

October 1, 2014

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

**Re: Ex Parte
CC Docket No. 02-6
Request for Waiver of the Tennessee E-Rate Consortium**

Dear Ms. Dortch:

Education Networks of America, Inc. and ENA Services, LLC (collectively “ENA”) respectfully submit the following information in support of the Request for Waiver (the “Waiver Request”) filed by the Tennessee E-Rate Consortium (“Tennessee Consortium” or “Consortium”) on February 11, 2013, as supplemented on December 17, 2013.¹

I. INTRODUCTION AND BACKGROUND

ENA is an E-rate service provider that delivers Internet access, voice and managed Wi-Fi services, among others, to K-12 schools and libraries throughout the nation. The Tennessee Consortium currently represents a majority of the school districts in Tennessee, and was established in 2011 with 79 initial members. Upon its creation, it applied for E-rate support by posting an initial “Description of Services Requested and Certification Form” on FCC Form 470 and a Request for Proposals (“RFP”) on February 4, 2011 for funding year 2011-2012.² Following the prescribed 28-day competitive bidding period, the Consortium awarded a five-year contract for E-rate supported services to ENA.

Some months later, 43 additional members sought to join the Consortium.³ These school districts were not in the initial group of Consortium members because they had decided to finish out the last year of the contract under a prior consortium. Once that contract neared expiration, however, they decided to join the new Consortium. The Consortium Lead participated in a USAC annual E-rate training session in September 2011, in which one of USAC’s slides seemed

¹ *Request for Waiver of the Tennessee E-Rate Consortium* in CC Docket No. 02-6 (filed Feb. 11, 2013); *Supplement to Request for Waiver* (filed Dec. 17, 2013).

² FCC Form 470 Application Number 534070000900066 (posted Feb. 4, 2011); Metropolitan Nashville Public Schools Request for Proposal No. 11-4 (Feb. 4, 2011).

³ Waiver Request at 3. See discussion *infra* at pp. 3-4.

to indicate that additional members could indeed join the Consortium prior to the filing of each school district's Form 471. Erring on the side of caution, the Consortium Lead then exchanged a series of follow-up emails in which USAC management personnel confirmed multiple times that new members could join and take service under the multi-year contract with ENA without having to post a new Form 470, provided that "the new consortium members' LOAs must be signed and completed by the Form 471 certification postmark date."⁴ Adhering to this twice-confirmed advice from USAC, the 43 new members executed LOAs with the Consortium and then timely submitted individual FCC Forms 471 for funding year 2012, referencing the Consortium's February 2011 Form 470.

Notwithstanding its clear advice, USAC denied E-rate funding to most of the new members for 2012, alluding to competitive bidding violations, such as "[t]he addition of your BEN would cause a change in the scope of services sought in the solicitation. Program rules require that Billed Entities on a FCC Form 471 must be listed in . . . the cited FCC Form 470 that established the competitive bidding process." In fact, the program rules and the instructions for Forms 470 and 471 do *not* require or even indicate such an onerous result.⁵ Nevertheless, to correct the harmful impact and the inequity of these denials, the Consortium then filed the pending Waiver Request, asking the Commission to waive any applicable Commission or E-rate program rules⁶ in order to enable the disbursement of E-rate support to the 43 new consortium members' school districts for funding year 2012. The December 2013 supplement to the Waiver Request clarified that the Consortium seeks relief only for the 2012 funding year,⁷ because all of the 43 school districts that had been denied 2012 funding participated in a new consortium, the Sweetwater City Schools Consortium ("SCS"), which posted a Form 470 in 2013 and subsequently awarded a contract to ENA.⁸

II. THE WAIVER REQUEST IS WELL JUSTIFIED AND SHOULD BE GRANTED PROMPTLY

As a threshold matter, the subject E-rate funding requests submitted by the 43 Consortium members that joined the Consortium after the initial 2011 procurement did not violate any Commission rule: simply stated, no Commission rule proscribes the addition of members to a consortium for E-rate purposes after its formation or the filing of its initial Form 470.⁹ Indeed, neither the Commission's E-rate rules in effect in 2011-2012, nor the revised rules adopted in the Commission's recent *E-rate Modernization Order*, which strongly *encourages* E-rate applications by consortia rather than individual school districts, indicate any intention to

⁴ Waiver Request at pp. 3-4 & Exhibit 4.

⁵ The Form 470 specific instructions state: "Note that funding *may* be denied for the Form 471 funding requests associated with this Form 470 if the Form 471 Billed Entity is not listed in Item 14." *See* FCC Form 470 Instructions (December 2013), p. 9 (Item 15) (emphasis supplied). Thus there is no indication that funding must always be denied in such a circumstance.

⁶ As noted in the Waiver Request at p. 8 and discussed *infra*, the Commission's rules do not prohibit (or even address) the addition of consortium members after the posting of an initial Form 470 and RFP. Nevertheless, Wireline Bureau staff advised the Consortium to submit a waiver request.

⁷ *Supplement to Request for Waiver, supra* note 1 (filed Dec. 17, 2013).

⁸ One of those districts, Memphis City Schools (BEN 128441) is now administered by Shelby County School District (BEN 128440). As a result, only BEN 128440 is associated with the SCS contract, and not BEN 128441.

⁹ *See, e.g.*, 47 C.F.R. §503.

freeze in place the membership of an E-rate consortium.¹⁰ This is to be expected, in fact, if the Commission's stated policy to *foster* rather than handcuff such consortia is to be fully realized.

Nevertheless, upon the advice of Wireline Competition Bureau staff, the Tennessee Consortium filed the Waiver Request, presenting a fully supported and well-documented prayer for relief. The Waiver Request has now been pending for over 19 months. It should be granted without further delay.

Specifically, the Waiver Request recited and then satisfied the several prongs of the Commission's well established standard for granting a waiver of its rules, which the Commission has consistently applied in considering petitions for waiver of the E-rate rules:

Generally, the Commission's rules may be waived if good cause is shown. 47 C.F.R. § 1.3. The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest. *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990). In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis. *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166. Waiver of the Commission's rules is appropriate only if both (i) special circumstances warrant a deviation from the general rule, and (ii) such deviation will serve the public interest. *Northeast Cellular*, 897 F.2d at 1166.¹¹

The Waiver Request described, among other things:

- the Consortium's request to USAC for guidance, in the absence of FCC rules on point, on whether newly added consortium members (who joined the Consortium upon the expiration of a prior multi-year contract for E-rate services) could take service under the Form 470 and resulting multi-year contract that had been awarded in the preceding months;
- USAC's clear and ostensibly authoritative written guidance on the matter, stating that "[i]t is permissible under E-rate rules to allow those other members to join the Tennessee E-rate Consortium. It is not uncommon for members to join or leave a consortium after the competitive bidding and vendor selection is completed";
- USAC's subsequent, written confirmation of that advice;
- the Consortium's reasonable reliance on that unambiguous advice, and its adherence to the E-rate program's competitive bidding rules at all times;
- the circumstances surrounding the joinder of the additional consortium members, all of whom had been receiving E-rate funding under the predecessor consortium contract, upon the expiration of that contract;
- the reasonableness and normality of that joinder;

¹⁰ See *Modernizing the E-rate Program for Schools and Libraries, Report and Order and Further Notice of Proposed Rulemaking* (WC Docket No. 13-184, FCC 14-99, rel. July 23, 2014) ("*E-rate Modernization Order*") at ¶¶ 168-182, 285-297, & App. A (amending 47 C.F.R. §503).

¹¹ *In the Matter of Spokane School District 81, Order on Reconsideration*, DA 14-1188 (Wireline Comp. Bureau, rel. Aug. 13, 2014) at n. 16.

- the absence of any conceivable harm to the Universal Service Fund arising from grant of the requested waiver; and
- as clarified in the Supplement, the limited nature of the proposed waiver, applying only to the one funding year in which the predecessor consortium contract had expired.¹²

The remainder of this submission presents additional information, as requested by the Wireline Competition Bureau, that further explains and reinforces the justification for grant of this waiver, particularly with respect to the point that the E-rate rules and specifically the program's competitive bidding principles are in no way undermined by the Consortium's reliance on USAC's advice or by grant of the requested waiver.

III. THE JOINING OF THE ADDITIONAL CONSORTIUM MEMBERS WAS APPROPRIATE AND REFLECTED A NORMAL TRANSITION FROM A PRIOR CONSORTIUM CONTRACT

It bears re-emphasizing that there was nothing unusual or untoward about the addition of these 43 school districts to the Tennessee E-Rate Consortium in the months following its initial formation with 79 members in early 2011. As the Waiver Request explained, for the four years prior to 2011, those school districts had participated in another statewide E-rate consortium, the Greeneville City Schools – Statewide Consortium, which served 112 of the 136 districts in the state including the groups of 43 and 79 at issue here. The present Consortium was formed in late 2010-2011 and posted its Form 470 and released a detailed RFP over a year in advance of the Greenville contract's expiration date of June 30, 2012, in anticipation of the possibility that a provider other than the incumbent provider might win the next contract and to allow sufficient lead time for a seamless transition of network services for the over 100 school systems involved. Although some districts chose to remain in the Greenville Consortium for the final year of that contract, there was a clear expectation that most or all of those districts would transition to the new Tennessee E-rate Consortium in the second year of the contract, when the Greenville contract expired; and that is exactly what happened.¹³ Thus, the new Tennessee Consortium and its 2011 procurement was the successor to the Greenville consortium and its E-rate contract, with most of the members beginning the transition in the first funding year (2011-12) but others (43) joining for the second (2012-2013) funding year.

In light of this circumstance—which is neither unique nor unforeseeable in the normal operations of E-rate consortia—it simply makes no policy sense to prohibit the addition of school district members to a successor statewide E-rate consortium within months of its initial formation and penalize those schools by denying the E-rate funding they had received in prior years, or to effectively force the consortium to re-bid its multi-year E-rate services contract within such a short period, *unless* such a result is demanded by overarching competitive bidding concerns that are completely absent in this case.¹⁴ Yet that is precisely what a failure to grant this Waiver Request would do: it would tell the Tennessee E-Rate Consortium and any future E-rate consortium that it must freeze its membership in place as of the date of its first Form 470

¹² See Waiver Request and Supplement, *passim*.

¹³ Waiver Request at 6-7.

¹⁴ See discussion *infra*.

and RFP, or re-bid its multi-year contract in any year in which it adds new members, including the first year.

Such a policy cannot possibly be in harmony with the recent *E-rate Modernization Order and Further Notice of Proposed Rulemaking*, which found that “[c]onsortium purchasing can drive down the prices paid by schools and libraries for E-rate supported services.” In light of this core finding, the Commission determined to “adopt rules to make it easier for applicants to take advantage of consortium bidding” and to “reduce or eliminate some of the existing barriers to applicants’ participation in consortia” by, among other things, “direct[ing] Commission staff to work with USAC to prioritize review of consortia applications, . . . particularly with respect to state and regional consortia applications.” By so doing, the Commission “expect[s] that the improved processing times for consortia applications will result in more funding commitments flowing faster to schools and libraries, *which will motivate more applicants to join consortia in future funding years.*”¹⁵ Moreover, in its current *FNPRM*, the Commission “seek[s] comment on other ways to encourage consortium purchasing,” including “doing more to encourage consortia [by] seek[ing] further comment on how to break down barriers to schools and libraries joining consortia.”¹⁶ The freezing of a consortium’s eligible membership in its first year by refusing funding to its follow-on members—and then declining to issue a waiver of such a policy for good cause shown— would be utterly inimical to the important Commission objective to motivate more applicants to join consortia in the interest of forging a modernized, more efficient and streamlined E-rate program.

IV. THE COMPETITIVE BIDDING PROCESS AND THE RESULTS OF THE PROCUREMENT WOULD NOT HAVE DEVIATED IF THE NEW CONSORTIUM MEMBERS HAD BEEN INCLUDED IN THE INITIAL PROCUREMENT

The recent history of E-rate service procurements in the State of Tennessee demonstrates that only two vendors—ENA and AT&T—have the statewide network coverage and scale necessary to consider competing for the statewide E-rate service procurements in Tennessee. ENA won the first-ever managed Internet services contract for the Tennessee State Department of Education (SDE) in 1998, at the inception of the E-rate program. Since that time, only ENA and AT&T have been found to be qualified bidders for statewide contracts in Tennessee.¹⁷ AT&T is currently the vendor for a ten-year statewide contract for services to state government agencies and offices, which allows school districts to opt-in, awarded by the state Office of Information Resources (“OIR”) in 2008. ENA has been the successful bidder over AT&T on the aforementioned five-year Greenville Consortium contract (2007) and the ongoing Tennessee E-rate Consortium contract (2011) and Sweetwater City Schools Consortium (SCS) contract,

¹⁵ *E-rate Modernization Order* at ¶¶ 168-169 (emphasis supplied).

¹⁶ *Id.* at ¶¶ 168, 285.

¹⁷ Comcast and Charter, as well as numerous smaller independent telcos and municipal networks, are among the service providers under ENA’s contracts in Tennessee, but none of those entities maintain a sufficient coverage area in the state to satisfy the coverage requirements of the statewide procurements at issue. In the 2008 Office of Information Resources procurement won by AT&T, Qwest (now CenturyLink) and Windstream had submitted bids but were disqualified due to their lack of a qualified contractor’s license. Since that time, these companies have not bid on any subsequent statewide procurements.

awarded in 2013, which includes all 43 school districts that were denied E-rate funding as members of the Tennessee Consortium for funding year 2012.

In the case of the initial 2011 Tennessee E-rate Consortium procurement RFP and Form 470 at issue in this matter, ENA and AT&T again were the only two bidders. Both bidders offered pricing that was lower than under the four year old Greenville consortium contract that it was designed to succeed;¹⁸ but unlike ENA's bid, AT&T's response simply offered the "rack rate" pricing contained in its existing 2008 state master contract.¹⁹ AT&T engaged in no customization or volume-sensitive adjustment (either upward or downward) for the consortium members. As AT&T's bid emphasized in multiple statements in its RFP response:

Notwithstanding anything contained in the RFP to the contrary, AT&T Corp, on behalf of itself and its service providing affiliates ("AT&T") submits this RFP Response and proposes the following: . . . [W]ith respect to the Managed Internet Access AT&T proposes that such services be provided pursuant to the terms and conditions of the NetTN Services contract between the State of Tennessee Department of Finance and Administration and AT&T ("Net TN Services Contract") as there are custom Managed Internet Services available for purchase by K-12 entities located within the State of Tennessee on the Net TN Contract. . . .²⁰

An examination of AT&T's pricing proposal (at Attachment G of its bid) and its state master contract confirms that in fact, AT&T was simply offering the Consortium its standard state master contract pricing that was already available statewide to any school, irrespective of—and essentially ignoring—the particular locations or characteristics of the Consortium members. Put another way, the size and membership of the Consortium had zero relevance to AT&T's price proposal: AT&T had a standard price list for schools in the state of Tennessee and it used that price list regardless of whether it was bidding for a new contract or whether the school simply availed itself of the state master contract.

As described above, the prices in AT&T's bid were set forth in Attachment G of its bid, attached hereto as part of **Exhibit 1**. The prices in the state master contract relevant to the 2011-2012 funding year are set forth in Attachment B to Amendment Four to that contract. The relevant pages of Attachment B, along with the cover sheets reflecting the effective dates of

¹⁸ ENA's bid pricing entailed an approximately 24 percent price reduction from the Greenville contract over the five year contract life.

¹⁹ The following pricing analysis is focused on pricing for Internet Access and WAN service, which, based on the prices bid by AT&T, constitute over 95% of the eligible services at issue. For voice and video conferencing services, AT&T's bid stated that the prices were to be determined by a different 2009 "Master Agreement" that was already in place between AT&T and Metropolitan Government of Nashville and Davidson County. See AT&T RFP Response, March 4, 2011, at p. 15. To the extent that the pricing for any service was not determined in this Master Agreement or the state master contract, the pricing for such services was to be determined pursuant to yet another standard AT&T contract, which it referred to in its bid as the "Contract Service Arrangement Agreement." *Id.* In short, the pricing in AT&T's bid was its standard "list" pricing and not customized based on the demographics or other characteristics of the Consortium's membership. The relevant excerpts of AT&T's bid proposal are attached at **Exhibit 1** hereto.

²⁰ **Exhibit 1** at pp. 15, 153 (emphasis supplied); See also *id.* at p. v.

Amendment Four, are attached hereto at **Exhibit 2**.²¹ The prices in Attachment G are expressed in annual amounts for the total number of sites served, whereas the prices in Attachment B are expressed in monthly amounts on a per site basis. A table below provides a sample comparison between AT&T's bid (Attachment G) and the state master contract (Attachment B), normalized to compare the prices on a monthly, per site basis, along with pages in the bid and the contract where the prices can be found. As this sample demonstrates, AT&T indeed bid its standard pricing as reflected in the state master contract, and did so without regard for the size, membership or any other possibly distinguishing characteristics of the Consortium members.

Circuit	Bid Pricing (Attachment G)		State Contract Pricing (Attachment B) ²²	
	Price Per Mo. Per Site	Page	Price Per Mo. Per Site	Page
T-1/1.544 Mbps	\$525 (((\$12,600 ÷ 2 sites) ÷ 12 mos.)	144	\$525	5
100 Mbps	\$1,187 (((\$85,464 ÷ 6 sites) ÷ 12 mos.)	144	\$1,187	5
50 MB for Aggregated Egress (Internet access)	\$2,495 (\$29,940 ÷ 12 mos.)	144	\$2,495	4

In light of the foregoing, it is abundantly clear that in the procurement at issue, AT&T's proposed pricing had nothing to do with the number or characteristics of the school districts that were members of the Consortium. It simply offered the pricing in its pre-existing state master contract, except for services that were not an identical match for those in the master agreement, in which instances it bid a price that could be reasonably extrapolated from its existing contract. The above-quoted proposal language makes equally clear that AT&T's pricing—its master contract pricing—was and would have been the same irrespective of whether the proposal was for the 79 charter members of the Tennessee Consortium or for a larger group including the 43 additional members that joined months later and applied for E-rate funding in 2012 under the contract that had been awarded to ENA. In short, the conclusion is inescapable that the prices for these E-rate services would not have been different if the late-joining Consortium members had been included in the 2011 RFP and Form 470.²³

²¹ The full state master contract may be accessed at [http://www.capitol.tn.gov/joint/committees/fiscal-review/archives/108ga/contracts/RFS%20317.01-03036%20F&A%20OIR%20\(AT&T%20Corp%20-%20amd%208\).pdf](http://www.capitol.tn.gov/joint/committees/fiscal-review/archives/108ga/contracts/RFS%20317.01-03036%20F&A%20OIR%20(AT&T%20Corp%20-%20amd%208).pdf)

²² All pricing is for circuits without Internet access and is found on page 5 of Attachment B, other than prices for the aggregated egress circuits, which are the circuits through which access to the Internet is provided by AT&T. The prices for the aggregated egress circuits are found on page 4 of Attachment B. ENA notes that there were prices for three types of circuits for which pricing is not provided on the state master contract: 2 Gig circuits, DSL lines, and a 350 Mbps aggregated egress circuit. For these services, AT&T appears to have created pricing that was based on the state master contract pricing. For example, 350 Mbps aggregated egress circuit was bid at \$8,100 per month, per site. This is somewhat under the average of the prices for the two closest speeds that are reflected on the state contract price list, i.e., \$7,826 for a 300 Mbps line and \$9,500 for a 450 Mbps line.

²³ See **Exhibit 3** hereto (declaration of Rex Miller, Senior Vice President, ENA, that ENA's pricing proposal also would not have been materially different if the initial Consortium membership been larger, due to the anticipated statewide availability of the resulting contract. Such statewide availability allowed school districts to purchase off

Moreover, a comparison of the 79 charter members of the Consortium and the 43 school district members who joined later in 2011 reveals that the demographic characteristics of the two groups were very similar, further dispelling the possibility that the makeup of the Consortium would have materially affected the bidders' proposals. Higher costs may sometimes be posed by districts located in rural areas, due to the lengthier distances from the provider's core network or other necessary facilities, and installation-related difficulties due to topography. ENA examined each school district's status as either rural or non-rural to determine whether the addition of the 43 school districts changed the mix of rural and non-rural districts to be served. Where the district is a county-wide district, ENA consulted USAC's classification of the county as rural or urban.²⁴ For those districts that are not county-wide, ENA examined the district's rural or non-rural classification on the relevant FCC Form 471 for funding year 2012. ENA gathered the number of buildings to be served in each school district, based on the number of buildings requested to be served in each of the relevant FCC Forms 471 for funding year 2012. If the rural districts have significantly more buildings to serve, that will result in more facilities to build, install, maintain, etc., which could lead to higher costs. Conversely, if the non-rural districts have significantly more buildings, the costs may have been lower.

The results of this examination reflect that the percentage of buildings to be served in the non-rural districts would not have materially changed. The number of non-rural buildings would have only changed from 56.04% to 57.04%—exactly one percentage point in difference. This inconsequential difference simply would have made no difference in the service provider's costs or its pricing strategy. A summary of these calculations is provided below, and a spreadsheet showing the underlying data and calculations is attached at **Exhibit 4**.

	Group of 79		Group of 43		Combined Group	
	# of Buildings	Percentage	# of Buildings	Percentage	# of Buildings	Percentage
Rural	513	43.96%	256	41.09%	769	42.96%
Non-Rural	654	56.04%	367	58.91%	1,021	57.04%
Total	1,167		623		1,790	

A comparison of the Consortium membership at the time of the 2011 RFP and the 43 later additions also reveals that while 66 percent of the initial 79 school districts are situated within AT&T's ILEC service areas, only 37 percent of the later joiners were in AT&T territory.²⁵ Accordingly, if anything, it would have been *more* costly for AT&T to have served an expanded Consortium. Such additional costs presumably would have produced a *higher*, not lower, overall pricing proposal.

other districts' contracts under Tennessee state law without regard to which sites were listed on a Form 470. This same state process was utilized with the predecessor consortium contract, so it was well known by all parties.

²⁴ This classification may be found on USAC's website at <http://www.universalservice.org/sl/applicants/step04/urban-rural.aspx> (last visited Sept. 19, 2014).

²⁵ See **Exhibit 5** hereto (Tennessee LATA map annotated with ILECs by county, and a spreadsheet reflecting the Consortium member locations relative to the ILEC territories).

It is also noteworthy that the Tennessee Consortium RFP did not solicit specific prices for services to each of its school systems, but instead called for a pricing menu that would allow any district to purchase from the menu, varying according to numbers of sites. This RFP methodology—which was also utilized in the 2007 Greenville consortium procurement and the 2008 state agency procurement-- thus anticipated and accommodated foreseeable growth in the Consortium and the needs of its individual members.

Finally, if the 43 late-joining school districts had not applied for E-rate funding in 2012 as they did—that is, as members of the Tennessee E-rate Consortium seeking to take service under the Consortium contract— their only alternative, facing the expiration of the Greenville Consortium contract, would have been to post their own Form 470 and conduct their own RFP. It is simply counter-intuitive to suppose that such a separate consortium bid, one year later, would have yielded lower-priced bid proposals than the 79-member Tennessee E-rate Consortium procurement had produced just one year earlier.²⁶ If one assumes that the size and locations of consortium members would have impacted pricing, then the pricing for this smaller group, many of which were located in non-AT&T service areas, would more likely have resulted in higher bid pricing, at least by AT&T, if the respondents were bidding on only those applicants and locations.

In light of these facts, it is evident that the Commission's competitive bidding rules and principles were not undermined by the 2012 funding requests of the 43 Consortium members who joined in the months after the 2011 procurement and sought to take service under the Consortium's multi-year contract, and, accordingly, that grant of the pending Waiver Request is justified and in the public interest.

V. CONCLUSION

In light of all the facts and circumstances described above and in the Waiver Request and Supplement, including (1) that the requested waiver is of limited applicability and duration, to wit, for the 2011 funding year; (2) that the requested funding has already been delayed for two years, and the Waiver Request itself has been awaiting resolution for over 19 months; (3) that in light of the above-described factual circumstances, the actions and conduct of the 43 Consortium members in seeking 2012 E-rate funding under the Consortium contract was both reasonable and logical; (4) that the Consortium lead reasonably and in good faith sought and then relied on the unambiguous and ostensibly authoritative direction of USAC officials; and, finally, (5) that, as shown above, there is no reason to believe that the result of the Consortium's procurement would have been different if the 43 later-joining school districts had been included in the 2011 procurement; ENA submits that the well established test for granting a waiver request has been fully satisfied in this case.

²⁶ It is also revealing that in the more recent years, *more* Tennessee school districts have availed themselves of the Tennessee E-rate Consortium and more recent (2013) Sweetwater City Schools (SCS) Consortium contracts administered by ENA. In all, since 2011 six additional Tennessee school districts have taken service under these ENA-administered consortia based on their inclusion in the respective Form 470. Moreover, after award of the SCS procurement, eight additional Tennessee school districts that were not listed on either the SCS or Tennessee Consortium Form 470 have selected ENA for services available under those contracts. In the aftermath of USAC's denial funding to the 43 districts for 2012-13, these school systems performed independent procurements rather than opt into the Tennessee Consortium contract.

Respectfully submitted,

EDUCATION NETWORKS OF AMERICA, INC.
and ENA SERVICES, LLC

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Exhibit 1

AT&T Response to MNPS RFP #11-4
Managed Internet Access, Voice-Over_IP
and Video Conferencing

Response



Rethink Possible



Metropolitan Government of Nashville and Davison County ("Metro") and AT&T currently have a mutually negotiated Contract for Purchase Services Contract dated on or about April 5, 2009 ("Master Agreement") in place for purchase of the following services: voice, data, Hosting service, MIS, Pinpoint 911, Security Consulting, and AT&T Connect. AT&T's first position would be to extend the Term of the existing Master Agreement for use with the Video conferencing Service and the Voice-Over IP in this Request for Proposal ("RFP"); however, Section _ of the existing Master Agreement provides in relevant part, "In no event shall the term of the Master Agreement exceed sixty (60) months." Therefore, Notwithstanding anything contained in the RFP to the contrary, AT&T Corp, on behalf of itself and its service providing affiliates ("AT&T") submits this RFP Response and proposes the following: (i) the terms and conditions of the Master Agreement shall apply with respect to Video conferencing Service; and (ii) with respect to the Managed Internet Access AT&T proposes that such services be provided pursuant to the terms and conditions of the NetTN Services contract between the State of Tennessee Department of Finance and Administration and AT&T ("Net TN Services Contract") as there are custom Managed Internet Services available for purchase by K-12 entities located within the State of Tennessee on the Net TN Contract or (iii) the attached AT&T Contract Service Arrangement Agreement (the "CSA Agreement") for any product not provided under Master Agreement or the Net TN Contract. In addition to the master Agreement, the Net TN Contract and/or the CSA Agreement, the E-Rate Rider, and any other mutually agreed transaction-specific documents to be entered into between AT&T and the Metropolitan Nashville Public Schools (MNPS) (collectively the "Contract Documents").would be basis for any new contract if AT&T is awarded the bid. AT&T would work expeditiously with MNPS toward negotiation of any additional mutually agreeable provisions specific to the requirements of this project.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and MNPS will need to reach mutual agreement on AT&T's participation.

Proposal Validity Period—The information and pricing contained in this proposal is valid until: 1. MNPS ("Customer") and AT&T enter into a fully executed binding contract; 2. the proposal is timely withdrawn by AT&T; or 3.) the closing of the E-Rate filing window 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 the standard terms and conditions of AT&T Corp unless otherwise stated herein. Any changes or variations in AT&T Corp's standard terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.

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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.sl.universalservice.org. 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 MNPS 's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will assist MNPS for purposes of the E-rate application. This assistance will be provided 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 MNPS. AT&T is not responsible for the outcome of the SLD's decision on these matters.

The Pre-Proposal Conference will be at 10:30 AM CST in the MNPS Boardroom located at 2601 Bransford Ave, Nashville, TN 37204 on February 11, 2011.

F. Minimum (general) criteria to be determined “Responsive”

1. Does the proposal submitted conform in all material respects to the solicitation?
2. Specific examples include: Were minority-owned and/or woman-owned business enterprises (MWBE) considered for subcontract work and contacted in a timely manner for this contract proposal (Good Faith Effort)? Was sufficient documentation provided with the proposal to demonstrate that Good Faith Efforts were made?
3. Does the proposer take significant exceptions to the MNPS standard contract terms?

AT&T Response: Metropolitan Government of Nashville and Davison County (“Metro”) and AT&T currently have a mutually negotiated Contract for Purchase Services Contract dated on or about April 5, 2009 (“Master Agreement”) in place for purchase of the following services: voice, data, Hosting service, MIS, Pinpoint 911, Security Consulting, and AT&T Connect. AT&T’s first position would be to extend the Term of the existing Master Agreement for use with the Video conferencing Service and the Voice-Over IP in this Request for Proposal (“RFP”); however, Section _ of the existing Master Agreement provides in relevant part, “In no event shall the term of the Master Agreement exceed sixty (60) months.” Therefore, Notwithstanding anything contained in the RFP to the contrary, AT&T Corp, on behalf of itself and its service providing affiliates (“AT&T”) submits this RFP Response and proposes the following: (i) the terms and conditions of the Master Agreement shall apply with respect to Video conferencing Service; and (ii) with respect to the Managed Internet Access AT&T proposes that such services be provided pursuant to the terms and conditions of the NetTN Services contract between the State of Tennessee Department of Finance and Administration and AT&T (“Net TN Services Contract”) as there are custom Managed Internet Services available for purchase by K-12 entities located within the State of Tennessee on the Net TN Contract or (iii) the attached AT&T Contract Service Arrangement Agreement (the “CSA Agreement”) for any product not provided under Master Agreement or the Net TN Contract. In addition to the master Agreement, the Net TN Contract and/or the CSA Agreement, the E-Rate Rider, and any other mutually agreed transaction-specific documents to be entered into between AT&T and the *Metropolitan Nashville Public Schools (MNPS)* (collectively the “Contract Documents”).would be basis for any new contract if AT&T is awarded the bid. AT&T would work expeditiously with MNPS toward negotiation of any additional mutually agreeable provisions specific to the requirements of this project.

G. Minimum (general) criteria to be determined “Responsible”

Attachment G

Cost Grid – Proposal Cost Work Sheet

E-Rate Eligible Costs 25 Points

Category I District 10 sites

Managed Internet Access - Priority I Service

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2 nd Year	Cost 3 rd Year	Cost 4 th Year	Cost 5 th Year
2	T-1	\$12,600	\$12,600	\$12,600	\$12,600	\$12,600
2	10 MB	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
6	100 MB	\$85,464	\$85,464	\$85,464	\$85,464	\$85,464
Aggregated Egress	50 MB	\$29,940	\$29,940	\$29,940	\$29,940	\$29,940
Total Cost		\$146,004	\$146,004	\$146,004	\$146,004	\$146,004

Category II
District with
10 sites
CIPA Compliant Content
Filtering

*NOTE: These costs are for
content filtering only

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2 nd Year	Cost 3 rd Year	Cost 4 th Year	Cost 5 th Year
2	T-1	\$0	\$0	\$0	\$0	\$0
2	10 MB	\$0	\$0	\$0	\$0	\$0
6	100 MB	\$0	\$0	\$0	\$0	\$0
Aggregated Egress	50 MB	\$0	\$0	\$0	\$0	\$0
Total Cost		\$0	\$0	\$0	\$0	\$0

Category III

District with
80 sites
Managed Internet Access -
Priority I Service

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2 nd Year	Cost 3rd Year	Cost 4th Year	Cost 5th Year
5	T-1	\$31,500	\$31,500	\$31,500	\$31,500	\$31,500
10	10 MB	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
60	100 MB	\$854,640	\$854,640	\$854,640	\$854,640	\$854,640
3	Gig	\$73,332	\$73,332	\$73,332	\$73,332	\$73,332
2	2 Gig	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000
Aggregated Egress	200 MB	\$58,692	\$58,692	\$58,692	\$58,692	\$58,692
Total Cost		\$1,192,164	\$1,192,164	\$1,192,164	\$1,192,164	\$1,192,164

Category IV

District with
80 sites
CIPA Compliant Content
Filtering

*NOTE: These costs are for
content filtering only

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2 nd Year	Cost 3rd Year	Cost 4th Year	Cost 5th Year
5	T-1	\$0	\$0	\$0	\$0	\$0
10	10 MB	\$0	\$0	\$0	\$0	\$0
60	100 MB	\$0	\$0	\$0	\$0	\$0
3	Gig	\$0	\$0	\$0	\$0	\$0
2	2 Gig	\$0	\$0	\$0	\$0	\$0
Aggregated Egress	200 MB	\$0	\$0	\$0	\$0	\$0
Total Cost		\$0	\$0	\$0	\$0	\$0

Category V

District with
150 sites

Managed Internet Access - Priority I
Service

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2 nd Year	Cost 3rd Year	Cost 4th Year	Cost 5th Year
10	T-1	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000
5	10 MB	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
120	100 MB	\$1,709,280	\$1,709,280	\$1,709,280	\$1,709,280	\$1,709,280
10	Gig	\$244,440	\$244,440	\$244,440	\$244,440	\$244,440
3	2 Gig	\$126,000	\$126,000	\$126,000	\$126,000	\$126,000
2	DSL	\$6706.80	\$6706.80	\$6706.80	\$6706.80	\$6706.80
Aggregated Egress	*350 MB	\$97,200.00	\$97,200.00	\$97,200.00	\$97,200.00	\$97,200.00
Total Cost		\$2,291,626.80	\$2,291,626.80	\$2,291,626.80	\$2,291,626.80	\$2,291,626.80

Category VI

District with

150 sites

CIPA Compliant Content

Filtering

*NOTE: These costs are for
content filtering only

Number of Sites	Bandwidth	Cost 1 st Year	Cost 2 nd Year	Cost 3rd Year	Cost 4th Year	Cost 5th Year
10	T-1	\$0	\$0	\$0	\$0	\$0
5	10 MB	\$0	\$0	\$0	\$0	\$0
120	100 MB	\$0	\$0	\$0	\$0	\$0
10	Gig	\$0	\$0	\$0	\$0	\$0
3	2 Gig	\$0	\$0	\$0	\$0	\$0
2	DSL	\$0	\$0	\$0	\$0	\$0
Aggregated Egress	350 MB	\$0	\$0	\$0	\$0	\$0
Total Cost		\$0	\$0	\$0	\$0	\$0

Category VII

E-Mail Hosting (per account)

Number of Accounts	Cost 1 st Year	Cost 2 nd Year	Cost 3rd Year	Cost 4th Year	Cost 5th Year
200	\$0	\$0	\$0	\$0	\$0
1,000	\$0	\$0	\$0	\$0	\$0
25,000	\$0	\$0	\$0	\$0	\$0
100,000	\$0	\$0	\$0	\$0	\$0

Category VIII
 Web Site Hosting
 (Virtual-per site)

Number of Accounts	Number of Pages	Cost 1 st Year	Cost 2 nd Year	Cost 3rd Year	Cost 4th Year	Cost 5th Year
1	25	\$959.40	\$959.40	\$959.40	\$959.40	\$959.40
1	75	\$1319.40	\$1319.40	\$1319.40	\$1319.40	\$1319.40
1	250	\$1799.40	\$1799.40	\$1799.40	\$1799.40	\$1799.40
1	2500	\$4,188.00	\$4,188.00	\$4,188.00	\$4,188.00	\$4,188.00

Category IX

Managed VOIP (per site)

Number of End user Devices	Type of Features	Cost 1 st Year	Cost 2 nd Year	Cost 3 rd Year	Cost 4 th Year	Cost 5 th Year
10 Admin	Basic	\$1,558.80	\$1,558.80	\$1,558.80	\$1,558.80	\$1,558.80
10 Admin	Standard	\$2,158.80	\$2,158.80	\$2,158.80	\$2,158.80	\$2,158.80
10 Admin						
10 Admin						
50 Classroom	Basic	\$7,794.00	\$7,794.00	\$7,794.00	\$7,794.00	\$7,794.00
50 Classroom	Standard	\$10,794	\$10,794	\$10,794	\$10,794	\$10,794
50 Classroom						
50 Classroom						
Telephony Lines (based on a 60 device site)	Number of lines/talk paths Per site	Cost 1st Year	Cost 2nd Year	Cost 3rd Year	Cost 4th Year	Cost 4 th Year
Analog	3	\$900	\$900	\$900	\$900	\$900
PRI*	1	\$6,419.04	\$6,419.04	\$6,419.04	\$6,419.04	\$6,419.04
PBX Based service lines	6	\$5,716.08	\$5,716.08	\$5,716.08	\$5,716.08	\$5,716.08
**SIP Trunk (60 devices)	3	\$1080.00	\$1080.00	\$1080.00	\$1080.00	\$1080.00
***PIN-Point 911 Services	Per 1,000 station records	\$2,136	\$2,136	\$2,136	\$2,136	\$2,136

* Price quoted is base PRI./6 channels

Additional B-Channels -\$.092 and Telephone Numbers \$.20

**Included in the SIP Trunk pricing is Free local calling, and 900 minutes are included for Long Distance service.

***Installation charges will apply for Pin-Point 911 Services

NOTE: Installation charges will be determined after district survey results for VoIP.

Category X

Managed Video Conferencing (per site cost)

Options	Number of Sites Participating	Cost 1 st Year	Cost 2 nd Year	Cost 3rd Year	Cost 4th Year	Cost 5th Year
Option 1	3	\$369	\$369	\$369	\$369	\$369
Option 2	10	\$1230	\$1230	\$1230	\$1230	\$1230
Option 3	40	\$4920	\$4920	\$4920	\$4920	\$4920
Option 4	150	\$18,450	\$18,450	\$18,450	\$18,450	\$18,450

*Per minute price for non-network usage = \$.043 per minute

Category XI

Firewall

Number of End Sites	Number of Sites Participating	Cost 1 st Year	Cost 2 nd Year	Cost 3rd Year	Cost 4th Year	Cost 5th Year
District Hosted Firewall	10	\$0	\$0	\$0	\$0	\$0
District Hosted Firewall	80	\$0	\$0	\$0	\$0	\$0
District Hosted Firewall	150	\$0	\$0	\$0	\$0	\$0
Hosted Firewall Service – per additional rule set		\$0	\$0	\$0	\$0	\$0
LEA Hosted Firewall Integration Service		\$5508	\$5508	\$5508	\$5508	\$5508

*NOTE: AT&T managed internet services contains network-based firewall services.

Attachment H

AT&T Response:

Notwithstanding anything contained in the RFP to the contrary, Metropolitan Government of Nashville and Davison County ("Metro") and AT&T currently have a mutually negotiated Contract for Purchase Services Contract dated on or about April 5, 2009 ("Master Agreement") in place for purchase of the following services: voice, data, Hosting service, MIS, Pinpoint 911, Security Consulting, and AT&T Connect. AT&T's first position would be to extend the Term of the existing Master Agreement for use with the Video conferencing Service and the Voice-Over IP in this Request for Proposal ("RFP"); however, Section _ of the existing Master Agreement provides in relevant part, "In no event shall the term of the Master Agreement exceed sixty (60) months." Therefore, Notwithstanding anything contained in the RFP to the contrary, AT&T Corp, on behalf of itself and its service providing affiliates ("AT&T") submits this RFP Response and proposes the following: (i) the terms and conditions of the Master Agreement shall apply with respect to Video conferencing Service; and (ii) with respect to the Managed Internet Access AT&T proposes that such services be provided pursuant to the terms and conditions of the NetTN Services contract between the State of Tennessee Department of Finance and Administration and AT&T ("Net TN Services Contract") as there are custom Managed Internet Services available for purchase by K-12 entities located within the State of Tennessee on the Net TN Contract or (iii) the attached AT&T Contract Service Arrangement Agreement (the "CSA Agreement") for any product not provided under Master Agreement or the Net TN Contract. In addition to the master Agreement, the Net TN Contract and/or the CSA Agreement, the E-Rate Rider, and any other mutually agreed transaction-specific documents to be entered into between AT&T and the **Metropolitan Nashville Public Schools (MNPS)** (collectively the "Contract Documents"). would be basis for any new contract if AT&T is awarded the bid. AT&T would work expeditiously with MNPS toward negotiation of any additional mutually agreeable provisions specific to the requirements of this project.

Pursuant to section 1)A. of this RFP MNPS is requesting proposals on behalf of MNPS and the Tennessee E-Rate Consortium ("Consortium") whose members have furnished a Letter of Agency (LOA) to MNPS for the purpose of securing services. As stated above AT&T proposes the terms and conditions of the existing Master Agreement for the Voice over IP and the Video Conferencing Services. Unless MNPS intends to assume financial responsibility for each Consortium Member's purchases of Video Conferencing Services and/or Voice Over-IP Services, then to the extent a Consortium Member elects to purchase such services pursuant to the RFP then each purchasing Consortium member will sign a Confirmation of Service order acknowledging its purchase and its agreement to be comply with the terms and conditions of the Master Agreement, any applicable pricing schedules and the E-Rate Rider specifically developed for such Consortium Member. Notwithstanding the foregoing, AT&T shall have the right prior to accepting an Order for Services from a Consortium member to confirm whether such Consortium member's credit worthiness meets AT&T credit standards based upon AT&T's internal credit policies. If such Consortium Member wishes to purchase Managed Internet Services then the Consortium member would purchase those services pursuant to the terms and conditions and ordering process of the Net TN contract.

Exhibit 2



CONTRACT AMENDMENT

Agency Tracking # 31701-03036	Edison ID 2904	Contract # FA-09-25220-00	Amendment # 4		
Contractor Legal Entity Name AT&T Corp.			Registration ID 7452		
Amendment Purpose & Effect(s) Expands services within the scope of the contract, as provided for in Contract Sections E.18 and E.24.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2018			
Maximum Liability (TOTAL Contract Amount) Increase/Decrease per this Amendment: 0					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			\$7,000,023.00	\$471,567.00	\$7,471,590.00
2010			\$14,500,000.00	\$12,900,000.00	\$27,400,000.00
2011			\$16,500,000.00	\$15,280,000.00	\$31,780,000.00
2012			\$16,500,000.00	\$21,836,800.00	\$38,336,800.00
2013			\$17,500,000.00	\$30,252,576.00	\$47,752,576.00
2014			\$18,500,000.00	\$49,354,095.00	\$67,854,095.00
2015			\$19,000,000.00	63,593,329.00	\$82,593,329.00
2016			\$19,500,000.00	\$74,433,039.00	\$93,933,039.00
2017			\$21,500,000.00	\$86,928,481.00	\$108,428,481.00
2018			\$16,500,000.00	\$81,422,611.00	\$97,922,611.00
TOTAL:			\$167,000,023.00	\$436,472,498.00	\$603,472,521.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
					
Speed Code FA00000048	Account Code 70600000				

**AMENDMENT FOUR
TO FA-09-25220-00 / 2904**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and AT&T Corp., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. Attachment B is deleted in its entirety and replaced with the new Attachment B attached hereto.

The revisions set forth herein shall be effective September 29, 2010. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

AT&T CORP.



SIGNATURE

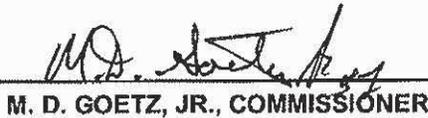
9/24/10

DATE

Xavier D. Williams, SVP - Government, Education and Medical Markets

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:



M. D. GOETZ, JR., COMMISSIONER

9-24-10

DATE

Description	Detail	Unit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
			Unit Cost									
End Site WAN Circuit with Internet access for K-12	1.544 Mbps	/month	\$525.00	\$525.00	\$525.00	\$525.00	\$525.00	\$525.00	\$525.00	\$525.00	\$525.00	\$525.00
	3 Mbps	/month	\$924.99	\$924.99	\$924.99	\$924.99	\$924.99	\$924.99	\$924.99	\$924.99	\$924.99	\$924.99
	4.5 Mbps	/month	\$1,324.99	\$1,324.99	\$1,324.99	\$1,324.99	\$1,324.99	\$1,324.99	\$1,324.99	\$1,324.99	\$1,324.99	\$1,324.99
	6 Mbps	/month	\$1,724.99	\$1,724.99	\$1,724.99	\$1,724.99	\$1,724.99	\$1,724.99	\$1,724.99	\$1,724.99	\$1,724.99	\$1,724.99
	7.5 Mbps	/month	\$2,124.99	\$2,124.99	\$2,124.99	\$2,124.99	\$2,124.99	\$2,124.99	\$2,124.99	\$2,124.99	\$2,124.99	\$2,124.99
	10.5 Mbps	/month	\$2,924.99	\$2,924.99	\$2,924.99	\$2,924.99	\$2,924.99	\$2,924.99	\$2,924.99	\$2,924.99	\$2,924.99	\$2,924.99
	16 Mbps	/month	\$3,363.73	\$3,363.73	\$3,363.73	\$3,363.73	\$3,363.73	\$3,363.73	\$3,363.73	\$3,363.73	\$3,363.73	\$3,363.73
	25 Mbps	/month	\$3,868.29	\$3,868.29	\$3,868.29	\$3,868.29	\$3,868.29	\$3,868.29	\$3,868.29	\$3,868.29	\$3,868.29	\$3,868.29
	DS3 - 45 Mbps	/month	\$4,448.54	\$4,448.54	\$4,448.54	\$4,448.54	\$4,448.54	\$4,448.54	\$4,448.54	\$4,448.54	\$4,448.54	\$4,448.54
	Metro Ethernet 2 Mbps	/month	\$787.49	\$787.49	\$787.49	\$787.49	\$787.49	\$787.49	\$787.49	\$787.49	\$787.49	\$787.49
	Metro Ethernet 4 Mbps	/month	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
	Metro Ethernet 8 Mbps	/month	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00	\$1,150.00
	Metro Ethernet 10 Mbps	/month	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
Metro Ethernet 20 Mbps	/month	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00	
Metro Ethernet 50 Mbps	/month	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00	
Metro Ethernet 100 Mbps	/month	\$2,795.00	\$2,795.00	\$2,795.00	\$2,795.00	\$2,795.00	\$2,795.00	\$2,795.00	\$2,795.00	\$2,795.00	\$2,795.00	
Metro Ethernet 200 Mbps	/month	\$4,891.00	\$4,891.00	\$4,891.00	\$4,891.00	\$4,891.00	\$4,891.00	\$4,891.00	\$4,891.00	\$4,891.00	\$4,891.00	

Exhibit 3

DECLARATION

I, Rex Miller, am Senior Vice President of Education Networks of America, Inc. (ENA), and am authorized to represent it and to make this Declaration on its behalf.

I was primarily responsible for preparing ENA's pricing proposal in its Response to Request for Proposal Number 11-4 of the Metropolitan Nashville Public Schools on behalf of the Tennessee E-Rate Consortium, submitted on March 4, 2011. I hereby confirm and certify that ENA's pricing proposal, as submitted and accepted, would not have been impacted or different if the initial Consortium membership had been greater than the 79 initial members listed on its FCC Form 470 submitted on February 4, 2011 and, specifically, if the 43 additional school districts that joined the Consortium later that year and sought to take service under the consortium's contract with ENA had been included on that initial FCC Form 470. This is due to the fact that ENA formulated its pricing proposal with the knowledge that the resulting contract would in any event be available to be opted into by any school district in the state of Tennessee, as mandated by state law, without regard to the number of districts or sites that were listed on an FCC Form 470. This same state law applied to ENA's predecessor consortium contract in Tennessee and allows any Tennessee school system to purchase off another school system's contract, so it was well known by all parties.

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

Executed on this 25th day of September, 2014



Rex Miller

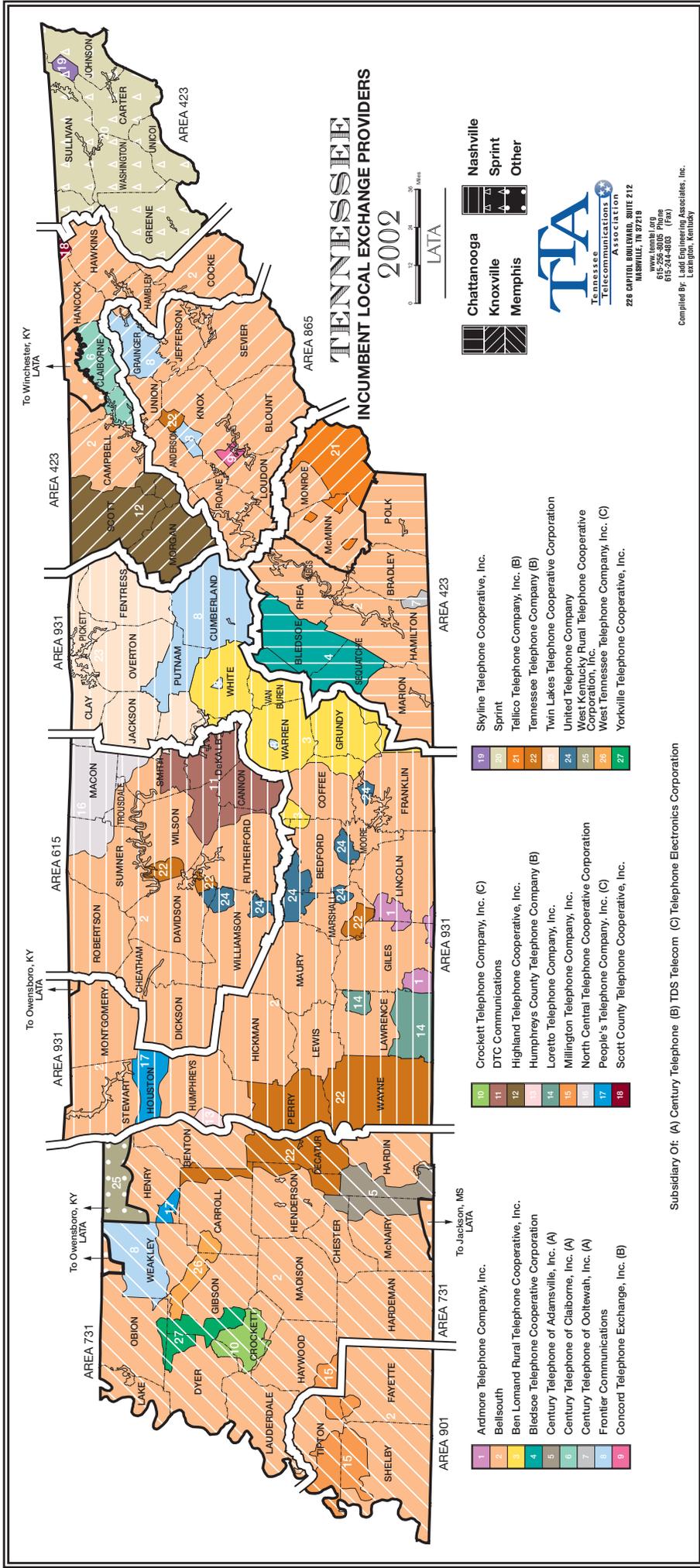
Exhibit 4

GROUP OF 79		Applicant	Rural or Non-Rural	Status Determined by County Status on USAC Website or 471?		2011 Form 471 Number	No. of Buildings
BEN							
128334		Alcoa City Scholl District	Non-Rural	471	471	785522	5
128322		Bristol City School System	Non-Rural	471	471	809766	9
128325		Elizabethton City School District	Non-Rural	471	471	786199	6
128476		Humboldt City School District	Non-Rural	471	471	816296	5
128318		Johnson City School District	Non-Rural	471	471	781090	13
128234		Lebanon Special School District	Non-Rural	471	471	801396	8
128361		Lenoir City School District	Non-Rural	471	471	809320	5
128258		Metropolitan Nashville Public Schools	Non-Rural	471	471	809781	155
128382		Oak Ridge Schools	Non-Rural	471	471	781016	7
128391		Rogersville City School District	Non-Rural	471	471	798293	1
128340		Anderson County School District	Non-Rural	County	County	802505	20
128324		Carter County BD of Education	Non-Rural	County	County	816432	20
128215		Dickson County Scholl District	Non-Rural	County	County	782325	17
128433		Fayette County School District	Non-Rural	County	County	805157	13
128315		Hamilton County School District	Non-Rural	County	County	798712	80
128407		Knox County School District	Non-Rural	County	County	816813	92
128250		Robertson County School District	Non-Rural	County	County	815919	23
128396		Sevier County School District	Non-Rural	County	County	792730	30
128440		Shelby County School District	Non-Rural	County	County	802782	58
128320		Sullivan County School District	Non-Rural	County	County	812724	28
128421		Tipton County School District	Non-Rural	County	County	791845	17
128327		Unicoi County Schools	Non-Rural	County	County	794541	9
128368		Union County School District	Non-Rural	County	County	799048	10
128233		Wilson County School District	Non-Rural	County	County	782400	23
128415		Bells School District	Rural	471	471	776320	1
128465		Bradford Special School District	Rural	471	471	816732	3
128273		Cleveland City School District	Rural	471	471	805447	12
128426		Dyersburg City School District	Rural	471	471	801054	6
128285		Etowah City School District	Rural	471	471	777012	1
128287		Fayetteville City School District	Rural	471	471	807886	4
128346		Greenville City Schools	Rural	471	471	801077	10
128466		Hollow Rock Bruceston School District	Rural	471	471	773009	2
128478		Huntingdon Special School District	Rural	471	471	803247	4
128483		Lexington City Elem School District	Rural	471	471	810841	3
128296		Manchester City School District	Rural	471	471	816356	5
128485		Milan Special School District	Rural	471	471	806719	4
128377		Newport City School District	Rural	471	471	775811	1
128453		Paris Special School District	Rural	471	471	803784	4
128304		Richard City Indep School District	Rural	471	471	789789	1
128492		Trenton Special School District	Rural	471	471	820001	5
128309		Tulahoma City Schools	Rural	471	471	801420	9
128460		Union City Schools	Rural	471	471	801069	4
128246		Bedford County School District	Rural	County	County	811038	16
128300		Bledsoe County School District	Rural	County	County	801073	8

BEN	Applicant	Status Determined by County Status on USAC Website or 471?			2011 Form 471 Number	No. of Buildings
		Rural or Non-Rural	County	County		
128272	Bradley County School District	Rural	County	802498	18	
128352	Campbell County School District	Rural	County	803725	14	
128404	Claiborne County Bd of Education	Rural	County	803663	15	
128375	Cocke County Schools	Rural	County	813633	15	
128297	Coffee County School District	Rural	County	797898	10	
128414	Crockett County School District	Rural	County	816691	7	
128248	De Kalb County School District	Rural	County	777552	6	
128470	Decatur County School District	Rural	County	815207	5	
128517	Fentress County School District	Rural	County	776319	7	
128472	Gibson County Special Shool District	Rural	County	803701	10	
128345	Greene County School District	Rural	County	809101	19	
128371	Hamblen County School District	Rural	County	780986	21	
128416	Hardeman County School District	Rural	County	775229	14	
128418	Haywood County School District	Rural	County	803740	7	
128211	Hickman County School District	Rural	County	802490	9	
128520	Jackson County School District	Rural	County	775819	5	
128463	Jackson-Madison County School System	Rural	County	784258	29	
128341	Jefferson County Schools	Rural	County	806883	11	
128333	Johnson County School District	Rural	County	775815	10	
128231	Macon County School District	Rural	County	781758	8	
128290	Marion County School District	Rural	County	805164	12	
128236	Marshall County Board of Educ	Rural	County	791928	11	
128493	Maury County School District	Rural	County	791916	24	
128265	McMinn County School District	Rural	County	808066	12	
128490	McNairy County Board of Education	Rural	County	801041	9	
128279	Meigs County Schools	Rural	County	810426	5	
128295	Monroe County School District	Rural	County	775818	13	
128458	Obion County School District	Rural	County	816393	10	
128275	Rhea County School District	Rural	County	803712	10	
128357	Roane County School District	Rural	County	775814	20	
128281	Sequatchie County Bd of Education	Rural	County	805149	5	
128208	Smith County Board of Education	Rural	County	785524	11	
128469	South Carroll County School District	Rural	County	792336	1	
128240	Warren County School District	Rural	County	801060	15	
128446	Weakley County School District	Rural	County	818547	12	
				Total Rural	513	
				Total Non-Rural	654	
				Grand Total	1167	
				% Rural	43.96%	
				% Non-Rural	56.04%	

GROUP OF 43		Applicant		Rural or Non-Rural		Status Determined by County Status on USAC Website or 471?		2012-13 Form 471 #		No. of Buildings	
BEN											
128367	Blount County Schools	Non-Rural	County	839045	23						
128207	Cheatham County School District	Non-Rural	County	854571	14						
128338	Clinton City School District	Non-Rural	471	833671	4						
128390	Hawkins County School District	Non-Rural	County	834701	20						
128331	Kingsport City School District	Non-Rural	471	835300	16						
128362	Loudon County School District	Non-Rural	County	832413	11						
128366	Maryville City School District	Non-Rural	471	833091	9						
128406	Memphis City School District	Non-Rural	471	841031	192						
128386	Murfreesboro City School District	Non-Rural	471	830591	13						
128401	Sumner County School District	Non-Rural	County	837167	47						
128505	Washington County School District	Non-Rural	County	851996	18						
128266	Athens City School District	Rural	471	839671	6						
128255	Cannon County School District	Rural	County	826426	8						
128513	Clay County School District	Rural	County	838454	6						
128515	Cumberland County School District	Rural	County	832021	13						
128277	Dayton City School District	Rural	471	829969	1						
128425	Dyer County School District	Rural	County	835285	11						
128393	Grainger County School District	Rural	County	843441	8						
128262	Grundy County Schools	Rural	County	857728	9						
128398	Hancock County School District	Rural	County	838456	5						
128488	Hardin County School District	Rural	County	840362	10						
128480	Henderson County School District	Rural	County	839656	12						
128220	Houston County School District	Rural	County	839052	6						
128253	Humphreys County Schools	Rural	County	858374	8						
128436	Lake County School	Rural	County	854749	4						
128430	Lauderdale County School District	Rural	County	841585	9						
128499	Lawrence County School District	Rural	County	840358	14						
128288	Lincoln County School District	Rural	County	844227	11						
128443	McKenzie Special School District	Rural	471	829967	4						
128241	Morgan County School District	Rural	County	829970	11						
128522	Oneida Special School District	Rural	471	825063	3						
128238	Overton County School District	Rural	County	845721	9						
128511	Perry County School District	Rural	County	831018	6						
128269	Pickett County School District	Rural	County	839051	3						
128509	Polk County School District	Rural	County	835890	7						
128350	Putnam County School District	Rural	County	860153	23						
128217	Scott County School District	Rural	County	839067	9						
128225	Stewart County BD of Education	Rural	County	828270	6						
128528	Sweetwater City School District	Rural	471	860334	5						
128328	Van Buren County School District	Rural	County	853185	4						
128457	Wayne County Schools	Rural	County	826423	9						
128525	West Carroll Special School District	Rural	471	828273	4						
128525	White County School District	Rural	County	832025	12						
Total Rural									256		

Exhibit 5



TENNESSEE 2002 INCUMBENT LOCAL EXCHANGE PROVIDERS

Chattanooga
Knoxville
Memphis

Nashville
Sprint
Other



228 CAPITAL BUILDING, SUITE 212
MEMPHIS, TN 38216
www.tia.org
615-256-8005 Phone
615-244-4803 (Fax)
Compiled By: Lael Engineering Associates, Inc.
Lexington, Kentucky

- 10 Ardmore Telephone Company, Inc.
- 11 Bellsouth
- 12 Ben Lomand Rural Telephone Cooperative, Inc.
- 13 Bledsoe Telephone Cooperative Corporation
- 14 Century Telephone of Adamsville, Inc. (A)
- 15 Century Telephone of Claborne, Inc. (A)
- 16 Century Telephone of Ooltewah, Inc. (A)
- 17 Frontier Communications
- 18 Concord Telephone Exchange, Inc. (B)
- 19 Crockett Telephone Company, Inc. (C)
- 20 DTC Communications
- 21 Highland Telephone Cooperative, Inc.
- 22 Humphreys County Telephone Company (B)
- 23 Loretto Telephone Company, Inc.
- 24 Millington Telephone Company, Inc.
- 25 North Central Telephone Cooperative Corporation
- 26 People's Telephone Company, Inc. (C)
- 27 Scott County Telephone Cooperative, Inc.
- 19 Skyline Telephone Cooperative, Inc.
- 20 Sprint
- 21 Tellico Telephone Company, Inc. (B)
- 22 Tennessee Telephone Company (B)
- 23 Twin Lakes Telephone Cooperative Corporation
- 24 United Telephone Company
- 25 West Kentucky Rural Telephone Cooperative Corporation, Inc.
- 26 West Tennessee Telephone Company, Inc. (C)
- 27 Yorkville Telephone Cooperative, Inc.

Subsidiary Of: (A) Century Telephone (B) TDS Telecom (C) Telephone Electronics Corporation

43 Districts not originally on MNPS contract

School System	County	Location	Type	Telco Area
ATHENS CITY SCHOOL DISTRICT	McMinn	East	Rural	ATT
BLOUNT COUNTY SCHOOLS	Blount	East	Urban	ATT
CANNON COUNTY SCHOOL DISTRICT	Cannon	Middle	Rural	Independent
CHEATHAM COUNTY SCHOOL DIST	Cheatham	Middle	Urban	ATT
CLAY COUNTY SCHOOL DISTRICT	Clay	Middle	Rural	Independent
CLINTON CITY SCHOOL DISTRICT	Anderson	East	Urban	ATT
CUMBERLAND COUNTY SCHOOL DIST	Cumberland	Middle	Rural	Independent
DAYTON CITY SCHOOL DISTRICT	Rhea	East	Rural	ATT
DYER COUNTY SCHOOL DISTRICT	Dyer	West	Rural	mixed
GRAINGER COUNTY SCHOOL DISTRICT	Grainger	East	Rural	Independent
GRUNDY COUNTY SCHOOLS	Grundy	Middle	Rural	Independent
HANCOCK COUNTY SCHOOL DISTRICT	Hancock	East	Rural	ATT
HARDIN COUNTY SCHOOL DISTRICT	Hardin	West	Rural	mixed
HAWKINS COUNTY SCHOOL DISTRICT	Hawkins	Upper East	Urban	Independent
HENDERSON COUNTY SCHOOL DIST	Henderson	West	Rural	mixed
HOUSTON COUNTY SCHOOL DISTRICT	Houston	Middle	Rural	Independent
HUMPHREYS COUNTY SCHOOLS	Humphreys	Middle	Rural	mixed
KINGSFORT CITY SCHOOL DISTRICT	Sullivan	Upper East	Urban	Independent
LAKE COUNTY SCHOOL	Lake	West	Rural	ATT
LAUDERDALE COUNTY SCHOOL DIST	Lauderdale	West	Rural	ATT
LAWRENCE COUNTY SCHOOL DIST	Lawrence	Middle	Rural	mixed
LINCOLN COUNTY SCHOOL DISTRICT	Lincoln	Middle	Rural	ATT
LOUDON COUNTY SCHOOL DISTRICT	Loudon	East	Urban	ATT
MARYVILLE CITY SCHOOL DISTRICT	Blount	East	Urban	ATT
MCKENZIE SPECIAL SCHOOL DIST	Carroll	West	Rural	mixed
MEMPHIS CITY SCHOOL DISTRICT	Shelby	West	Urban	ATT
MORGAN COUNTY SCHOOL DISTRICT	Morgan	East	Rural	Independent
MURFREESBORO CITY SCHOOL DIST	Rutherford	Middle	Urban	ATT
ONEIDA SPECIAL SCHOOL DISTRICT	Scott	East	Rural	Independent
OVERTON COUNTY SCHOOL DISTRICT	Overtown	Middle	Rural	Independent
PERRY COUNTY SCHOOL DISTRICT	Perry	Middle	Rural	Independent

PICKETT COUNTY SCHOOL DISTRICT	Pickett	Middle	Rural	Independent
POLK COUNTY SCHOOL DISTRICT	Polk	East	Rural	ATT
PUTNAM COUNTY SCHOOL DISTRICT	Putnam	Middle	Rural	Independent
SCOTT COUNTY SCHOOL SYSTEM	Scott	East	Rural	Independent
STEWART COUNTY BD OF EDUCATION	Stewart	Middle	Rural	ATT
SUMNER COUNTY SCHOOL DISTRICT	Sumner	Middle	Urban	mixed
SWEETWATER CITY SCHOOL DIST	Monroe	East	Rural	ATT
VAN BUREN COUNTY SCHOOL DIST	Van Buren	Middle	Rural	Independent
WASHINGTON COUNTY SCHOOL DIST	Washington	Upper East	Urban	Independent
WAYNE COUNTY SCHOOLS	Wayne	West	Rural	Independent
WEST CARROLL SPECIAL SCHOOL DISTRICT	Carroll	West	Rural	mixed
WHITE COUNTY SCHOOL DISTRICT	White	Middle	Rural	Independent
		ATT	16	37%
		Other	27	63%

Districts on MNPS 470

District	County	Location	Telco Area
ALCOA CITY SCHOOL DISTRICT	Blount	East	ATT
ANDERSON COUNTY SCHOOL DIST	Anderson	East	ATT
BEDFORD COUNTY SCHOOL DISTRICT	Bedford	Middle	ATT
BELLS SCHOOL DISTRICT	Crockett	West	Mixed
BLEDSOE COUNTY SCHOOL DISTRICT	Bledsoe	Middle	Independent
BRADFORD SPECIAL SCHOOL DIST	Bradford	West	ATT
BRADLEY COUNTY SCHOOL DISTRICT	Bradley	Middle	ATT
BRISTOL CITY SCHOOL SYSTEM	Sullivan	Upper East	Independent
CAMPBELL COUNTY SCHOOL DIST	Campbell	East	ATT
CARTER COUNTY BD OF EDUCATION	Carter	Upper East	Independent
CLAIBORNE COUNTY BD OF EDUC	Claiborne	East	Mixed
CLEVELAND CITY SCHOOL DISTRICT	Bradley	Middle	ATT
COCKE COUNTY SCHOOLS	Cocke	East	ATT
COFFEE COUNTY SCHOOL DISTRICT	Coffee	Middle	ATT
CROCKETT COUNTY SCHOOL DIST	Crockett	West	Independent
DE KALB COUNTY SCHOOL DISTRICT	De Kalb	Middle	Independent
DECATUR COUNTY SCHOOL DISTRICT	Decatur	West	Independent
DICKSON COUNTY SCHOOL DISTRICT	Dickson	Middle	ATT
DYERSBURG CITY SCHOOL DISTRICT	Dyer	West	ATT
ELIZABETHTON CITY SCHOOL DIST	Carter	Upper East	Independent
ETOWAH CITY SCHOOL DISTRICT	McMinn	East	ATT
FAYETTE COUNTY SCHOOL DISTRICT	Fayette	West	ATT
FAYETTEVILLE CITY SCHOOL DIST	Lincoln	Middle	ATT
FENTRESS COUNTY SCHOOL DIST	Fentress	Middle	Independent
GIBSON COUNTY SPECIAL SCH DIST	Gibson	West	ATT
GREENE COUNTY SCHOOL DISTRICT	Greene	Upper East	Independent
GREENEVILLE CITY SCHOOLS	Greene	Upper East	Independent
HAMBLEN COUNTY SCHOOL DISTRICT	Hamblen	East	ATT
HAMILTON COUNTY SCHOOL DIST	Hamilton	Middle	ATT
HARDEMAN COUNTY SCHOOL DISTRICT	Hardeman	West	ATT
HAYWOOD COUNTY SCHOOL DISTRICT	Haywood	West	ATT
HICKMAN COUNTY SCHOOL DISTRICT	Hickman	Middle	ATT

HOLLOW ROCK BRUCETON SCH DIST	Carroll	West	ATT
HUMBOLDT CITY SCHOOL DISTRICT	Gibson	West	ATT
HUNTINGDON SPECIAL SCHOOL DIST	Gibson	West	ATT
JACKSON COUNTY SCHOOL DISTRICT	Jackson	Middle	Independent
JACKSON-MADISON COUNTY SCHOOL SYSTEM	Madison	West	ATT
JEFFERSON COUNTY SCHOOLS	Jefferson	East	ATT
JOHNSON CITY SCHOOL DISTRICT	Washington	Upper East	Independent
JOHNSON COUNTY SCHOOL DISTRICT	Johnson	Upper East	Independent
KNOX COUNTY SCHOOL DISTRICT	Knox	East	ATT
LEBANON SPECIAL SCHOOL DIST	Wilson	Middle	ATT
LENOIR CITY SCHOOL DISTRICT	Loudon	East	ATT
LEXINGTON CITY ELEM SCH DIST	Henderson	West	ATT
MACON COUNTY SCHOOL DISTRICT	Macon	Middle	Independent
MANCHESTER CITY SCHOOL DIST	Coffee	Middle	ATT
MARION COUNTY SCHOOL DISTRICT	Marion	East	ATT
MARSHALL COUNTY BOARD OF EDUC	Marshall	Middle	Mixed
MAURY COUNTY SCHOOL DISTRICT	Maury	Middle	ATT
MCMINN COUNTY SCHOOL DISTRICT	Mcminn	East	ATT
MCMINRY COUNTY BOARD OF EDUC	McNairy	West	Mixed
MEIGS COUNTY SCHOOLS	Meigs	East	ATT
METROPOLITAN NASHVILLE PUBLIC SCHOOLS	Davidson	Middle	ATT
MILAN SPECIAL SCHOOL DISTRICT	Gibson	West	ATT
MONROE COUNTY SCHOOL DISTRICT	Monroe	East	Mixed
NEWPORT CITY SCHOOL DISTRICT	Cocke	East	ATT
OAK RIDGE SCHOOLS	Anderson	East	ATT
OBION COUNTY SCHOOL DISTRICT	Obion	West	ATT
PARIS SPECIAL SCHOOL DISTRICT	Gibson	West	ATT
RHEA COUNTY SCHOOL DISTRICT	Rhea	East	ATT
RICHARD CITY INDEP SCHOOL DIST	Marion	East	ATT
ROANE COUNTY SCHOOL DISTRICT	Roane	East	ATT
ROBERTSON COUNTY SCHOOL DIST	Robertson	Middle	ATT
ROGERSVILLE CITY SCHOOL DIST	Hawkins	Upper East	Independent

	Sequatchie	Middle	Independent	
SEQUATCHIE COUNTY BD OF EDUC		Middle	Independent	
SEVIER COUNTY SCHOOL DISTRICT	Sevier	East	ATT	
SHELBY COUNTY SCHOOL DISTRICT	Shelby	West	ATT	
SMITH COUNTY BOARD OF EDUC	Smith	Middle	Mixed	
SOUTH CARROLL COUNTY SCH DIST	Carroll	West	ATT	
SULLIVAN COUNTY SCHOOL DIST	Sullivan	Upper East	Independent	
TIPTON COUNTY SCHOOL DISTRICT	Tipton	West	Mixed	
TRENTON SPECIAL SCHOOL DIST	Gibson	West	ATT	
TULLAHOMA CITY SCHOOLS	Coffee	Middle	ATT	
UNICOI COUNTY SCHOOLS	Unicoi	Upper East	Independent	
UNION CITY SCHOOLS	Obion	West	ATT	
UNION COUNTY SCHOOL DISTRICT	Union	East	ATT	
WARREN COUNTY SCHOOL DISTRICT	Warren	Middle	Independent	
WEAKLEY COUNTY SCHOOL DISTRICT	Weakley	West	Independent	
WILSON COUNTY SCHOOL DISTRICT	Wilson	Middle	ATT	
		ATT		52
		Other		27
				66%
				34%