customer Information

Customer Name	BLACKWELL ISD 45	EAN	4459668
Install Street Address	201 E BLACKWELL ,	City, State, Zip	BLACKWELL, Oklahoma , 74631-0000
Main Telephone Number	(405)363-5513	Market	OKLAHOMA CITY
Contact Name	Monte Sill	Proposal ID	2294378
Account Representative	Steven Aragon	Proposal Type	New
Dealer Name		Term	3 Years

Bundled Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Bandwidth	100Mbps	--	--	--
Transport Ethernet	1	--	--	--
Total Services				\$4,755.77

Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
WIN Network Portal	1	1		\$0.00	\$0.00
Bandwidth Data Features					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Block of 8 IPs		1		\$8.00	\$8.00
Total Features					\$18.95

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

Total Solution	Total Price	Adjusted Price
Total Monthly Recurring Charges		\$4,774.72

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 \$4,058.51

Service Information

Unless an Upsell is specifically indicated above, if this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location. For Upsells, this Proposal only shows the additions or changes to Services provided at the applicable service location. In all instances, the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) ; however, for existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

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Service Information

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Authorized Windstream Representative Name _____
Authorized Windstream Representative Signature _____ Date _____
Authorized Customer Name _____
Authorized Customer Signature _____ Date _____

Exhibit 7: 2014 Form 471

FCC Form 471

Approval by OMB
3060-0806

**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471**

Estimated Average Burden Hours per Response: 4 hours

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)

The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create an identifier for your own reference) Blackwell #2 Y17	Form 471 Application #: 976823 (To be assigned by administrator)
---	--

Block 1: Billed Entity Address and Identifications
<p>1 Name of Billed Entity BLACKWELL INDEP SCHOOL DIST 45</p> <p>2 Funding Year 2014</p> <p>3a Entity Number 140275</p> <p>3b FCC Registration Number 0011938743</p> <p>4a Street Address, P.O. Box, or Route Number 201 E BLACKWELL</p> <p>City BLACKWELL State OK Zip Code 74631-4300</p> <p>4b Telephone Number (580) 363-2570</p> <p>4c Fax Number (580) 363-5513</p> <p>5a Type of Application (check only one)</p> <p><input type="radio"/> Individual School (individual public or non-public school)</p> <p><input checked="" type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)</p> <p><input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)</p> <p><input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)</p> <p><input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply)</p> <p><input type="checkbox"/> All public schools/districts in the state</p> <p><input type="checkbox"/> All non-public schools in the state</p> <p><input type="checkbox"/> All libraries in the state</p> <p>5b Recipient(s) of Services:</p> <p><input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter</p> <p><input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency</p>

Entity Number: 140275	Applicant's Form Identifier: Blackwell #2 Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 1: Billed Entity Address and Identifications (continued)
<p>6a Contact Person's Name Karla Hall or Chris Webber</p> <p>If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.</p> <p>6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713</p> <p>City Tulsa State OK Zip Code 74170-1713</p> <p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p> <p><input type="checkbox"/> 6c Telephone Number (918) 445 - 0048</p> <p><input type="checkbox"/> 6d Fax Number (918) 445 - 0049</p> <p><input checked="" type="checkbox"/> 6e E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM</p> <p>6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address</p> <p>If a consultant is assisting you with your application process, please complete Item 6g below:</p> <p>6g Consultant Name Karla Hall Name of Consultant's Employer CRW Consulting Consultant's Street Address CRW Consulting PO Box 701713 City Tulsa State OK Zip Code 74170 Consultant's Telephone Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com Consultant Registration Number 16024800</p>
Blocks 2 and 3 [Reserved]

Entity Number: 140275										Applicant's Form Identifier: Blackwell #2 Y17					
Contact Person: Karla Hall or Chris Webber										Contact Phone Number: (918) 445-0048					
Block 4: Discount Calculation Worksheet										Worksheet - 1696126 Page 1 of 1					
<p>The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.</p> <p><input type="checkbox"/> Check here if this worksheet contains all eligible entities in the school district or library system.</p>															
9a List entities and calculate discount(s):										(For Administrator's Use)					
School District or Library System Name:										School District or Library System Entity Number:					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount	
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia		
BLACKWELL MIDDLE SCHOOL	85073 40 04630 00152	R	318	237	74.528%	90	N	N	N	28620					
HUSTON CENTER SCHOOL	85074 40 04630 00153	R	136	117	86.029%	90	N	N	N	12240	P				
BLACKWELL ADMINISTRATIVE BUILDING	16058389	R	0	0	0.000%	85	N	N	N	0					
BLACKWELL ELEMENTARY SCHOOL	16044381	R	483	379	78.468%	90	N	N	N	43470					
BLACKWELL HIGH SCHOOL	85075 40 04630 00151	R	353	210	59.490%	80	N	N	N	28240					
9b Shared Services															
SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.			1290							112570				87%	
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.															
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.															

Entity Number: 140275		Applicant's Form Identifier: Blackwell #2 Y17																																																																												
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048																																																																												
Block 5: Discount Funding Request(s)		Block 5, page 1 of 6																																																																												
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		FRN 2660196 (to be assigned by administrator)																																																																												
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:																																																																														
11 Category of Service (only ONE category should be checked)		23 Calculations																																																																												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service </td> <td style="width:50%;"> PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance </td> </tr> <tr> <td> <input type="checkbox"/> Internet Access </td> <td> <input type="checkbox"/> Basic Maintenance of Internal Connections </td> </tr> </table>		PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service	PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance	<input type="checkbox"/> Internet Access	<input type="checkbox"/> Basic Maintenance of Internal Connections	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width:5%; text-align:center; vertical-align:middle;">Recurring Charges</td> <td style="width:5%;">A.</td> <td colspan="2">Monthly charges (total amount per month for service)</td> </tr> <tr> <td></td> <td style="text-align:right;">\$1,449.94</td> <td></td> </tr> <tr> <td>B.</td> <td colspan="2">How much of the amount in A is ineligible?</td> </tr> <tr> <td></td> <td style="text-align:right;">\$0.00</td> <td></td> </tr> <tr> <td>C.</td> <td colspan="2">Eligible monthly pre-discount amount (A minus B)</td> </tr> <tr> <td></td> <td style="text-align:right;">\$1,449.94</td> <td></td> </tr> <tr> <td></td> <td>D.</td> <td colspan="2">Number of months service provided in funding year</td> </tr> <tr> <td></td> <td style="text-align:center;">12</td> <td></td> </tr> <tr> <td></td> <td>E.</td> <td colspan="2">Annual pre-discount amount for eligible recurring charges (C x D)</td> </tr> <tr> <td></td> <td style="text-align:right;">\$17,399.28</td> <td></td> </tr> <tr> <td rowspan="3" style="text-align:center; vertical-align:middle;">Non-Recurring Charges</td> <td>F.</td> <td colspan="2">Annual non-recurring charges</td> </tr> <tr> <td></td> <td style="text-align:right;">\$0.00</td> <td></td> </tr> <tr> <td>G.</td> <td colspan="2">How much of the amount in F is ineligible?</td> </tr> <tr> <td></td> <td style="text-align:right;">\$0.00</td> <td></td> </tr> <tr> <td></td> <td>H.</td> <td colspan="2">Annual eligible pre-discount amount for non-recurring charges (F minus G)</td> </tr> <tr> <td></td> <td style="text-align:right;">\$0.00</td> <td></td> </tr> <tr> <td rowspan="3" style="text-align:center; vertical-align:middle;">Total Charges</td> <td>I.</td> <td colspan="2">Total funding year pre-discount amount (E + H)</td> </tr> <tr> <td></td> <td style="text-align:right;">\$17,399.28</td> <td></td> </tr> <tr> <td>J.</td> <td>Discount from Block 4 Worksheet</td> <td style="text-align:right;">87.00</td> </tr> <tr> <td></td> <td>K.</td> <td colspan="2">Funding Commitment Request (I x J)</td> </tr> <tr> <td></td> <td></td> <td style="text-align:right;">\$15,137.37</td> <td></td> </tr> </table>		Recurring Charges	A.	Monthly charges (total amount per month for service)			\$1,449.94		B.	How much of the amount in A is ineligible?			\$0.00		C.	Eligible monthly pre-discount amount (A minus B)			\$1,449.94			D.	Number of months service provided in funding year			12			E.	Annual pre-discount amount for eligible recurring charges (C x D)			\$17,399.28		Non-Recurring Charges	F.	Annual non-recurring charges			\$0.00		G.	How much of the amount in F is ineligible?			\$0.00			H.	Annual eligible pre-discount amount for non-recurring charges (F minus G)			\$0.00		Total Charges	I.	Total funding year pre-discount amount (E + H)			\$17,399.28		J.	Discount from Block 4 Worksheet	87.00		K.	Funding Commitment Request (I x J)				\$15,137.37	
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13 SPIN – Service Provider Identification Number 143004662																																																																														
14 Service Provider Name Southwestern Bell Telephone Company																																																																														
15a <input checked="" type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																																																																														
15b Contract Number MTM																																																																														
15c <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).																																																																														
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Entity Number: 140275	Applicant's Form Identifier: Blackwell #2 Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps

b If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? ___%
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c For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? Yes No
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Block 5 (Continued):

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	5	1000

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Entity Number: 140275	Applicant's Form Identifier: Blackwell #2 Y17
Contact Person: Karla Hall or Chris Webber	Contact Phone Number: (918) 445-0048

Block 5 (Continued):

24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Cellular Wireless	4	1

b If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? <u>100</u> %
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c For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? Yes No
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Entity Number: 140275	Applicant's Form Identifier: Blackwell #2 Y17
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Block 5 (Continued):

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	1	50

b If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

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1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? ___%
2.	If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? ___%

c For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? Yes No
 If no above, are these connections only for backbone connections? Yes No

Entity Number: 140275		Applicant's Form Identifier: Blackwell #2 Y17	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
Block 6: Certifications and Signature			
<p>25 <input checked="" type="checkbox"/> I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)</p> <p>a <input checked="" type="checkbox"/> 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; and/or</p> <p>b <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.</p> <p>26 <input checked="" type="checkbox"/> 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).</p>			
a	Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23I on all Block 5 Discount Funding Requests.)	266222.64	
b	Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	231613.7	
c	Total applicant non-discount share (Subtract Item 26b from Item 26a.)	34608.94	
d	Total budgeted amount allocated to resources not eligible for E-rate support	133000	
e	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 26c and 26d.)	167608.94	
f	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 26e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 26e.		
<p>27 <input type="checkbox"/> I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.</p> <p>Or <input checked="" type="checkbox"/> I certify that no technology plan is required by Commission rules.</p> <p>28 <input checked="" type="checkbox"/> I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP 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 plan goals.</p> <p>29 <input checked="" type="checkbox"/> 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.</p> <p>30 <input checked="" type="checkbox"/> I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes 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. §§ 54.500, 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, 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.</p> <p>31 <input checked="" type="checkbox"/> I certify that I and the entity(ies) I represent have complied with all program rules, including recordkeeping requirements, 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 covering all of the services listed on this 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.</p>			

Entity Number: 140275		Applicant's Form Identifier: Blackwell #2 Y17	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
Block 6: Certification and Signature (Continued)			
<p>32 <input checked="" type="checkbox"/> 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.</p> <p>33 <input checked="" type="checkbox"/> I certify that I will retain required documents for a period of at least five years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. 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 the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.</p> <p>34 <input checked="" type="checkbox"/> 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.</p> <p>35 <input checked="" type="checkbox"/> 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.</p> <p>36 <input checked="" type="checkbox"/> I certify that if any of the Funding Requests on this 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(g)(1), (2).</p> <p>37 <input checked="" type="checkbox"/> I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).</p> <p>38 <input checked="" type="checkbox"/> I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.</p>			
39 Signature of authorized person <input checked="" type="checkbox"/>		40 Date 03/21/2014	
<p>41 Printed name of authorized person Chris Webber</p> <p>42 Title or position of authorized person Consultant</p> <p><input type="checkbox"/> Check here if the consultant in Item 6g is the Authorized Person.</p> <p>43a Street Address, P.O. Box, or Route Number PO Box 701713</p> <p>City Tulsa State OK Zip Code 74170-1713</p>			

Entity Number: 140275		Applicant's Form Identifier: Blackwell #2 Y17	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
43b	Telephone Number of authorized Person	(918) 445-0048	Ext.
43c	Fax Number of Authorized Person	(918) 445-0049	
43d	E-mail Address of authorized Person	info@crwconsulting.com	
	Re-enter E-mail Address	info@crwconsulting.com	
43e	Name of Authorized Person's Employer	CRW Consulting	

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 file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). 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 competitive bidding requirement contained in 47C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts 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 this application 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 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 may delay processing of your application 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 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.

Please submit this form to:
SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:
SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100

FCC Form 471 - December 2013

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Previous

Exhibit 8: 2015 Form 471

Applicant: BLACKWELL INDEP SCHOOL DIST 45 **Application Number:** 1019919
Billed Entity Number: 140275 **Nickname:** Blackwell Y18
Date Submitted: Mar 12, 2015 **Date Certified:** Mar 12, 2015

Original Form Data

Current Form Data

Current form data is not available until a funding commitment decision has been made and an FCDL has been sent to the applicant.

Basic Information

Expand All

Collapse All

Scroll to Top

Billed Entity

Name of Billed Entity: BLACKWELL INDEP SCHOOL DIST 45
Billed Entity Number: 140275
FCC Registration Number: 0011938743
Address 1: 201 E BLACKWELL
City: BLACKWELL **State:** OK **Zip Code:** 74631 - 4300
Telephone Number: (580) 363-2570 **Ext:** None Provided
Fax Number: (580) 363-5513

Application Type and Recipients of Service

Type of Application: District
Recipients of Services: Public

Contact Information

Consultant Registration Number: 16024800
Consultant Name: Chris Webber
Is a consultant acting as the contact person for this application? no
Contact Person's Name: Karla Hall or Chris Webber
Contact Person's Email Address: info@crwconsulting.com
Is the contact person's address the same as that of the Billed Entity? no
Contact Person's Address: PO Box 701713
City: Tulsa **State:** OK **Zip Code:** 74170
Contact Person's Telephone Number: (918) 445-0048 **Ext:** None Provided
Contact Person's Fax Number: (918) 445-0049
Correspondence Address: Consultant Address
Name of person to receive correspondence: Karla Hall or Chris Webber
Holiday / Summer Contact Information:

Discount Calculation

Expand All

Collapse All

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Funding Request Category: Category 1

BLACKWELL INDEP SCHOOL DIST 45 - 140275

Entities

Billed Entity Number	Entity Name	NCES Code	Urban or Rural	NIF	State LEA ID	State School ID	# of Students Full or Part-Time	Student Count Based on Est. ?	Alt. Disc.	Attributes
85075	BLACKWELL HIGH SCHOOL	400463000151	R	no	361045	705	359			
85073	BLACKWELL MIDDLE SCHOOL	400463000152	R	no	361045	505	309			
16044381	BLACKWELL ELEMENTARY SCHOOL		R	no	361045	125	585	no		Pre K
16058389	BLACKWELL ADMINISTRATIVE BUILDING			yes	361045					

Entities

Optional Worksheet

Entity #	Entity Name	Number of Students Attending This School as Their Home School	If Using CEP, Percentage of Direct Certification Students	Total Number of Students in School Eligible for NSLP
85075	BLACKWELL HIGH SCHOOL	368		208
85073	BLACKWELL MIDDLE SCHOOL	309		216
16044381	BLACKWELL ELEMENTARY SCHOOL	585		453
16058389	BLACKWELL ADMINISTRATIVE BUILDING			

[Optional Worksheet](#)

Discount Rate Calculation

Total Number of Students Enrolled in District	Total Number of Students in District Eligible for NSLP	Percentage of Students in District Eligible for NSLP	Category 1 Discount Rate
1262	877	69.49%	80%

[BLACKWELL INDEP SCHOOL DIST 45 - 140275](#)

[Connectivity Questions](#)

Does the school district (or school, if not part of a district) have Internet access of

- less than 100 Mbps per 1,000 users (students and staff) true
- at least 100 Mbps per 1,000 users but less than 1Gbps per 1,000 users
- at least 1 Gbps per 1,000 users

How many of the schools in the school district have Wide Area Networking connections that are scalable to 10 Gbps? 0

- How many schools in your school district have LAN/WLAN capacity and coverage
- completely sufficient to support the educational or library activities conducted here? 4
 - mostly sufficient to support the educational or library activities conducted here? 0
 - sometimes sufficient to support the educational or library activities conducted here? 0
 - rarely sufficient to support the educational or library activities conducted here? 0
 - not sufficient to support the educational or library activities conducted here? 0

[Funding Requests](#)

[Expand All](#) [Collapse All](#) [Scroll to Top](#)

[WAN - 2767630](#)

[Key Information](#)

Duplicate Funding Request Number:
Service Type: TELCOMM SERVICES
Form470 Number: 846320001048286
Exempt470 Reason:

Does your contract have any voluntary extensions? no
How many extensions are left on the contract?
What is the total remaining length of the contract if you exercised all extensions (in months)?

SPIN (Service Provider Identification Number):
143004662
SPIN Name: Southwestern Bell Telephone Company
Billing Account Number:
Purchase Type: CONTRACT
Contract Number:
What is the date you awarded your contract? 01/14/2013
What is the date your contract expires? 06/30/2016
When will the services start? 07/01/2015
When will the services end?

Is this Funding Request covered under a master contract? no
Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract? yes
Previous FRN Number: 2660207
Narrative:
WAN 5 x 1 GB
Is there a statute, rule, or other restriction which prohibits publication of the pricing information? no
Type of restriction:
Restriction Citation:

Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Burst Bandwidth?	Last Mile?	Firewall?	Monthly Cost Eligible	One Time Cost Eligible	Extend Cost
					Download Speed	Burst Speed		WAN?	Ineligible	Ineligible	
1	Digital Transmission Service	Lit Fiber Service	Transport	5	1Gbps		no	no	\$11,500.00	\$0.00	\$138,000.00
					1Gbps			no	\$0.00	\$0.00	

Entity #	Entity Name
85073	BLACKWELL MIDDLE SCHOOL
85075	BLACKWELL HIGH SCHOOL
16044381	BLACKWELL ELEMENTARY SCHOOL
16058389	BLACKWELL ADMINISTRATIVE BUILDING

Item 21 Details

Funding Request Summary

Total Post Discount Request: \$110,400.00

Monthly Charges

Total Charges:	\$11,500.00 (monthly)
Ineligible charges:	- \$0.00 (monthly)
Eligible monthly pre-discount amount:	\$11,500.00
Total number of months of service:	x 12
Total annual recurring charges:	\$138,000.00

Total One-time Charges

Total Charges:	\$0.00
Ineligible charges:	- \$0.00
Eligible annual pre-discount amount:	\$0.00

Total Requested Amount

Total eligible charges:	\$138,000.00
Discount Rate:	x 80%
Funding Commitment Request:	\$110,400.00

WAN - 2767630

Cellular - 2767639

Key Information

<p>Duplicate Funding Request Number:</p> <p>Service Type: VOICE SERVICES</p> <p>Form470 Number: 661020001247276</p> <p>Exempt470 Reason:</p> <p>SPIN (Service Provider Identification Number): 143025240</p> <p>SPIN Name: AT&T Mobility</p> <p>Billing Account Number:</p> <p>Purchase Type: MONTHLY</p> <p>Contract Number:</p> <p>What is the date you awarded your contract?</p> <p>What is the date your contract expires?</p> <p>When will the services start? 07/01/2015</p> <p>When will the services end? 06/30/2016</p>	<p>Does your contract have any voluntary extensions? no</p> <p>How many extensions are left on the contract?</p> <p>What is the total remaining length of the contract if you exercised all extensions (in months)?</p> <p>Is this Funding Request covered under a master contract?</p> <p>Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract?</p> <p>Previous FRN Number:</p> <p>Narrative: Voice only, no data or text charges</p> <p>Is there a statute, rule, or other restriction which prohibits publication of the pricing information? no</p> <p>Type of restriction:</p> <p>Restriction Citation:</p>
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Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Download Speed	Burst Bandwidth? Burst Speed	Last Mile?	Firewall? WAN?	Monthly Cost Eligible	Monthly Cost Ineligible	One Time Cost Eligible	One Time Cost Ineligible	Extended Cost
1	Voice Service	Cellular Voice Service	Voice	6				no	no	\$222.80	\$0.00	\$0.00	\$0.00	\$2,673.60

Entity #	Entity Name
85073	BLACKWELL MIDDLE SCHOOL
85075	BLACKWELL HIGH SCHOOL
16044381	BLACKWELL ELEMENTARY SCHOOL
16058389	BLACKWELL ADMINISTRATIVE BUILDING

Item 21 Details

Funding Request Summary

Total Post Discount Request: \$1,604.16

Monthly Charges

Total Charges:	\$222.80 (monthly)
Ineligible charges:	- \$0.00 (monthly)
Eligible monthly pre-discount amount:	\$222.80
Total number of months of service:	x 12
Total annual recurring charges:	\$2,673.60

Total One-time Charges

Total Charges:	\$0.00
Ineligible charges:	- \$0.00
Eligible annual pre-discount amount:	\$0.00

Total Requested Amount

Total eligible charges:	\$2,673.60
Discount Rate:	x 60%
Funding Commitment Request:	\$1,604.16

Cellular - 2767639

Local Phone - 2767622

Key Information

Duplicate Funding Request Number:	Does your contract have any voluntary extensions? no
Service Type: VOICE SERVICES	How many extensions are left on the contract?
Form470 Number: 661020001247276	What is the total remaining length of the contract if you exercised all extensions (in months)?
Exempt470 Reason:	Is this Funding Request covered under a master contract?
SPIN (Service Provider Identification Number): 143004662	Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract?
SPIN Name: Southwestern Bell Telephone Company	Previous FRN Number:
Billing Account Number:	Narrative: Local Phone
Purchase Type: MONTHLY	Is there a statute, rule, or other restriction which prohibits publication of the pricing information? no
Contract Number:	Type of restriction:
What is the date you awarded your contract?	Restriction Citation:
What is the date your contract expires?	
When will the services start? 07/01/2015	
When will the services end? 06/30/2016	

Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Download Speed	Burst Bandwidth? Burst Speed	Last Mile?	Firewall? WAN?	Monthly Cost Eligible Ineligible	One Time Cost Eligible Ineligible	Extended Cost
	Voice	Local Phone							no	\$1,449.94	\$0.00	

1	Service	Service Only	Voice	39			no	no	\$0.00	\$0.00	\$17,399.28
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Entity #	Entity Name
85073	BLACKWELL MIDDLE SCHOOL
85075	BLACKWELL HIGH SCHOOL
16044381	BLACKWELL ELEMENTARY SCHOOL
16058389	BLACKWELL ADMINISTRATIVE BUILDING

Item 21 Details

Funding Request Summary

Total Post Discount Request: \$10,439.57

Monthly Charges

Total Charges:	\$1,449.94 (monthly)
Ineligible charges:	- \$0.00 (monthly)
Eligible monthly pre-discount amount:	\$1,449.94
Total number of months of service:	x 12
Total annual recurring charges:	\$17,399.28

Total One-time Charges

Total Charges:	\$0.00
Ineligible charges:	- \$0.00
Eligible annual pre-discount amount:	\$0.00

Total Requested Amount

Total eligible charges:	\$17,399.28
Discount Rate:	x 60%
Funding Commitment Request:	\$10,439.57

Local Phone - 2767622

Internet - 2767644

Key Information

Duplicate Funding Request Number:	Does your contract have any voluntary extensions? no
Service Type: INTERNET ACCESS	How many extensions are left on the contract?
Form470 Number: 658070001147211	What is the total remaining length of the contract if you exercised all extensions (in months)?
Exempt470 Reason:	

SPIN (Service Provider Identification Number):
143035519

SPIN Name: Meet Point Networks LLC

Billing Account Number:

Purchase Type: CONTRACT

Contract Number:

What is the date you awarded your contract? 10/10/2013

What is the date your contract expires? 06/30/2019

When will the services start? 07/01/2015

When will the services end?

Is this Funding Request covered under a master contract? no

Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract? yes

Previous FRN Number: 2660232

Narrative:
IA 50 Mb

Is there a statute, rule, or other restriction which prohibits publication of the pricing information? no

Type of restriction:

Restriction Citation:

Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Download Speed	Burst Bandwidth? Burst Speed	Last Mile?	Firewall? WAN?	Monthly Cost Eligible Ineligible	One Time Cost Eligible Ineligible	Extended Cost
1	Digital Transmission Service	OC-N	Internet	1	50Mbps	50Mbps		no	no no	\$8,352.50 \$0.00	\$0.00 \$0.00	\$100,230

Entity #	Entity Name
85073	BLACKWELL MIDDLE SCHOOL
85075	BLACKWELL HIGH SCHOOL
16044381	BLACKWELL ELEMENTARY SCHOOL
16058389	BLACKWELL ADMINISTRATIVE BUILDING

Item 21 Details

Funding Request Summary

Total Post Discount Request: \$80,184.00

Monthly Charges

Total Charges:	\$8,352.50 (monthly)
Ineligible charges:	- \$0.00 (monthly)
Eligible monthly pre-discount amount:	\$8,352.50
Total number of months of service:	x 12
Total annual recurring charges:	\$100,230.00

Total One-time Charges

Total Charges:	\$0.00
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Ineligible charges:	- \$0.00
Eligible annual pre-discount amount:	\$0.00

Total Requested Amount

Total eligible charges:	\$100,230.00
Discount Rate:	x 80%
Funding Commitment Request:	\$80,184.00

Internet - 2767644

Long Distance - 2767627

Key Information

<p>Duplicate Funding Request Number:</p> <p>Service Type: VOICE SERVICES</p> <p>Form470 Number: 661020001247276</p> <p>Exempt470 Reason:</p> <p>SPIN (Service Provider Identification Number): 143001197</p> <p>SPIN Name: Verizon Business Global LLC</p> <p>Billing Account Number:</p> <p>Purchase Type: MONTHLY</p> <p>Contract Number:</p> <p>What is the date you awarded your contract?</p> <p>What is the date your contract expires?</p> <p>When will the services start? 07/01/2015</p> <p>When will the services end? 06/30/2016</p>	<p>Does your contract have any voluntary extensions? no</p> <p>How many extensions are left on the contract?</p> <p>What is the total remaining length of the contract if you exercised all extensions (in months)?</p> <p>Is this Funding Request covered under a master contract?</p> <p>Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract?</p> <p>Previous FRN Number:</p> <p>Narrative: Long Distance</p> <p>Is there a statute, rule, or other restriction which prohibits publication of the pricing information? no</p> <p>Type of restriction:</p> <p>Restriction Citation:</p>
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Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Download Speed	Burst Bandwidth? Burst Speed	Last Mile?	Firewall? WAN?	Monthly Cost Eligible Ineligible	One Time Cost Eligible Ineligible	Extended Cost
1	Voice Service	Long Distance Phone Service Only	Voice	39				no	no	\$194.41 \$0.00	\$0.00 \$0.00	\$2,332.92

Entity #	Entity Name
85073	BLACKWELL MIDDLE SCHOOL
85075	BLACKWELL HIGH SCHOOL
16044381	BLACKWELL ELEMENTARY SCHOOL
16058389	BLACKWELL ADMINISTRATIVE BUILDING

Item 21 Details

☰ Funding Request Summary

Total Post Discount Request: \$1,399.75

Monthly Charges

Total Charges:	\$194.41 (monthly)
Ineligible charges:	- \$0.00 (monthly)
Eligible monthly pre-discount amount:	\$194.41
Total number of months of service:	x 12
Total annual recurring charges:	\$2,332.92

Total One-time Charges

Total Charges:	\$0.00
Ineligible charges:	- \$0.00
Eligible annual pre-discount amount:	\$0.00

Total Requested Amount

Total eligible charges:	\$2,332.92
Discount Rate:	x 60%
Funding Commitment Request:	\$1,399.75

☰ Long Distance - 2767627

☰ Internet - 2767653

☰ Key Information

Duplicate Funding Request Number:
Service Type: INTERNET ACCESS
Form470 Number: 584060001280143
Exempt470 Reason:
SPIN (Service Provider Identification Number):
 143015254
SPIN Name: OneNet (Oklahoma State Regents)
Billing Account Number:
Purchase Type: MONTHLY
Contract Number:
What is the date you awarded your contract?
What is the date your contract expires?
When will the services start? 07/01/2015
When will the services end? 06/30/2016

Does your contract have any voluntary extensions? no
How many extensions are left on the contract?
What is the total remaining length of the contract if you exercised all extensions (in months)?
Is this Funding Request covered under a master contract?
Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract?
Previous FRN Number:
Narrative:
 Internet Access, 150 MB bandwidth including a leased Juniper SRX200 router for \$89/mo: 1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? Yes ___ No 2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? Yes ___ No 3. Does responsibility for maintaining the equipment rest with the service provider? Yes ___ No 4. Will ownership of the equipment

transfer to the school or library in the future? ___Yes ___x___
 No 5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? ___Yes ___x___
 No a. If Yes, do you intend to exercise this option? ___Yes ___
 ___ No 6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? ___Yes ___x___ No 7. Will the schools or librarys internal communication systems (e.g. LAN, video, phone, or other communication system) continue to work if the component is disconnected? ___x___Yes ___ No 8. Are there any contractual, technical, or other limitations that would prevent the service provider from using its network equipment, in part, for other customers? ___Yes ___x___ No

Is there a statute, rule, or other restriction which prohibits publication of the pricing information? no

Type of restriction:

Restriction Citation:

Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Download Speed	Burst Bandwidth? Burst Speed	Last Mile?	Firewall? WAN?	Monthly Cost Eligible	Ineligible	One Time Cost Eligible	Ineligible	Extended Cost
1	Digital Transmission Service	OC-N	Internet	1	150Mbps	150Mbps		no	no	\$1,432.00	\$0.00	\$0.00	\$0.00	\$17,184.00

Entity #	Entity Name
85073	BLACKWELL MIDDLE SCHOOL
85075	BLACKWELL HIGH SCHOOL
16044381	BLACKWELL ELEMENTARY SCHOOL
16058389	BLACKWELL ADMINISTRATIVE BUILDING

Item 21 Details

Funding Request Summary

Total Post Discount Request: \$13,747.20

Monthly Charges

Total Charges:	\$1,432.00 (monthly)
Ineligible charges:	- \$0.00 (monthly)
Eligible monthly pre-discount amount:	\$1,432.00
Total number of months of service:	x 12
Total annual recurring charges:	\$17,184.00

Total One-time Charges

Total Charges:	\$0.00
-----------------------	--------

Ineligible charges:	- \$0.00
Eligible annual pre-discount amount:	\$0.00

Total Requested Amount

Total eligible charges:	\$17,184.00
Discount Rate:	x 80%
Funding Commitment Request:	\$13,747.20

Internet - 2767653

Certifications & Signatures

Expand All

Collapse All

Scroll to Top

I certify that the entities listed in Block 4 of 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; and/or

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).

A	Total funding year pre-discount amount on this FCC Form 471	\$277,819.80
B	Total funding commitment request amount on this FCC Form 471	\$217,774.68
C	Total applicant non-discount share	\$60,045.12
D	Total budgeted amount allocated to resources not eligible for E-rate support	\$133,000.00
E	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resource necessary to make effective use of the discounts	\$193,045.12

Check this box if you are receiving any of the funds in Item E directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year, or if 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 in Item E.

I certify that 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. §§ 54.500, 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, 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, including recordkeeping requirements, 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 last day of service delivered. 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 the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

✓ 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(g)(1), (2).

✓ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this FCC Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

Authorized Person

Name of authorized person: Chris Webber

Title or position of authorized person: Consultant

Street address, P.O. Box or Route Number of authorized person (1): PO Box 701713

Street address, P.O. Box or Route Number of authorized person (2):

City of authorized person: Tulsa

State: OK

Zip code of authorized person: 74170

Telephone number: (918) 445-0048

Ext.:

Fax number of authorized person: (918) 445-0049

Email address of authorized person: info@crwconsulting.com

Name of authorized person's employer: CRW Consulting

Back

Exhibit 9: FCDL



Universal Service Administrative Company

Schools and Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2015: 07/01/2015 - 06/30/2016)

April 21, 2016

Karla Hall or Chris Webber
BLACKWELL INDEP SCHOOL DIST 45
CRW Consulting
PO Box 701713
Tulsa, OK 74170

Re: **FCC Form 471 Application Number: 1019919**
Billed Entity Number (BEN): 140275
Billed Entity FCC Registration Number (FCC RN): 0011938743
Nickname: Blackwell Y18

Thank you for your Funding Year 2015 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the FCC Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$136,445.08 is "Approved."
- The amount, \$80,184.00 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation and Children's Internet Protection Act and Technology Plan Certification Form. A guide that provides a definition for each line of the Report is available in the Guide to USAC Letter Reports in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review Children's Internet Protection Act (CIPA) requirements.
- File FCC Form 486.
- Invoice USAC using the FCC Form 474, Service Provider Invoice (SPI) Form, or FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, as products and services are being delivered and billed.

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., FCDL) and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - FCC Form 471 Application Number 1019919 and the Funding Request Number (FRN) or Numbers as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2015," AND

Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sl

- The exact text or the decision that you are appealing.
- 3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
- 4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
- 5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, please see "Appeals" in the Schools and Libraries section of the USAC website.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to Disposal or Trade-in of Equipment posted in the Reference Area of our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT
Billed Entity Name: BLACKWELL INDEP SCHOOL DIST 45
BEN: 140275
Funding Year: 2015

Comment on RAL corrections:
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1019919
Funding Request Number: 2767622
Funding Status: Funded
Service Type: Voice Services
FCC Form 470 Application Number: 661020001247276
SPIN: 143004662
Service Provider Name: Southwestern Bell Telephone Company
Contract Number: MTM
Billing Account Number: N/A
Service Start Date: 07/01/2015
Service End Date: 06/30/2016
Contract Award Date: N/A
Contract Expiration Date: N/A
Shared Worksheet Number:
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$17,399.28
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$17,399.28
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$10,439.57 - ERN approved as submitted

FCDL Date: 04/21/2016
Wave Number: 046
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Chris Webber
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: BLACKWELL INDEP SCHOOL DIST 45
BEN: 140275
Funding Year: 2015

Comment on RAL corrections:
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1019919
Funding Request Number: 2767627
Funding Status: Funded
Service Type: Voice Services
FCC Form 470 Application Number: 661020001247276
SPIN: 143001197
Service Provider Name: Verizon Business Global LLC
Contract Number: MTM
Billing Account Number: N/A
Service Start Date: 07/01/2015
Service End Date: 06/30/2016
Contract Award Date: N/A
Contract Expiration Date: N/A
Shared Worksheet Number:
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,332.92
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,332.92
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$1,399.75 - FRN approved as submitted

FCDL Date: 04/21/2016
Wave Number: 046
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Chris Webber
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: BLACKWELL INDEP SCHOOL DIST 45
BEN: 140275
Funding Year: 2015

Comment on RAL corrections:
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1019919
Funding Request Number: 2767630
Funding Status: Funded
Service Type: Telecommunications Service
FCC Form 470 Application Number: 846320001048286
SPIN: 143004662
Service Provider Name: Southwestern Bell Telephone Company
Contract Number:
Billing Account Number: N/A
Service Start Date: 07/01/2015
Service End Date: N/A
Contract Award Date: 01/14/2013
Contract Expiration Date: 06/30/2016
Shared Worksheet Number:
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$138,000.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$138,000.00
Discount Percentage Approved by the USAC: 80%
Funding Commitment Decision: \$110,400.00 - FRN approved as submitted

FCDL Date: 04/21/2016
Wave Number: 046
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Chris Webber
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: BLACKWELL INDEP SCHOOL DIST 45
BEN: 140275
Funding Year: 2015

Comment on RAL corrections:
The applicant did not submit any RAL corrections.

ECC Form 471 Application Number: 1019919
Funding Request Number: 2767639
Funding Status: Funded
Service Type: Voice Services
ECC Form 470 Application Number: 661020001247276
SPIN: 143025240
Service Provider Name: AT&T Mobility
Contract Number: MTM
Billing Account Number: N/A
Service Start Date: 07/01/2015
Service End Date: 06/30/2016
Contract Award Date: N/A
Contract Expiration Date: N/A
Shared Worksheet Number:
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,673.60
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,673.60
Discount Percentage Approved by the USAC: 60%
Funding Commitment Decision: \$1,604.16 - FRN approved as submitted

ECDL Date: 04/21/2016
Wave Number: 046
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Chris Webber
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: BLACKWELL INDEP SCHOOL DIST 45
BEN: 140275
Funding Year: 2015

Comment on RAL corrections:
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1019919
Funding Request Number: 2767644
Funding Status: Not Funded
Service Type: Internet Access
FCC Form 470 Application Number: 658070001147211
SPIN: 143035519
Service Provider Name: Meet Point Networks LLC
Contract Number:
Billing Account Number: N/A
Service Start Date: 07/01/2015
Service End Date: N/A
Contract Award Date: 12/10/2013
Contract Expiration Date: 07/31/2015
Shared Worksheet Number:
Number of Months Recurring Service Provided in Funding Year: 1
Annual Pre-discount Amount for Eligible Recurring Charges: \$8,352.50
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$100,230.00

Discount Percentage Approved by the USAC: 80%
Funding Commitment Decision: \$0.00 - Bidding Violation
Funding Commitment Decision Explanation: MRI: The CAD was changed to 12/10/2013 and CED was changed to 7/31/2015 to agree with documentation provided. <><><><><> DR1: Based on documentation provided, the FRN 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. The FCC 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 posted requests for minimum 50 MBPS, considering increasing up to 100 MBPS on FCC Form 470# 658070001147211 and the associated REP. You received a bid from ATT offering these specific services at an amount of \$1,375.20 per month for 50 MBPS, a bid from Meetpoint offering these specific services at an amount of \$8,352.50 monthly for 50 MPBS, a bid from OneNet offering these specific services at an amount of \$1,439 monthly for 50 MBP and a bid from Windstream offering these specific services at an amount of \$4,317.99. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$8,472.50 monthly. The bid chosen is over three times more costly than the bid offering from ATT and OneNet. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. You did not present extenuating circumstances which mitigates your bid choice.

FCDL Date: 04/21/2016
Wave Number: 046
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Chris Webber
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT
Billed Entity Name: BLACKWELL INDEP SCHOOL DIST 45
BEN: 140275
Funding Year: 2015

Comment on RAL corrections:
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1019919
Funding Request Number: 2767653
Funding Status: Funded
Service Type: Internet Access
FCC Form 470 Application Number: 584060001280143
SPIN: 143015254
Service Provider Name: OneNet (Oklahoma State Regents)
Contract Number: MTM
Billing Account Number: N/A
Service Start Date: 08/01/2015
Service End Date: 06/30/2016
Contract Award Date: N/A
Contract Expiration Date: N/A
Shared Worksheet Number:
Number of Months Recurring Service Provided in Funding Year: 11
Annual Pre-discount Amount for Eligible Recurring Charges: \$15,752.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$15,752.00
Discount Percentage Approved by the USAC: 80%
Funding Commitment Decision: \$12,601.60 - FRN approved; modified by SLD
Funding Commitment Decision Explanation: The Service Start date was changed from
07/01/2015 to 08/01/2015 to agree with the documentation provided during the review
of the FCC Form 471.

FCDL Date: 04/21/2016
Wave Number: 046
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017
Consultant Name: Chris Webber
Consultant Registration Number (CRN): 16024800
Consultant Employer: CRW Consulting

Exhibit 10: 2014 Notification of Commitment Adjustment Letter



Notification of Commitment Adjustment Letter

Funding Year 2014: July 1, 2014 - June 30, 2015

May 20, 2016

**Karla Hall or Chris Webber
BLACKWELL INDEP SCHOOL DIST 45
PO Box 701713
Tulsa, OK 74170 1713**

**Re: Form 471 Application Number: 976823
Funding Year: 2014
Applicant's Form Identifier: Blackwell #2 Y17
Billed Entity Number: 140275
FCC Registration Number: 0011938743
SPIN: 143035519
Service Provider Name: Meet Point Networks LLC
Service Provider Contact Person: Beverley Fielding**

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see <https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
 - Billed Entity Name,
 - Form 471 Application Number,
 - Billed Entity Number, and
 - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Program - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at <http://www.usac.org/sl/tools/samples.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program
Universal Services Administrative Company

cc: Beverley Fielding
Meet Point Networks LLC

Funding Commitment Adjustment Report for
Form 471 Application Number: 976823

Funding Request Number: 2660232
Services Ordered: INTERNET ACCESS
SPIN: 143035519
Service Provider Name: Meet Point Networks LLC
Contract Number: N/A
Billing Account Number:
Site Identifier: 140275
Original Funding Commitment: \$87,200.10
Commitment Adjustment Amount: \$87,200.10
Adjusted Funding Commitment: \$0.00
Funds Disbursed to Date \$0.00
Funds to be Recovered from Applicant: \$0.00
Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FRN 2660232 will be 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 posted requests for minimum 50 MBPS, considering increasing up to 100 MBPS on FCC Form 470#658070001147211 and the associated RFP. You received a bid from ATT offering these specific services at an amount of \$1,375.20 per month for 50 MBPS, a bid from Meetpoint offering these specific services at an amount of \$8,352.50 monthly for 50 MPBS, a bid from OneNet offering these specific services at an amount of \$1,439 monthly for 50 MBP and a bid from Windstream offering these specific services at an amount of \$4,317.99. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$8,472.50 monthly. The bid chosen is over three times more costly than the bid offering from ATT and OneNet. 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 price available from another commercial vendor. Therefore, the commitment has been rescinded in full.

Exhibit 11: Administrator Decision Letters



Administrator's Decision on Appeal – Funding Year 2013-2014

August 05, 2016

Chris Webber
Blackwell Ind Sch Dist 45
CRW Consulting, LLC
PO Box 701713
Tulsa, OK 74170-1713

Re: Applicant Name: BLACKWELL INDEP SCHOOL DIST 45
Billed Entity Number: 140275
Form 471 Application Number: 889497
Funding Request Number(s): 2418619, 2418608
Your Correspondence Dated: July 18, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2013 Notification of Commitment Adjustment Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2418608
Decision on Appeal: **Approved**
Explanation:

- Your appeal has brought forward persuasive information that the funding request cited above should be approved for funding.

Funding Request Number(s): 2418619
Decision on Appeal: **Denied**
Explanation:

- During the appeal review of your FCC Form 471# 889497 you requested reversal of the COMAD decision to seek recovery of improperly disbursed funds. It has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FRN

2481619 will be 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 posted requests for minimum 20 MBPS, considering increasing up to 50 MBPS on FCC Form 470# 846320001048286 and the associated RFP. You received a bid from ATT offering these specific services at an amount of \$1,375.20 per month (3 year contract) for 50 MBPS, a bid from Meetpoint offering these specific services at an amount of \$9,034.18 monthly for 50 MPBS, a bid from BTC offering these specific services at an amount of \$6,478.28 monthly for 50 MBPS. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$9,034.18 monthly. The bid chosen is over three times more costly than the bid offering from ATT. 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 price available from another commercial vendor. In your appeal, you did not demonstrate that USAC's determination was incorrect. Therefore, the commitment has been rescinded in full. Consequently, your appeal is denied.

- FCC rules state that, in selecting a service provider, the applicant must carefully consider all bids submitted and must select the most cost-effective service or equipment offering, with price being the primary factor, which will result in being the most cost-effective means of meeting educational needs and the technology plan goals. *See* 47 C.F.R. secs. 54.511(a), 54.503(c)(2)(vii), 54.504(a)(1)(xi). *See* also Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board of Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45 and 97-21, Order, 18 FCC Rcd 26407, FCC 03-313 paras. 47-55 (Dec. 8, 2003). Service providers shall not charge the entities a price above the lowest corresponding price. *See* 47 C.F.R. sec. 54.511(b). In order to ensure that applicants are not requesting discounts for services beyond their reasonable needs, USAC denies funding request(s) for not being cost-effective. The costs of the products and services in a funding request should not be significantly higher than the costs generally available in the applicant's marketplace for the same or similar products or services. For example, equipment at prices two or three times greater than the prices available from commercial vendors would not be cost effective, unless there were extenuating circumstances. *See* Ysleta Order para. 54.

Since the Administrator's Decision on Appeal restores the original commitments for your application, USAC will issue a Revised Funding Commitment Decision Letter (RFCDL) to you and to each service provider that provides the services approved for discounts in this letter. USAC will issue the RFCDL to you as soon as possible. The RFCDL will inform you of the precise dollar value of your approved funding request(s). As you await the RFCDL, you may share this Administrator's Decision on Appeal with the relevant service provider(s).

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company



Administrator's Decision on Appeal – Funding Year 2014-2015

August 05, 2016

Chris Webber
Blackwell Ind Sch Dist 45
CRW Consulting, LLC
PO Box 701713
Tulsa, OK 74170-1713

Re: Applicant Name: BLACKWELL INDEP SCHOOL DIST 45
Billed Entity Number: 140275
Form 471 Application Number: 976823
Funding Request Number(s): 2660207, 2660232
Your Correspondence Dated: July 18, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2014 Notification of Commitment Adjustment Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2660207
Decision on Appeal: **Approved**
Explanation:

- Your appeal has brought forward persuasive information that the funding request cited above should be approved for funding.

Funding Request Number(s): 2660232
Decision on Appeal: **Denied**
Explanation:

- During the appeal review of your FCC Form 471# 958323 you requested reversal of the COMAD decision to seek recovery of improperly disbursed funds. It has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided, FRN 2660232 will be 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 posted requests for minimum 50 MBPS, considering increasing up to 100 MBPS on FCC Form 470#658070001147211 and the associated RFP. You received a bid from ATT offering these specific services at an amount of \$1,375.20 per month for 50 MBPS, a bid from Meetpoint offering these specific services at an amount of \$8,352.50 monthly for 50 MPBS, a bid from OneNet offering these specific services at an amount of \$1,439 monthly for 50 MBP and a bid from Windstream offering these specific services at an amount of \$4,317.99. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$8,472.50 monthly. The bid chosen is over three times more costly than the bid offering from ATT and OneNet. 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 price available from another commercial vendor. In your appeal, you did not demonstrate that USAC's determination was incorrect. Therefore, the commitment has been rescinded in full. Consequently, your appeal is denied.

- FCC rules state that, in selecting a service provider, the applicant must carefully consider all bids submitted and must select the most cost-effective service or equipment offering, with price being the primary factor, which will result in being the most cost-effective means of meeting educational needs and the technology plan goals. *See* 47 C.F.R. secs. 54.511(a), 54.503(c)(2)(vii), 54.504(a)(1)(xi). *See* also Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board of Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45 and 97-21, Order, 18 FCC Rcd 26407, FCC 03-313 paras. 47-55 (Dec. 8, 2003). Service providers shall not charge the entities a price above the lowest corresponding price. *See* 47 C.F.R. sec. 54.511(b). In order to ensure that applicants are not requesting discounts for services beyond their reasonable needs, USAC denies funding request(s) for not being cost-effective. The costs of the products and services in a funding request should not be significantly higher than the costs generally available in the applicant's marketplace for the same or similar products or services. For example, equipment at prices two or three times greater

than the prices available from commercial vendors would not be cost effective, unless there were extenuating circumstances. *See* Ysleta Order para. 54.

Since the Administrator's Decision on Appeal restores the original commitments for your application, USAC will issue a Revised Funding Commitment Decision Letter (RFCDL) to you and to each service provider that provides the services approved for discounts in this letter. USAC will issue the RFCDL to you as soon as possible. The RFCDL will inform you of the precise dollar value of your approved funding request(s). As you await the RFCDL, you may share this Administrator's Decision on Appeal with the relevant service provider(s).

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company



Administrator's Decision on Appeal – Funding Year 2015-2016

July 19, 2016

Chris Webber
Blackwell Indep School Dist 45
CRW Consulting LLC
PO Box 701713
Tulsa, OK 74170

Re: Applicant Name: BLACKWELL INDEP SCHOOL DIST 45
Billed Entity Number: 140275
Form 471 Application Number: 1019919
Funding Request Number(s): 2767644
Your Correspondence Dated: June 19, 2016

After review of the information and documentation provided, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's funding commitment decision for the FCC Form 471 Application Number and funding requests number(s) (FRN(s)) referenced above. This letter provides an explanation for USAC's decision. The date of this letter also begins the sixty (60) day time period for appealing this decision. If your Letter of Appeal included more than one FCC Form 471 Application Number, please note that you will receive a separate decision for each funding application.

Funding Request Number(s): 2767644
Decision on Appeal: **Denied**
Explanation:

- USAC denied your funding request(s) because it was determined that the costs of the products and services in your funding request(s) were significantly higher than the costs generally available in your marketplace for the same or similar products or services. There is no evidence that the reason for the excessive costs is due to extenuating circumstances. You have not demonstrated on appeal that USAC's determination was incorrect. Consequently, USAC denies your appeal.
- FCC rules state that, in selecting a service provider, the applicant must carefully consider all bids submitted and must select the most cost-effective service or equipment offering, with price being the primary factor, which will result in being the most cost-effective means of meeting educational needs and the technology

plan goals. *See* 47 C.F.R. secs. 54.511(a), 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix). *See* also Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board of Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45 and 97-21, Order, 18 FCC Rcd 26407, FCC 03-313 paras. 47-55 (Dec. 8, 2003). Service providers shall not charge the entities a price above the lowest corresponding price. *See* 47 C.F.R. sec. 54.511(b). In order to ensure that applicants are not requesting discounts for services beyond their reasonable needs, USAC denies funding request(s) for not being cost-effective. The costs of the products and services in a funding request should not be significantly higher than the costs generally available in the applicant's marketplace for the same or similar products or services. For example, equipment at prices two or three times greater than the prices available from commercial vendors would not be cost effective, unless there were extenuating circumstances. *See* Ysleta Order para. 54.

If you wish to appeal this decision, you may file an appeal pursuant to 47 C.F.R. Part 54, Subpart I. Detailed instructions for filing appeals are available at:
<http://www.usac.org/sl/about/program-integrity/appeals.aspx>.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

Exhibit 12: 2013 Bid Evaluations

BID EVALUATION SHEET - Short

Erate Year 2013

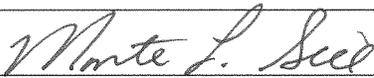
SERVICE/EQUIPMENT BID IS FOR: Internet Access

COMPANY SUBMITTING BID: Meet point

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	30
SERVICE HISTORY	20	20
TOTAL POINTS	60	50

Bid Evaluated by: Monte Sill

Date: 12-06-2012

Signature: 

BID EVALUATION SHEET - Short

Erate Year 2013

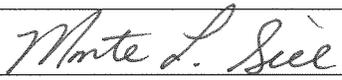
SERVICE/EQUIPMENT BID IS FOR: Internet Access

COMPANY SUBMITTING BID: BTC

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	35
SERVICE HISTORY	20	10
TOTAL POINTS	60	45

Bid Evaluated by: Monte Sill

Date: 12-06-2012

Signature: 

BID EVALUATION SHEET - Short

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet Access

COMPANY SUBMITTING BID: AT&T

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	40
SERVICE HISTORY	20	0
TOTAL POINTS	60	40

Bid Evaluated by: Monte Sill

Date: 12-06-2012

Signature: *Monte L. Sill*

Exhibit 13: 2014 Bid Evaluations

**BID EVALUATION SHEET – Short
Erate Year 2014**

1. **Service that is being evaluated: Internet Access**
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity

2. **Company that has submitted bid: Windstream**

3. **Service level from the bid that is being evaluated: 50Mb**
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

4. **Price that is being evaluated: \$4,317.99 / \$51,815.88**

 - POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE “N/A” IN ANY CATEGORY.
 - DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	26
SERVICE HISTORY	20	5
TOTAL POINTS	60	31

Bid Evaluated by (one person per sheet): Monte Sill

Date: 12-03-2013

Signature: 

**BID EVALUATION SHEET – Short
Erate Year 2014**

1. **Service that is being evaluated: Internet Access**
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity

2. **Company that has submitted bid: AT&T**

3. **Service level from the bid that is being evaluated: 50Mb**
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

4. **Price that is being evaluated: \$1,375.20 / \$16,502.40**

 - POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE “N/A” IN ANY CATEGORY.
 - DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	30
SERVICE HISTORY	20	10
TOTAL POINTS	60	40

Bid Evaluated by (one person per sheet): Monte Sill

Date: 12-03-2013

Signature: 

**BID EVALUATION SHEET – Short
Erate Year 2014**

1. **Service that is being evaluated: Internet Access**
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity

2. **Company that has submitted bid: OneNet**

3. **Service level from the bid that is being evaluated: 50Mb**
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

4. **Price that is being evaluated: \$1,439.00 / \$17,268.00**

 - POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE “N/A” IN ANY CATEGORY.
 - DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	28
SERVICE HISTORY	20	14
TOTAL POINTS	60	42

Bid Evaluated by (one person per sheet): Monte Sill

Date: 12-03-2013

Signature: 

**BID EVALUATION SHEET – Short
Erate Year 2014**

1. **Service that is being evaluated: Internet Access**
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity

2. **Company that has submitted bid: Meet Point**

3. **Service level from the bid that is being evaluated: 50Mb**
Examples include: Internet access – 200 mb, local phone – 50 lines, cell phones – unlimited pooled minutes, wireless data plans – 500 Mb, WAN Connectivity – (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.

4. **Price that is being evaluated: \$8,352.50 / \$100,230.00**

 - POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE “N/A” IN ANY CATEGORY.
 - DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	24
SERVICE HISTORY	20	20
TOTAL POINTS	60	44

Bid Evaluated by (one person per sheet): Monte Sill

Date: 12-03-2013

Signature: 