



325 Public Street
Providence, RI 02905

December 15, 2014

Letter of Appeal

Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

CC Docket No 02-6

Request for Waiver of Appeal of Administrator's Decision on Appeal, Re: Form 471 Application Number 900441, Issued on October 14, 2014

Authorized person who can best discuss this Appeal with you

Richard Larson
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(preferred mode of contact)

Application Information

<u>Entity</u>	Met School District
<u>Billed Entity Number</u>	16037857
<u>471 Number</u>	900441
<u>Funding Request Number</u>	2448484
<u>SPIN Change Requested (as modified 4/9/2014):</u>	
<u>Original SPIN / Service Provider</u>	143021256 / Conversent Communication
<u>New SPIN / Service Provider</u>	143018998 / Cox Communication
<u>Monthly Recurring Cost</u>	\$3,034.45
<u>Effective Date of Change (modified)</u>	2/1/2014
<u>Discount %</u>	86%
<u>Funding for New Service Provider</u>	\$13,048.13

Document Being Appealed: Administrator's Decision on Appeal, Re: Form 471 Application Number 900441, Issued on October 14, 2014¹

Decision on Appeal: Denied

Explanation: USAC determined that your Service Provider Identification Number (SPIN) change request did not comply with the FCC's operational SPIN change requirements and/or failed to meet the minimum processing standards and deadlines outlined on USAC's website. Specifically, your operational SPIN change request was denied because the newly selected service provider did not receive the next highest point value in the original bid evaluation.

While you make an argument for the waiver of competitive bidding and SPIN change rules, USAC does not have authority to waive the FCC's competitive bidding and SPIN change rules. Therefore your appeal is denied.

¹ Administrator's Decision on Appeal letter from Schools and Libraries Division, USAC, to Richard Larson, consultant for Met School District, dated October 14, 2014, re: Form 471 Application Number 900441, Funding Request Number 2448484 (ADL).

In its Copan order, the FCC determined that ... Once a contract for products or services is signed by the applicant and service provider, the applicant may not change to a different service provider unless (1) there is a legitimate reason to change providers (e.g., a breach of contract or the service provider is unable to perform); and (2) the newly selected service provider received the next highest point value in the original bid evaluation, assuming there was more than one bidder.²

Appeal:

Met School District (The Met) respectfully requests that the FCC waive the rule in paragraph 91 of the Sixth Report and Order requiring (as quoted in the ADL Explanation) and approve the requested SPIN change for FRN 2448484 from Conversent Communication (Conversent – SPIN 143021256) to Cox Communication (Cox – SPIN 143018998) as of 2/1/2014. This SPIN change will allow The Met access to \$13,048.13 of funding for Cox’s service for five months from February through June 2014.

The Met respectfully contends that the service provider with the second highest point value, Jive Communications (Jive – SPIN 143033971), was contacted on 11/5/2013 and was given the opportunity to renew its bid of three years earlier, but declined to do so. As The Met noted on the SPIN change request, Jive conceded that it could not provide adequate internet service in support of its VoIP service to make a competent proposal. With the number two bidder from FY 2011 excluding itself from the SPIN change process and with no other bids from the FY 2011 bid process, The Met solicited bids from Verizon and Cox, and selected Cox as its VoIP service provider to replace Conversent Communication.

The Met respectfully contends that it should not be required to change from one seriously flawed service provider (Conversent) to a second provider, Jive, whose service is based on the same inadequate level of internet service. Adding insult to injury, this action would have forced The Met to pay the full price (in the range of \$10-20K) to purchase equipment to make this action technically feasible.

Background:

In February 2011, The Met Requested bids on hosted VoIP service and broadband internet service for the purpose of upgrading the telecommunications and internet service for their facilities.³ In March 2011, The Met signed a three-year contract with Conversent Communications for combined VoIP and internet services.⁴ At the time The Met felt that it might be better to have both of these two services provided by the same vendor; nevertheless the services were evaluated separately. There were two bidders for internet service with Conversent being selected over RINET, and there were two bidders for VoIP service with Conversent being selected over Jive.

Conversent’s service started in October 2011, and during the following months through the autumn of 2013, Conversent’s poor quality of service severely hampered the educational

² The portion of the Explanation starting with “*Once a contract ...*” and ending with “*... more than one bidder.*” is a direct quote of paragraph 91 of the Sixth Report and Order, FCC 10-175, “A National Broadband Plan For Our Future”, CC Docket No. 02-6, adopted September 23, 2010.

³ FCC Form 470 # 97547000885474 for funding year 7/1/ of paragraph 91 of the Sixth Report and Order 2011 – 6/30/2012, posted and certified by Met School District on 2/22/2011.

⁴ Contract between The Metropolitan Regional Career and Business Centre (Met School District) and One Communications (Conversent Communications) for services from 7/1/2011 through 6/30/2014, signed on 3/24/2011 by Lucas J. Lussier, Business Manager for Met School District. *Note that we use Conversent throughout this letter to refer to One Communications and to Earthlink.*

process at The Met and caused The Met to search for a new VoIP and internet service provider.⁵ The Met had learned two important lessons from the experience:

1. Having one service provider for both VoIP and internet services was essential to enable the District to hold the service provider accountable for the contractual quality of service. Even though Conversent was the sole provider, time and time again Conversent blamed the poor internet bandwidth on VoIP issues and blamed VoIP service issues on internet bandwidth problems. In the final analysis, The Met was able to take decisive action only because they had the good fortune to hire a single provider for both services.
2. The service provider must be a primary provider of internet service. Conversent's major shortcoming as an ISP was that it was a secondary internet provider.

Adhering to the E-rate rules regarding SPIN changes, The Met's Director of Technology, John Anter, contacted Neil Nisbet at Jive Communications on 11/5/2013 to see if Jive offered the VoIP and internet services required by the District. Mr. Nisbet explained that Jive provided only VoIP phone services, and that Jive could only arrange a contact for The Met to obtain direct internet service. After discussing The Met's needs, Mr. Nisbet recommended to Mr. Anter that The Met use a direct internet provider because the broadband solution offered by Jive could not serve The Met's needs.⁶ Mr. Nisbet was so disinterested in being considered as a service provider that he did not bother to follow up in writing to The Met.

Mr. Nesbit's comments to Mr. Anter resonate with the 2011 proposal from Jive, which states "*Jive Broadband offers Class-of-Service Internet connections to schools and libraries.*"⁷ According to one authoritative source, "*Class of Service technologies do not guarantee a level of service in terms of bandwidth and delivery time; they offer a 'best-effort.'*"⁸

Mr. Anter solicited proposals from Cox Communications and Verizon, the only direct internet provider in the area offering VoIP service. Even though Jive declined to renew its bid for services, The Met included the Jive proposal from 2011 in its evaluation of the services. Both the Cox and the Verizon proposals scored significantly higher than the Jive proposal from 2011.⁹

SLD Review of Our June 17, 2014 Appeal:

During the review of the appeal to SLD filed by The Met on 6/17/2014, the reviewer requested The Met provide "*... vendor documentation from Jive, acknowledging that they cannot provide Met with adequate VoIP service (NOTE: the response is related to VoIP only*

⁵ Operational SPIN Change Request for FRN 2448484, submitted on behalf of Metropolitan School District by John Harvey, consultant for The Met, on 3/21/2014, SLD Case # 22-609990. Note that the Effective Date of 4/1/2013 originally requested was in error and a request to change the Effective Date to 2/1/2014 was submitted by Mr. Harvey in his email to SLD reviewer Rajani Ram, subject "*RE: SPIN Change request - FRN 2448498 & 2448484 - App# 900441*", on 4/9/2014.

⁶ Email from John Anter, Director of Technology for The Met, to John Harvey, consultant for The Met, subject "*Earthlink info and documentation*", dated 11/5/2013.

⁷ Proposal from Jive Communications for hosted VoIP submitted in response to Form 470 # 975470000885474, dated 2/23/2011. *Note the description of internet service on p.6.*

⁸ Definition of "Class of Service" from SearchTelecom website.

⁹ Service Provider Bid Response Evaluation Grid for VoIP service signed by Lucas Lussier, Business Manager for The Met, on 11/15/2013. *This grid was used to select the replacement service provider for VoIP service for the remainder of the Conversent contract term. Note that only the Verizon and Cox bids were new; the original Jive bid from 2/23/2011 was included for comparison purposes in spite of Jive's refusal to provide service or a new bid.*

and must so state, Internet access service is not a consideration related to this response.)”¹⁰

However, as noted above, the representative for Jive, Mr. Nisbet, did not email a confirmation to his 11/5/2013 conversation with Mr. Anter. As a result, no documentation existed to satisfy this request. Also, because the 11/5/2013 conversation involved not only the VoIP service but the Internet access service, the reviewer would undoubtedly have dismissed any such documentation.

In the response of 9/26/2014, The Met explained the issues facing it that lead to the change of service providers, the lessons learned from the two years of service failure for both telecommunications and internet access, and the frustration with the E-rate system which would force them to spend in the range of \$10-20K on new hardware (not eligible for E-rate funding) to obtain funding for service from the number two VoIP bidder, Jive.¹¹

It was clear in November of 2013 that Jive Communications was no longer interested in providing service to The Met. The Met is perplexed that the E-rate system would force a no-longer-interested provider to sell services to a customer who fully understood the pitfalls of accepting the service form that provider. It is inconceivable that, with the threat of withholding funds, the E-rate system could intend to force unwilling parties together to the detriment of all parties, most notably to the detriment of the students attending The Met.

Conclusion:

Based on the information and explanations above, The Met respectfully requests that the FCC waive the rule in paragraph 91 of the Sixth Report and Order requiring (as quoted in the ADL Explanation) and approve the requested SPIN change for FRN 2448484 from Conversent Communication (Conversent – SPIN 143021256) to Cox Communication (Cox – SPIN 143018998) as of 2/1/2014. This SPIN change will allow The Met access to \$13,048.13 of funding for Cox’s service for five months from February through June 2014.

The Met respectfully contends that the service provider with the second highest point value, Jive Communications (Jive – SPIN 143033971), was contacted on 11/5/2013 and was given the opportunity to renew its bid of three years earlier, but declined to do so. As The Met noted on the SPIN change request, Jive conceded that it could not provide adequate internet service in support of its VoIP service to make a competent proposal. With the number two bidder from FY 2011 excluding itself from the SPIN change process and with no other bids from the FY 2011 bid process, The Met solicited bids from Verizon and Cox, and selected Cox as its VoIP service provider to replace Conversent Communication.

The Met respectfully contends that it should not be required to change from one seriously flawed service provider (Conversent) to a second provider, Jive, whose service is based on the same inadequate level of internet service. Adding insult to injury, this action would have forced The Met to pay the full price (in the range of \$10-20K) to purchase equipment to make this action technically feasible.

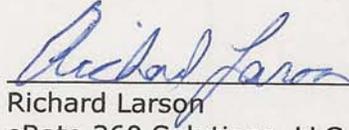
Without a waiver from the FCC, The Met would be forced to spend its E-rate discount for VoIP service to purchase equipment to comply with a requirement in order to obtain the discount – all to receive inferior service.

¹⁰ Letter from Gary Tarantino, Associate Manager, Appeals Team, SLD, to Richard Larson, consultant for Met School District, re FCC Form Application Number 900441, dated 9/23/2014.

¹¹ Email response from Richard Larson, consultant for Met School District, to Gary Tarantino, Associate Manager, Appeals Team, SLD, re “Reminder - Met School District - 900441 9-23-14”, dated 9/26/2014.

The Met appreciates the Commission's consideration of its appeal. We are available to respond to questions or to provide any further information requested by the Commission.

Authorized signature for this Appeal¹²



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Fax: (866) 569-3019
Email: rlarson@erate360.com

Date: _____

12/15/14

¹² "Letter of Agency" from Lucas Lussier, Business Manager for Met School District, authorizing employees of eRate 360 Solutions, LLC, to perform e-rate services on behalf of The Met.



Universal Service Administrative Company
Schools & Libraries Division

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

October 14, 2014

Richard Larson
eRate 360 Solutions, LLC
322 Route 46W, Suite 280W
Parsippany, NJ 07054

Re: Applicant Name: MET SCHOOL DISTRICT
Billed Entity Number: 16037857
Form 471 Application Number: 900441
Funding Request Number(s): 2448484
Your Correspondence Dated: June 17, 2014

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 Administrator's Decision on SPIN Change Request 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): 2448484
Decision on Appeal: **Denied**
Explanation:

- USAC determined that your Service Provider Identification Number (SPIN) change request did not comply with the FCC's operational SPIN change requirements and/or failed to meet the minimum processing standards and deadlines outlined on USAC's website. Specifically, your operational SPIN change request was denied because the newly selected service provider did not receive the next highest point value in the original bid evaluation.

While you make an argument for the waiver of competitive bidding and SPIN change rules, USAC does not have authority to waive the FCC's competitive bidding and SPIN change rules. Therefore your appeal is denied.

- In its Copan Order, the FCC determined that SPIN change requests would be granted when the applicant certifies that (1) the changes are allowed under state and local procurement rules and under the terms of the contract between the applicant and the service provider, and (2) the applicant has notified the original service provider of the intent to change. *See* Request for Review of the Decision of the Universal Service Administrator by Copan Public Schools, Copan, Oklahoma, Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., File No. SLD-26231, CC Docket Nos. 96-45 and 97-21, 15 FCC Rcd 5498, FCC 00-100 para. 6 (rel. Mar. 16, 2000). *See* also SPIN Changes posted in the Reference Area of the SLD section of the USAC website. Once a contract for products or services is signed by the applicant and service provider, the applicant may not change to a different service provider unless (1) there is a legitimate reason to change providers (e.g., breach of contract or the service provider is unable to perform); and (2) the newly selected service provider received the next highest point value in the original bid evaluation, assuming there was more than one bidder. *See* Schools and Libraries Universal Service Support Mechanism, A National Broadband Plan For Our Future, Sixth Report and Order, CC Docket No. 02-6; GN Docket No. 09-51, FCC 10-175 para. 91 (rel. September 28, 2010).

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

Richard Larson
eRate 360 Solutions, LLC
322 Route 46W, Suite 280W
Parsippany, NJ 07054

Billed Entity Number: 16037857
Form 471 Application Number: 900441
Form 486 Application Number:

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

In the Matter of)	
)	
Schools and Libraries Universal Service)	CC Docket No. 02-6
Support Mechanism)	
)	
A National Broadband Plan)	GN Docket No. 09-51
For Our Future)	

SIXTH REPORT AND ORDER

Adopted: September 23, 2010

Released: September 28, 2010

By the Commission: Chairman Genachowski and Commissioners Copps and Clyburn issuing separate statements; Commissioner McDowell approving in part, dissenting in part and issuing a statement; Commissioner Baker approving in part, concurring in part and issuing a statement.

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refreshments or a token gift. Moreover, the federal rules are well-established and have been interpreted frequently, and parties can look to these decisions if there are questions about the propriety of a particular offering. In addition, we find that this rule is appropriate for ease of administration and also to provide clarity for service providers and applicants. Finally, we emphasize again that schools, libraries, and service providers remain subject to applicable state and local restrictions regarding gifts. Thus, to the extent a state or local provision is more stringent than the federal requirements, violation of the state or local provision constitutes a violation of the Commission rule we adopt herein.²⁶⁴

90. AT&T was concerned that a prohibition against gifts might prevent companies from making charitable contributions to schools, or would deter other philanthropic activities, such as employee donations through United Way.²⁶⁵ The rule we articulate today does not discourage companies from making charitable donations to E-rate eligible entities in the support of schools – including, for example, literacy programs, scholarships, and capital improvements – as long as such contributions are not directly or indirectly related to E-rate procurement activities or decisions.²⁶⁶ If contributions have no relationship to the procurement of E-rate eligible services and are not given by service providers to circumvent our rules, including rules that require schools and libraries to pay their own non-discount share for the services they are purchasing, such contributions will not violate the prohibition against gift-giving.²⁶⁷ If applicants or service providers are unclear about a particular anticipated gift, they should seek guidance from USAC or the FCC.²⁶⁸

91. We also offer greater clarity with regard to permissible service provider identification number (SPIN) changes following a competitive bidding process. In the *NPRM*, we proposed to prohibit a service provider from circumventing a competitive bidding process by offering a new, lower price for products and services that have already been competitively bid and are part of an existing contract.²⁶⁹ The Commission currently permits applicants to change service providers for specified reasons (*e.g.*, the service provider went out of business or is unable to perform) after a funding commitment has been issued through the operational SPIN change process.²⁷⁰ Applicants must wait until after the funding commitment has been issued to enable USAC to review and identify any issues related to the competitive

²⁶⁴ See Appendix A, 47 C.F.R. §54.503 as amended herein.

²⁶⁵ See, *e.g.*, AT&T Comments at 6.

²⁶⁶ See Appendix A, 47 C.F.R. § 54. 503(d)(4) as amended herein.

²⁶⁷ *Id.*

²⁶⁸ As noted above, parties must also comply with applicable state and local requirements, which might bar such contributions.

²⁶⁹ Specifically, in the *E-rate Broadband NPRM*, we proposed to provide the following example: “[o]nce a contract for products or services is signed by the applicant and service provider, a different service provider may not circumvent the bidding process and offer a new, lower price for the same products and services.” See *E-rate Broadband NRPM*, 25 FCC Rcd at 6884-85, para. 29.

²⁷⁰ See, *e.g.*, *Copan Order*, 15 FCC Rcd 5498 (allowing SPIN changes whenever an applicant certifies that (1) the SPIN change is allowed under its state and local procurement rules and under the terms of the contract between the applicant and its original service provider, and (2) the applicant has notified its original service provider of its intent to change service providers). The Commission also stated that SPIN changes are no longer restricted to those categories enumerated in the USAC guidelines (*i.e.*, service provider refuses to participate, has gone out of business, or has breached its contract). *Id.* at 5501, para. 6. See also USAC website, Schools and Libraries, SPIN Change Guidance, available at <http://www.usac.org/sl/about/changes-corrections/spin-change-guidance.aspx> (last visited Sept. 14, 2010).

bidding process of the original service provider.²⁷¹ There may be some instances, however, where the reason for the SPIN change is not consistent with program purposes. For example, the applicant might identify a service provider as the winning bidder but intend to change providers through the SPIN change process as soon as USAC issues a funding commitment. We believe that this type of conduct is inappropriate and is not conducive to a fair and open competitive bidding process. Therefore, to alleviate uncertainty regarding the types of SPIN changes that are permissible following a competitive bidding process, we clarify that once a contract for products or services is signed by the applicant and service provider, the applicant may not change to a different service provider unless (1) there is a legitimate reason to change providers (*e.g.*, breach of contract or the service provider is unable to perform); and (2) the newly selected service provider received the next highest point value in the original bid evaluation, assuming there was more than one bidder.²⁷²

92. Some commenters challenged the statement in the *NPRM* that “[a] service provider may provide information to an applicant about products or services – including demonstrations – before the applicant posts the FCC Form 470, but not during the bid selection process.”²⁷³ They argue that applicants need vendor information during the bid selection process in order to make the best decision about the services they are requesting.²⁷⁴ We agree with these commenters and note that, currently, service providers are permitted to supply information about their products and services during the 28-day waiting period.²⁷⁵ Our concern regarding vendor communication during the 28-day waiting period was not about the specific products or services being requested, but rather about ensuring that potential bidders are not influencing the bidding process by providing inappropriate assistance as explained above.²⁷⁶ Thus, we clarify that we do not prohibit communications during the 28-day waiting period as long as all parties are privy to the same information from the applicant during that period and the communications are consistent with any applicable state or local competitive bidding requirements.

III. ELIGIBLE SERVICES LIST

A. Background

93. Through the E-rate program, eligible schools and libraries may receive discounts for eligible services, including telecommunications services, Internet access, and internal connections.²⁷⁷ Section 254 gives the Commission authority to designate “telecommunications services” and additional services eligible for support through the E-rate program.²⁷⁸ The Commission also has determined that it

²⁷¹ See USAC website, Schools and Libraries, SPIN Change Guidance, available at <http://www.usac.org/sl/about/changes-corrections/spin-change-guidance.aspx> (last visited Sept. 14, 2010).

²⁷² We note that applicants must still comply with the procedures described in the *Copan Order*. See *Copan Order*, 15 FCC Rcd 5498.

²⁷³ *E-Rate Broadband NPRM*, 25 FCC Rcd at 6885, para. 30.

²⁷⁴ See, *e.g.*, EdLiNC Comments at 17; NYSED Comments at 5; AASA & AESA Comments at 3; Qwest Comments at 3; Pittsburgh Public Schools Comments at 2-3.

²⁷⁵ See, *e.g.*, USAC website, Schools and Libraries, Service Providers, available at <http://www.usac.org/sl/about/training-sessions/training-2003/2003-presentations.aspx> (last visited Sept. 14, 2010).

²⁷⁶ See *supra* para. 86.

²⁷⁷ 47 C.F.R. §§ 54.502, 54.503, 54.506, 54.517.

²⁷⁸ 47 U.S.C. § 254(c)(1), (c)(3), (h)(2)(A). Congress charged the Commission with establishing competitively neutral rules to enhance access to advanced telecommunications and information services for all public and nonprofit elementary and secondary school classrooms and libraries; and also provided the Commission with the authority to designate “special” or “additional” services eligible for universal service support for schools and libraries. 47 U.S.C. § 254 (c)(3), (h)(2).

NOTE 3

FCC Form 470

Approval by OMB
3060-0806

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.
Please read instructions before beginning this form. (You can also file online at www.usac.org/sl)

Form 470 Application Number: 975470000885474	Applicant's Form Identifier: 16037857-2011-470A
Application Status: CERTIFIED	Posting Date: 02/22/2011
Allowable Contract Date: 03/22/2011	Certification Received Date: 02/22/2011

Block 1: Applicant Address and Information

1 Name of Applicant:
MET SCHOOL DISTRICT

2 Funding Year: 2011 (Funding years run from July 1 through the following June 30)

3 Entity Number: 16037857

4a Street Address, P.O.Box, or Route Number:
325 PUBLIC STREET

City: PROVIDENCE State: RI Zip Code: 02905 -0000

4b Telephone Number: (401) 752 -2600

4c Fax Number: (401) 752 -2602

5a Eligible Entities That Will Receive Services:

Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in Item **15** the entity/entities that will pay the bills for these services.

Individual School (individual public or non-public school)

School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)

Library (including library system, library outlet/branch or library consortium as defined under LSTA)

Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)

Statewide application for (enter 2-letter state code)
representing (check all that apply)

All public schools/districts in the state

All non-public schools in the state

All libraries in the state

5b Recipient(s) of Services - Check all that apply:

Private Public Charter

Tribal Head Start State Agency

5c Number of eligible entities for which services are sought: 3

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:
LUCAS LUSSIER

If the Contact Person's Street Address is the same as **Item 4a** above, check here. If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:
NOTE: USAC will use this address to mail correspondence
325 PUBLIC STREET

City: PROVIDENCE State: RI Zip Code: 02905 -0000

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

6c Telephone Number: (401) 752 -2604

6d Fax Number: (401) 752 -2602

6e E-Mail Address: llussier@metmail.org
Re-enter E-mail Address: llussier@metmail.org

If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name: RICHARD LARSON
Name of Consultant's Employer: E-Rate 360 Solutions, LLC
Consultant's Street Address: 322 Route 46 W Ste 130E

City: Parsippany State: NJ Zip Code: 07054
Consultant's Telephone Number: (888) 279-1661 Ext.
Consultant's Fax Number: (866) 534-1584
Consultant's E-mail Address: rlarsen@erate360.com
Re-enter E-mail Address: rlarsen@erate360.com
Consultant Registration Number: 16048893

Entity Number: 16037857		Applicant's Form Identifier: 16037857-2011-470A							
Contact Person: LUCAS LUSSIER		Phone Number: (401) 752-2604							
Block 2: Summary Description of Needs or Services Requested									
8 Telecommunication Services									
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>									
a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12 Your RFP Identifier:									
b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Service</th> <th style="width:80%;">Quantity and/or Capacity</th> </tr> </thead> <tbody> <tr> <td>Hosted IP Centrex service</td> <td>200 lines at 3 sites</td> </tr> </tbody> </table>				Service	Quantity and/or Capacity	Hosted IP Centrex service	200 lines at 3 sites		
Service	Quantity and/or Capacity								
Hosted IP Centrex service	200 lines at 3 sites								
9 Internet Access									
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>									
a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12 Your RFP Identifier:									
b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.									
Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Service</th> <th style="width:80%;">Quantity and/or Capacity</th> </tr> </thead> <tbody> <tr> <td>Broadband internet service</td> <td>10 mbps</td> </tr> <tr> <td>Hosted IP Centrex service</td> <td>200 lines at 3 sites</td> </tr> </tbody> </table>				Service	Quantity and/or Capacity	Broadband internet service	10 mbps	Hosted IP Centrex service	200 lines at 3 sites
Service	Quantity and/or Capacity								
Broadband internet service	10 mbps								
Hosted IP Centrex service	200 lines at 3 sites								

Entity Number: 16037857		Applicant's Form Identifier: 16037857-2011-470A	
Contact Person: LUCAS LUSSIER		Phone Number: (401) 752-2604	
10 Internal Connections Other Than Basic Maintenance			
<p><i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></p>			
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>			
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).</p>			
Service	Quantity and/or Capacity		
Servers	2: 1 dedicated DHCP server and 1 dedicated DNS server		
Software	Operating System Software for 2 new servers		
Licenses	Client Access Licenses for 2 new servers		
Firewalls	4		
Data Backup Units	1 hard-disc data backup system		
UPS	12 for eligible equipment		
11 Basic Maintenance of Internal Connections			
<p><i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></p>			
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>			
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).</p>			
Service	Quantity and/or Capacity		
Basic Maintenance for eligible equipment in Item 10 above	Servers and data backup unit		

Entity Number: 16037857	Applicant's Form Identifier: 16037857-2011-470A
Contact Person: LUCAS LUSSIER	Phone Number: (401) 752-2604
<p>12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name: John Anter</p> <p>Title: Technical Consultant</p> <p>Telephone Number: (401) 439 - 6866</p> <p>Fax Number:</p> <p>Email Address: johnanter@gmail.com</p> <p>Re-enter E-mail Address: johnanter@gmail.com</p>	
<p>13 <input type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input checked="" type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470. If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.</p>	
Block 3:	
14. [Reserved]	

Entity Number: 16037857	Applicant's Form Identifier: 16037857-2011-470A
Contact Person: LUCAS LUSSIER	Contact Phone Number: (401) 752-2604
Block 4: Recipients of Service	
15 Billed Entities	
List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.	
Entity Number	Entity Name
16037857	MET SCHOOL DISTRICT

Entity Number: 16037857		Applicant's Form Identifier: 16037857-2011-470A	
Contact Person: LUCAS LUSSIER		Contact Phone Number: (401) 752-2604	
Block 5: Certifications and Signature			
16	I certify that the applicant includes: (Check one or both.)		
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	
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 and secondary schools, colleges, and universities).	
17	<input checked="" 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.	
	<input type="checkbox"/>	Or I certify that no technology plan is required by Commission rules.	
18	<input checked="" type="checkbox"/>	I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.	
19	<input checked="" type="checkbox"/>	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 form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.	
20	<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 form 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.	
21	<input checked="" type="checkbox"/>	I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing 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 I have considered what financial resources should be available to cover these costs.	
22	<input checked="" type="checkbox"/>	I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.	
23	<input checked="" type="checkbox"/>	I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making 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.	
24	<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.	
Entity Number: 16037857		Applicant's Form Identifier: 16037857-2011-470A	
Contact Person: LUCAS LUSSIER		Contact Phone Number: (401) 752-2604	
25	Signature of authorized person: <input checked="" type="checkbox"/>		26 Date: 02/22/2011
27a	Printed name of authorized person: Richard Larson		
27b	Title or position of authorized person: Compliance Officer <input checked="" type="checkbox"/> Check here if the consultant in Item 7 is the Authorized Person.		
27c	Street Address, P.O. Box, Route Number, City, State, Zip Code: 322 Route 46W, Suite 280W eRate 360 Solutions, LLC City: Parsippany State: NJ Zip Code: 07054		
27d	Telephone Number of Authorized Person: (888) 535-7771 Ext. 102		
27e	Fax Number of Authorized Person: (866) 569-3019		
27f	E-mail Address of Authorized Person: rlarson@erate360.com Re-enter E-mail Address: rlarson@erate360.com		
27g	Name of Authorized Person's Employer: eRate 360 Solutions, LLC		
<p>Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.</p>			

Entity Number: 16037857	Applicant's Form Identifier: 16037857-2011-470A
Contact Person: LUCAS LUSSIER	Phone Number: (401) 752-2604

NOTICE: In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504 (b). 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. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving 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, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

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 form 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 3 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 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
October 2010

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Service Agreement

NOTE 4

Install Address	Product/ Service	QTY	Term in months	Non-Recurring Charges			Monthly Recurring Charges	Rate
				Install Charge	Promotion	Net Price		
325 Pacific street providence RI 02905	40m OneSol Complete via Cap fiber 100k loc	1	36	\$0.00	\$0.00	\$0.00	\$2000.00	0.02 intra 0.02 inter
	Basic Hosted seats	115	36	\$150.00	\$0.00	\$150.00	\$1725.00	0
	48 port poe switch	3	36	\$0.00	\$0.00	\$0.00	\$204.00	0
	auto attend	1	36	\$0.00	\$0.00	\$0.00	\$30.00	0
	Music on Hold	1	36	\$0.00	\$0.00	\$0.00	\$30.00	0
	Basic lines	4	36	\$0.00	\$0.00	\$0.00	\$70.00	0.025 Lo 0.025 inter 0.025 intra
	monitoring and notification	1	36	\$0.00	\$0.00	\$0.00	\$0.00	0
1 York St Newport RI 02840	15m OneSol Complete via Cap fiber 100k loc	1	36	\$0.00	\$0.00	\$0.00	\$1450.00	0.02 intra 0.02 inter
	Basic Hosted seats	15	36	\$150.00	\$0.00	\$150.00	\$225	0
	24 port poe switch	1	36	\$0.00	\$0.00	\$0.00	\$50.00	0
	Basic Lines	4	36	\$0.00	\$0.00	\$0.00	\$70.00	0.025 Lo 0.025 inter 0.025 intra
	monitoring and notification	1	36	\$0.00	\$0.00	\$0.00	\$0.00	0
362 Dexter St Providence RI 02907	15m OneSol Complete via Cap fiber 100k loc	1	36	\$0.00	\$0.00	\$0.00	\$1450.00	0.02 intra 0.02 inter
	Basic Hosted Seats	15	36	\$150.00	\$0.00	\$150.00	\$225	0
	24 port poe switch	1	36	\$0.00	\$0.00	\$0.00	\$50.00	0



Service Agreement

	monitoring and notification	1	36	\$0.00	\$0.00	\$0.00	\$0.00	0
	Basic Lines	4	36	\$0.00	\$0.00	\$0.00	\$70.00	0.025 Lo 0.025 inter 0.025 intra
						Total NRC	Total MRC	
RCRF of 3.5% will apply to all interstate charges. A \$9.95 billing and collections fee applied to monthly invoice for each customer location that receives a paper invoice.						\$450	\$7649.00	
	OneSolutions Mobile:*							
*One Solutions Mobile will be billed separately.				TOTAL:				

By signing this Service Agreement (this "**Agreement**"), the Customer identified below ("**Customer**") hereby orders from One Communications the products/services listed above (each a "**Service**" and collectively, the "**Services**"). For purposes of this Agreement, "**One Communications**" means one or more subsidiaries of One Communications Corp. that is/are certified to provide the Service(s) in the applicable state(s).

The term with respect to each Service shall begin on the earlier of the date the Service is available for use by Customer or Customer's commencement of use of the Service (the "**Billing Activation Date**") and shall continue for a period of months thereafter as set forth above (the "**Service Term**"), unless earlier terminated in accordance with the terms of this Agreement. One Communications makes no representation or warranty as to when Service will commence. One Communications will use its commercially reasonable efforts to initiate Service as soon as possible, but Customer understands and acknowledges that Service initiation is dependent upon the actions of third parties not under the control of One Communications. If Customer orally orders additional Services or features from One Communications at one or more of the locations covered by this Agreement, this Agreement shall also apply to any such additional Services and/or features unless a new agreement is executed by Customer specifically covering such services and/or features. Services ordered by Customer may not be resold without the prior written approval of One Communications.

Unless Customer has provided One Communications with written notice of its intention to terminate the Service(s) at least thirty (30) days prior to the end of the Service Term, the Service Term shall automatically renew on a month-to-month basis, at the rate(s) specified above, until either party terminates the Service(s) by giving the other party not less than thirty (30) days prior written notice of termination.

All invoices are due and payable within thirty (30) days from the date of invoice. Should Customer fail to pay any undisputed amount when due, Customer shall pay interest on such unpaid amount at the rate of one percent (1.0%) per month until such sum is paid in full. Customer shall notify One Communications in writing of any charge or amount disputed, in good faith, within thirty (30) days of Customer's receipt of the applicable invoice. In no event shall Customer's notice of a good faith dispute relieve Customer from its obligation to pay, in full, all undisputed charges and amounts. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services unless such fraud resulted from the gross negligence or willful misconduct of One Communications.



Service Agreement

Customer shall be responsible for ensuring compliance with any and all applicable laws and regulations concerning the delivery of its Calling Party Identifying Information, including but not limited to calling party name and calling party number. Customer agrees that it will not use the services furnished hereunder to engage in fraudulent activities such as Caller ID spoofing, phishing, or in any unlawful manner. Customer will be liable and indemnify One Communications for any violations of this Agreement.

In addition to the monthly recurring charge(s) and nonrecurring charges, if any, set forth in this Agreement, Customer also agrees to pay (i) unless and until Customer provides One Communications with satisfactory evidence of its exemption from such impositions, all applicable federal, state and local taxes (other than taxes on One Communications net income), imposed on, or with respect to, the Services, any equipment (e.g., routers, phone systems and switches) purchased by Customer from One Communications, and any customer premise equipment of One Communications that is provided by One Communications to deliver the Services ("CPE"), (ii) all governmental fees and/or surcharges in effect from time to time including, but not limited to, Universal Service Fund (USF), E-911, state TRS and payphone surcharges, required or permitted by applicable law, rule or regulation, to be charged to Customer, (iii) fees for special features or services requested by the Customer such as hunting, directory listing, 800 service, inside wiring/cabling and DMARC extension, and (iv) any originating access charges or fees that are actually charged by the incumbent local exchange carrier to One Communications as a result of the unique configuration of the Service.

In the event this Agreement is terminated following its execution by both parties but prior to the Billing Activation Date, certain cancellation fees may apply. Details regarding One Communication's cancellation policy can be found on its website at <http://www.onecommunications.com/legal/terms.aspx>. If Customer disconnects all or any portion of a Service prior to the end of the applicable Service Term (or if One Communications disconnects the Service as a result of a default by Customer), Customer is obligated to pay One Communications an early termination fee calculated in accordance with the applicable One Communications tariff or as specified in the special terms and conditions and/or service addendum for the specific Service, as applicable. In the case of OneSolutions Complete, OneSolutions Dedicated Internet, OneSolutions Ethernet Dedicated Internet, OneSolutions Digital Voice, OneSolutions Enhanced, OneSolutions MPLS VPN, OneSolutions IP PBX and One Solutions Managed Router services, the early termination liability is an amount equal to the applicable monthly fixed charges for such service **multiplied by** the number of months remaining in the Service Term or renewal term, as the case may be, **plus** any expenses incurred by One Communications to discontinue any third party services or circuits used in providing the Service. In the case of One Solutions Basic Business Lines and One Solutions Essential services, the applicable early termination liability also includes any non-recurring charge waived by One Communications to establish such Service(s). The specific termination liability associated with other services offered by One Communications can be located on its web site at <http://www.onecommunications.com/legal/terms.aspx>.

EXCEPT AS PROVIDED IN THE SERVICE LEVEL AGREEMENT, IF ANY, APPLICABLE TO THE SERVICE, ONE COMMUNICATIONS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS FACILITIES, THE SERVICE, OR ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. ONE COMMUNICATIONS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON ITS BEHALF AND CUSTOMER MAY NOT RELY ON ANY SUCH STATEMENT OR WARRANTY AS A WARRANTY OF ONE COMMUNICATIONS.

One Communication's liability to Customer for any cause of action arising out of this Agreement or the Services shall in no event exceed a credit equal to the Service charge to Customer for the affected Service for the period during which such Service was interrupted or unavailable. Under no circumstance shall One Communications be liable to Customer or any third party for damages arising from delays in commencement of Service, loss of information, numbering or directory listing errors, or loss of business. Without limiting the foregoing, in no event shall either party (or its affiliates, employees, officers, directors or agents) be liable to the other party for any incidental, indirect, special, punitive, or consequential damages (including, but not limited to, lost revenue, goodwill, lost profits or lost customers) of any kind whatsoever, regardless of cause or the foreseeability thereof and whether the affected party had reason to know of the possibility of such losses.

One Communications reserves the right to deliver the Services using such delivery technology and/or facilities as it chooses from time to time and Customer acknowledges that the delivery of the Services over certain technologies may require the installation of CPE provided and owned by One Communications. All CPE provided and owned by One Communications will, at all times, remain the property of One Communications. In the event that Customer fails to return such CPE to One Communications (or, at One Communications' option, to permit recovery of CPE by One Communications) in good working order, reasonable wear and tear excepted, within thirty (30) days after termination of the Service(s), Customer shall be responsible for the full replacement cost of the CPE and shall pay One Communications all charges associated with the recovery of that equipment. For avoidance of doubt, the foregoing CPE conditions do not apply with respect to routers or IP PBX systems purchased by Customer from One Communications.



Service Agreement

One Communications may cooperate with law enforcement organizations that have lawfully requested pursuant to a valid subpoena or court order (i) trap and traces, pen registers, wire taps and similar call intercept methods, and (ii) information regarding Customer or any end user of Customer and provide such organizations with any information requested, including, but not limited to, names, email addresses, mailing or contact addresses, IP addresses, telephone numbers, call detail records, or call content.

To the extent that the Services ordered hereby are voice services, converged service consisting of both voice and Internet or data services such Services are also subject to the terms and conditions of One Communications' federal and/or state tariffs or rate sheets, as applicable. Alternatively, to the extent that the Services ordered hereby are managed services (e.g. managed router, managed IP-PBX), exclusively Internet, MPLS, collocation, off-net DSL or voicemail, such Services are also subject to (i) One Communications' Basic Terms and Conditions of Service (the "T&C's"), and (ii) any specific terms and conditions that may apply to such Services, each of which are available on One Communications' web site at <http://www.onecommunications.com/legal/terms.aspx>. One Communications' reserves the right to modify its tariffs, rate sheets, the T&C's and any special terms and conditions at any time and from time-to-time provided, however, that no such amendment or modification shall increase the monthly access charges associated with the Service(s) during the Service Term. The applicable portions of One Communications' tariffs, rates sheets, the T&C's and the special terms and conditions are hereby expressly incorporated herein by this reference. In the event of any conflict between the tariffs and this Agreement, the tariffs shall prevail and in the event of any conflict between the T&C's or any special terms and conditions and this Agreement, this Agreement shall prevail.

The obligation of One Communications to provide the Services to Customer is subject to approval by One Communications of this Agreement and Customer's credit status. Customer's signature below constitutes authorization for One Communications to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, it may be required to submit a cash deposit or guaranty in order to receive the Services. In addition, in the event that One Communications determines, in good faith, that the credit worthiness of Customer has materially deteriorated following the commencement of the Service Term, One Communications' reserves the right to require from Customer a cash deposit or such other security as One Communications may reasonably require.

This Agreement, together with (i) (x) in the case of a Service that is voice, converged voice and Internet or data, the applicable tariffs and rate sheets, or (y) in the case of a Service that is a managed service, Internet, MPLS, collocation, off-net DSL or voicemail, the T&C's and any applicable special terms and conditions, (ii) any service level agreement for the Service(s), (iii) the quality assurance program document, (iv) the One Communications 90-day service guarantee, and (v) any addendum hereto mutually agreed by the parties, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter of this Agreement. A copy of the quality assurance program document and the 90-day service guarantee are available on One Communications' web site at <http://www.onecommunications.com/legal/terms.aspx>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by an authorized representative of each party and specifically stating that the parties intend to modify, amend or supplement this Agreement. This Agreement may not be assigned by Customer without the prior written consent of One Communications, which consent may not be unreasonably withheld, conditioned or delayed. The allocation of a billing telephone number to Customer does not create a property right therein and Customer has no right to assign, sell or otherwise transfer any telephone number to another person or entity. The foregoing restriction does not, however, restrict the ability of Customer to port an assigned number to another service provider of its choice. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Any legal notice to be sent by Customer to One Communications shall be sent to the attention of the General Counsel of One Communications at the following address: 5 Wall Street, Burlington, MA 01803, (F) 781-362-1430. Any legal notice to be sent by One Communications to Customer shall be sent to the address set forth on the signature page to this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law principles. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

There are 5 _____ addendums applicable to this Agreement. By signing this Agreement below, Customer certifies as to the accuracy of the number of Addendums referenced in this paragraph.

[Remainder of Page Intentionally Left Blank]



Service Agreement

Customer Proprietary Network Information Notice and Authorization

One Communications, its affiliates and its successors-in-interest are committed to protecting the confidentiality of your telecommunications service information that we have because you have selected us as your service provider. This information is known as Customer Proprietary Network Information ("CPNI"). Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI and to provide this notice.

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by you, and that is made available to us solely by virtue of our carrier-customer relationship. It includes information contained in your bills pertaining to the telecommunications services we provide to you but does not include information derived from non-telecommunications services we provide to you.

In order to better serve your communications needs and to develop, identify, offer, and provide you with advanced products and services, including some that may be different than the class of service we already provide to you, we may access and use your CPNI and share it with our affiliates, agents, partners and vendors and their subsidiaries.

By signing this Agreement either manually or by e-signature, you consent to our access, use and sharing of CPNI as described above. This consent is valid until revoked by you.

You may elect to decline consent now by checking this box.

To limit or revoke consent at any other time, you must notify us in writing at One Communications, 5 Wall Street, Burlington, MA 01803, Attention Regulatory Compliance, or by fax to (781) 362-1307, or by e-mail at exemption@onecommunications.com. You must provide the following information (i) your name; (ii) service billing address, (iii) ten-digit telephone number(s), and (iv) service account number. Your decision will not affect the provision of services you already receive from One Communications.

[Remainder of Page Intentionally Left Blank]



Service Agreement

ERate Service Start Date - 7/1/11

ONE COMMUNICATIONS

By: Nick Kershaw
(Signature of Authorized One Communications Representative)

Name (please print): Nick Kershaw

Title: SAE

Date: 03/24/2011

Customer: The Metropolitan regional career and technical centre
(Insert Full Legal Business Name of Customer)

X By: [Signature]
(Signature of Authorized Representative of Customer)

Name (please print): Lucas J Lussier

Title: Business Manager

Address for Legal Notices: 325 Public Street, Providence, RI 02905

Attention: Lucas Lussier

Fax Number for Legal Notices: 4017522602

Billing Address:
(if different from legal address specified above)

Billing Contact email address: gsteeere@rfetmail.org

Billing Telephone No.: 4017522603

Date: 03/24/2011

To the extent that Internet Services are ordered hereunder, the terms of One Communications' Acceptable Use Policy, applies.

The OneSolutionsSM Essential, OneSolutionsSM Enhanced, OneSolutionsSM Digital Voice, OneSolutionsSM Complete, RealBusiness \$ense Unlimited Local and Toll Service; RealBusiness \$ense Unlimited Local, Toll and Long Distance Service; CustomizerSM Service; Unlimited UltraT Service; Advantage Unlimited Service; Unlimited Local Business Line; and Unlimited Business Line; are not available for purchase by auto dialers, telemarketers, dial-up internet service providers, call centers and similar type of businesses. In the event that One Communications determines that the above-noted Customer is such a company, One Communications shall be entitled to either (i) terminate any such Service in which case Customer shall be obligated to pay any applicable termination liability associated with a breach of contract by Customer, or (ii) charge the Customer measured service rates, or (iii) charge an additional fee of \$.015 per call, that are equal to or less than, six (6) seconds in length ("Short Duration Calls"). For all Short Duration Calls, One Communications reserves the right to charge such additional fee retroactive to the Billing Activation Date.

To the extent that the Services purchased by Customer hereunder are off-net Services purchased under a 1, 2 or 3 year term plan, the discount associated with such Services, not the price quoted, is guaranteed for the applicable Service Term.

This quote is firm for thirty (30) days from the date specified above unless indicated differently herein. Alterations or changes after thirty (30) days may be made at the discretion of One Communications without notice.



Operational SPIN Change Request

We are applying for an Operational SPIN Change for FRN 2448484 in 471 # 900441 (FY16) for Metropolitan School District (BEN 16037857). The required information is provided below.

1.	Billed Entity Number	16037857																								
2.	Applicant Name	Metropolitan School District																								
3.	Funding Request Number (FRN)	2448484																								
4.	Form 471 Application Number	900441																								
5.	Applicant Contact	John Harvey																								
6.	Applicant Phone	888-535-7771 xtn 110																								
7.	Applicant E-mail address	jharvey@erate360.com																								
8.	Original SPIN	143021256																								
9.	Original Service Provider	Conversent Communication																								
10.	Original Service Provider Contact	Gail Gauthier																								
11.	Original Service Provider Phone	781-362-5819																								
12.	Original Service Provider E-mail address	ggauthier@corp.earthlink.com																								
13.	New SPIN	143018998																								
14.	New Service Provider	Cox Communication																								
15.	New Service Provider Contact	Michele Eramian																								
16.	New Service Provider Phone	401-615-1331																								
17.	New Service Provider E-mail address	Michele.Eramian@cox.com																								
18.	<p>Has the original service provider supplied any services under this funding request? If yes, you must supply the following information. YES</p> <p>For recurring services:</p> <table border="1"> <tr> <td>a.</td> <td>MONTHLY PRE-DISCOUNT AMOUNT for original service provider</td> <td>\$3,034.45</td> </tr> <tr> <td>b.</td> <td>MONTHLY PRE-DISCOUNT AMOUNT for new service provider. Neither a. nor b. may be greater the Item 23c on Form 471.</td> <td>\$3,034.45</td> </tr> <tr> <td>c.</td> <td>EFFECTIVE DATE OF CHANGE The date must be expressed as the first day of the month</td> <td>April 1. 2014</td> </tr> <tr> <td>d.</td> <td>LAST DAY OF SERVICE for new service provider</td> <td>June 30, 2014</td> </tr> </table> <p>For non-recurring services:</p> <table border="1"> <tr> <td>a.</td> <td>ONE-TIME PRE-DISCOUNT AMOUNT for original service provider</td> <td></td> </tr> <tr> <td>b.</td> <td>ONE-TIME PRE-DISCOUNT AMOUNT for new service provider. The sum of a. and b. may be greater the Item 23h on Form 471.</td> <td></td> </tr> <tr> <td>c.</td> <td>EFFECTIVE DATE OF CHANGE The date must be expressed as the first day of the month</td> <td></td> </tr> <tr> <td>d.</td> <td>LAST DAY OF SERVICE for new service provider</td> <td></td> </tr> </table>		a.	MONTHLY PRE-DISCOUNT AMOUNT for original service provider	\$3,034.45	b.	MONTHLY PRE-DISCOUNT AMOUNT for new service provider. Neither a. nor b. may be greater the Item 23c on Form 471.	\$3,034.45	c.	EFFECTIVE DATE OF CHANGE The date must be expressed as the first day of the month	April 1. 2014	d.	LAST DAY OF SERVICE for new service provider	June 30, 2014	a.	ONE-TIME PRE-DISCOUNT AMOUNT for original service provider		b.	ONE-TIME PRE-DISCOUNT AMOUNT for new service provider. The sum of a. and b. may be greater the Item 23h on Form 471.		c.	EFFECTIVE DATE OF CHANGE The date must be expressed as the first day of the month		d.	LAST DAY OF SERVICE for new service provider	
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19.	<p>Please answer the following three questions:</p> <ol style="list-style-type: none"> 1. Are all SPIN changes requested in this letter allowed under all applicable state and local procurement rules? Yes 2. Are the SPIN changes allowable under the terms of the contract, if any, between the applicant and its original service provider? Yes 3. Have you notified your original service provider of your intent to change service providers? Yes <ol style="list-style-type: none"> a. (If your service provider is no longer in business, have you attempted to contact them? If you answered "No" to any of the questions, please explain.
20.	<p>Beginning with FY2011 FRNs, provide the following two items:</p> <ol style="list-style-type: none"> 1. A detailed explanation of the need for the change: <p>With Conversent Communication's service we have experienced numerous outages and despite months of repeated complaints and requests for improvement the service has proven to be extremely unreliable. A major reason that they gave for the outages is that they are a secondary provider of the Internet connection.</p> <p>We therefore need a provider who can provide all aspects of our VOIP service and is a primary provider of the Internet connection. The second high vendor (out of two) on the original evaluation for VoIP service was Jive. However Jive made it clear that they are a secondary provider of the Internet connection and cannot guarantee Quality of Service. For this reason we had to ask for additional bids to determine the replacement service provider. We have selected Cox Communications in large part because they are a primary provider of the Internet connection as well as being able to provide both VoIP and Internet services.</p> 2. The final bid evaluation worksheet (a listing of the bid weighting factors and individual vendors' scores for all vendors that participated in the original competitive bidding process) for the services requested in FRN(s) associated with the SPIN change or, if applicable, a statement that there was only one or no bids received. <p>SEE ATTACHED PDF "Met_VOIP_Evaluation"</p>

From: John Harvey <jharvey@erate360.com>
Sent: Wednesday, April 09, 2014 5:35 PM
To: 'Ram, Rajani'
Subject: RE: SPIN Change request - FRN 2448498 & 2448484 - App# 900441
Attachments: Jive-quote.pdf; MET_Earthlink_Email_11-5-13.pdf; MetSD_FY12_RINET-3yr-contract-signed.pdf; MetSD_FY14_471_808033_app-curr-for RINET spin..pdf; Oshean info.pdf; What is Class of Service (CoS)_ - Definition from WhatIs.com.pdf

Rajani –

Please note, due to a miscommunication with the school district I need to correct Item 18c on the SPIN change request:-

- For FRN 2448484 the EFFECTIVE DATE OF CHANGE should be February 1, 2014
- For FRN 2448498 the EFFECTIVE DATE OF CHANGE should be December 1, 2013

For FRN 2448484

1. Written documentation showing Metropolitan School District gave second highest scoring bidder Jive Communications an opportunity to provide the requested services and written documentation from the second highest scoring bidder supporting the provided reason for not changing the SPIN to the second highest bidder.

Jive Communications submitted a quote with details of the service they could provide. They could only provide Class-of-Service Internet connections, (see pg 6 of attached Jive-quote) which do not guarantee a level of service in terms of bandwidth and delivery time, (see What is CoS ... pdf) The minimum required by the District is Quality-of-Service (QoS). The District also required their VoIP service and Internet connections be provided by the same Service Provider. Since Jive's product is solely VoIP and Jive was unable to provide QoS internet connections they were not selected.

See attached PDF of email of 11/5/13 and statement from John Anter.

"Jive Broadband offers Class-of-Service Internet connections to schools..."

For FRN 2448498

1. If your service provider is no longer in business, RINET, have you attempted to contact them? Please provide the SPIN number for RINET.

We did make attempts to contact RINET. Based on the result of a web-search, it was found that RINET was dissolved and absorbed into OSHEAN Inc. in 2012; therefore the company that originally submitted a bid, RINET, no longer exists. (See attached OSHEAN info pdf.)

RINET SPIN 143005312, see FY14 471 808033 app, pg 4.

Please contact me if you have further questions.

John E. Harvey Jr.
Senior Compliance Officer



eRate 360 Solutions, LLC

322 Route 46W, Suite 280W

Parsippany, NJ 07054

jharvey@erate360.com

Toll Free: 888-535-7771 ext.110

Cell: 973-946-3531

Fax: 866-569-3019

<http://www.erate360.com/>



From: Ram, Rajani [<mailto:Rajani.RAM@sl.universalservice.org>]
Sent: Friday, April 04, 2014 7:38 AM
To: 'John Harvey'
Subject: RE: SPIN Change request - FRN 2448498 & 2448484 - App# 900441

Hello John,

As requested, you have an extension until next Friday, 04/11/2014.

Thank you,

Rajani Ram
Associate Manager, Program Compliance
30 Lanidex Plaza West | Parsippany, NJ 07054
T: 973.581.5366 | F: 973.599.6582
rram@sl.universalservice.org

From: John Harvey [<mailto:jharvey@erate360.com>]
Sent: Thursday, April 03, 2014 3:07 PM
To: Ram, Rajani
Subject: RE: SPIN Change request - FRN 2448498 & 2448484 - App# 900441

Rajani – I am still awaiting some additional information from the School District. Please provide me with an additional 7 days to respond.
Thank you.

John E. Harvey Jr.
Senior Compliance Officer

From: johnanter@gmail.com [<mailto:johnanter@gmail.com>] **On Behalf Of** John Anter
Sent: Tuesday, November 05, 2013 2:01 PM
To: jharvey@erate360.com; Richard Larson; Lucas Lussier; Nic Xifaras
Subject: Earthlink info and documentation

Gentlemen,

Lucas has asked me to handle some of the details regarding our pending contract dissolution with Earthlink.

This is what we've determined through phone calls and research about the original bidders from 2011.

- 1 - RINET no longer exists as an internet provider.
- 2 - I spoke with a representative, Neil Nisbet, from jive.com. He told me that they do not provide dedicated internet and although they could arrange a contact for us with a direct internet provider, we should directly contract our internet provision independently of their service. Their product is solely VoIP.

Also, I've attached a 260 page pdf that documents emails and records relating to the 25 or so outages with Earthlink since December of 2011.

Lucas also asked that I should make arrangements to finalize a SPIN change request. Please advise.

We have been experiencing continuous problems with our present provider and are anxious to move to a working solution. Please let me know of anything I need to do to expedite this as our users are having difficult functioning.

Many thanks,
John

--

John Anter
Director of Technology
Metropolitan Regional Career and Technical Center
325 Public St
Providence, RI 02905
office: 401 752 2677
fax: 401 415 0432
metcenter.org



Met School District

Proposal

Hosted VoIP
Hosted Video/Distance Learning
Hosted Email
Broadband Internet

Form 470 Application #975470000885474

Shannon Nielson
Sales Assistant
Education & Public Sector
877-548-3033
snielson@getjive.com

Jive Communications, Inc.
<http://edu.getjive.com>
SPIN #143033971

Lucas Lussier
Met School District
325 Public Street
Providence, RI 2905



Dear Lucas,

Allow me to introduce Jive Communications, a hosted telecommunications provider for schools and libraries. As you may know, many of your telecom services can now be delivered as hosted solutions, qualifying for Priority 1 funding under the federal E-Rate program. Jive offers several hosted products that are Priority 1 eligible:

- Hosted VoIP (Interconnected VoIP)
- Broadband Internet
- Hosted Email
- Hosted Video Conferencing/Distance Learning

Jive's hosted solutions are extremely cost-effective when compared with traditional premise-based products. Our hosted delivery model maximizes your limited budget and qualifies for funding support under the federal E-Rate program. Instead of paying for these services out of pocket, consider using Jive's hosted services which are eligible for Priority 1 E-Rate funding.

Please take a look at the sample proposal I have prepared for you. This proposal is based on the information in your current Form 470 application. It should give you a good idea of the products and services we offer and how much money you could save.

I would love to prepare a formal bid for you. Please contact me at your convenience to discuss any specific needs you may have.

Sincerely,

A handwritten signature in black ink that reads "Shannon Nielson".

Shannon Nielson
Sales Assistant, Education & Public Sector
Jive Communications, SPIN #143033971
877-548-3033
snielson@getjive.com

Sales Quote

Jive offers institutions the most competitive hosted services in the industry. All our voice features come standard with every plan.



Jive Communications, Inc.
Attn: New Accounts
3214 N. University Ave #610
Provo, UT 84606

Quote Date: 2011-02-23
Valid Until: Sample Only
Prepared By: Shannon Nielson

Customer:
Met School District
325 Public Street
Providence, RI 2905

Form 470 #975470000885474

One-time Charges	Priority-1	Qty	Unit Price	Subtotal
Hosted Email - Setup	X	0	8,500.00	0.00
Interconnected VoIP - Per-user One-Time Charge	X	42	30.00	1,260.00
T1 - Network Access Setup Charge	X	3	550.00	1,650.00
			Subtotal	2,910.00

Monthly Charges	Priority-1	Qty	Unit Price	Subtotal
Interconnected VoIP - Monthly Charge - Per User	X	42	30.00	1,260.00
Hosted Email - Faculty/Staff Box	X	0	4.00	0.00
Hosted Email - Student Box	X	0	1.00	0.00
T1 - Monthly Network Access Charge	X	3	550.00	1,650.00
Cisco SPA504 (Admin Phone, 3-yr Rental)		7	3.50	24.50
Cisco SPA303 (Classroom Phone, 3-yr Rental)		35	2.50	87.50
			Subtotal	3,022.00

Terms and Conditions:

This is a sample quote and is non-binding. The estimates contained in this sample quote are based on information that your organization submitted in conjunction with the federal E-Rate program. Please call 877-548-3033 to obtain an accurate quote. Not all products are available in all areas. E-Rate discounts can only be applied to eligible products and services.

Estimated one-time charges:

\$2,910.00

After E-Rate discounts on eligible items:

\$669.30

Estimated monthly charges:

\$3,022.00

After estimated 77% E-Rate discount:

\$781.30

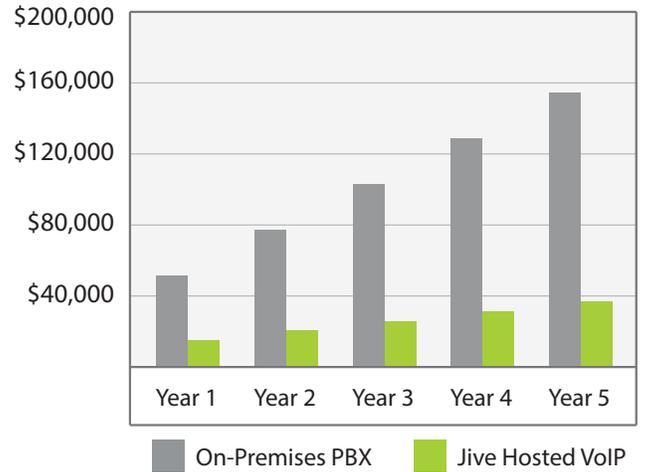
Total Cost of Ownership

On-Premises PBX vs. Jive Hosted VoIP

The Jive Total Cost of Ownership (TCO) Analysis quantifies the significant cost savings available to Priority 1 eligible institutions when switching to Jive Hosted VoIP. This TCO summary is derived from the information found in your 470 application.

Organization Information

Users	42
E-Rate Discount	77%
Full-Time IT Staff Compensation	\$100,000



**Estimated Total Cost of Ownership
Met School District**

Total Cost of Ownership by Year

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Jive Hosted VoIP	14,167	5,478	5,478	5,478	5,478	36,078
On-Premises PBX	50,606	25,826	25,826	25,826	25,826	153,911

On-Premises PBX

It's important to understand all costs associated with on-premises PBX solutions. Major costs include yearly maintenance, software licenses, and IT employee labor costs.

	P-1	Cost
Hardware (purchase)		21,000
Setup Fee (one-time)		3,780
Full-time Employees (0.2 per year)		20,000
Service Fee	✓	1,512
Licenses/maintenance (per year)		3,150

Jive Hosted VoIP

Jive Hosted VoIP requires a small fraction of the employee, hardware, and setup costs associated with an on-premises PBX. These savings produce a substantially lower total cost of ownership.

	P-1	Cost
Hardware (purchase)		8,400
Setup Fee (one-time)	✓	1,260
Full-time Employees (0.02 per year)		2,000
Service Fee (\$30 per user per mo.)	✓	1,260

On-Premises PBX
Per-user Monthly Cost after E-Rate Discount

\$61.08

Jive Hosted VoIP
Per-user Monthly Cost after E-Rate Discount

\$14.32

Jive Communications

Jive Communications offers schools and libraries a suite of hosted communications solutions. Jive combines voice, video, data, and email into a fully-managed service delivered by a single provider. Jive offers the convenience and ease of a single bill and point of contact. With Jive, you'll get state-of-the-art communications solutions at a fraction of traditional prices.

The hosted platform model makes Jive responsible for hardware infrastructure, servers, licensing, maintenance, and all the other expensive and inconvenient parts of delivering a communications solution. You simply pay a flat fee for access to the Priority 1 eligible solutions that you need.

Jive Hosted VoIP

Hosted VoIP is quickly becoming the standard telephony platform for E-Rate eligible institutions. Hosted VoIP introduces a powerful new set of enterprise-grade, productivity-enhancing features to organizations and individuals. This solution replaces local and long-distance line services, and adds features like auto-attendants, conference rooms, voicemail-to-email, find-me follow-me, and more.

Easy Management, More Control.

Jive Hosted VoIP is easy to manage. From the web-based portal, you can modify global settings, user accounts, ring groups, and view comprehensive call reports and analytics.

Jive Hosted VoIP gives you complete control of your phone system. Our support and customer service teams are always on hand to help you make the most of your solution.

Jive Hosted VoIP gives you complete control of your phones.

Jive Hosted VoIP can be easily deployed across multiple locations. Administrators and staff at different campuses can reach each other via extension dialing, and can transfer calls as though they were at the same physical location.



Jive's solution is offered at a much lower price point than legacy telephony systems, delivering a dramatically lower total cost of ownership. You'll never pay another penny in licensing, maintenance, support, or upgrades, all of which are included with your Jive service. Best of all, Hosted VoIP has been on the FCC's "Eligible Services List" since 2007, and is fully eligible for Priority 1 discounts.

Jive HD Video

Jive HD Video is hosted videoconferencing for schools and libraries. This high-definition solution has the power to change how your institution meets, collaborates, and communicates.



Whether your organization uses video to connect administrators, reduce travel costs, or extend the reach of educators, every interaction will be enhanced and improved.

Easy to Use, Surprisingly Affordable.

Jive video stations are extensions of your system, and connect to each other with extension dialing. Distance-learning sessions are easy to manage, and run over broadband internet connections.

Jive HD Video services are Priority 1 E-Rate eligible, giving your organization a video solution that maximizes both productivity and financial flexibility.

Jive Hosted Email

Jive Hosted Email utilizes a Microsoft Hosted Exchange 2010 environment to deliver a Priority 1 eligible hosted email service.

Managing your own mail services is expensive and not eligible for Priority 1 discounts. Jive can manage the entire mail solution in a hosted environment, saving you thousands in personnel, licensing, and maintenance costs.

Fully Hosted, Fully Compliant.

Jive Enhanced Hosted Email includes pre-built templates for CIPA, COPPA, and FERPA compliance. In addition, Jive's Hosted Email service is eligible for Priority 1 E-Rate discounts (FERPA and flesh-filing carry a nominal charge).

Jive Broadband

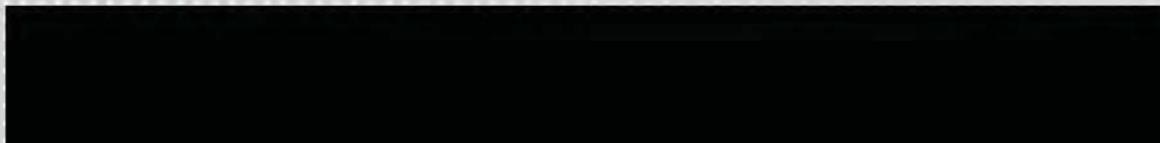
Jive Broadband offers Class-of-Service Internet connections to schools and libraries. T1, DS3, and Ethernet products are available (depending on location), and are all Priority 1 eligible.

Prioritized Traffic, Tier-1 Network.

Jive Broadband dynamically prioritizes voice traffic over other types of data traffic, ensuring voice fidelity even on highly-utilized networks.

Jive Broadband ties all of your services together, and provides the connection over which all Jive hosted solutions are delivered. 





DEFINITION

Class of Service (CoS)



Class of Service (CoS) is a way of managing traffic in a [network](#) by grouping similar types of traffic (for example, e-mail, streaming video, voice, large document file transfer) together and treating each type as a class with its own level of service priority. Unlike Quality of Service ([QoS](#)) traffic management, Class of Service technologies do not guarantee a level of service in terms of [bandwidth](#) and delivery time; they offer a "best-effort." On the other hand, CoS technology is simpler to manage and more scalable as a network grows in structure and traffic volume. One can think of CoS as "coarsely-grained" traffic control and QoS as "finely-grained" traffic control.

There are three main CoS technologies:

- 802.1p Layer 2 Tagging
- Type of Service (ToS)
- Differentiated Services (DiffServ)

802.1p Layer 2 Tagging and CoS make use of three bits in the [Layer 2 packet header](#) that can be used to specify priority. Since three bits does not allow for much sophistication in managing traffic, a new protocol, Differentiated Services (DS or DiffServ), has been developed in draft form by an [IETF](#) Working Group. Differentiated Services uses a different approach to managing packets than simple priority labeling. It uses an indication of how a given packet is to be forwarded, known as the Per Hop Behavior (PHB). The PHB describes a particular service level in terms of bandwidth, [queueing theory](#), and dropping (discarding the packet) decisions.

The Differentiated Services protocol exists as a set of related working documents from the Internet Engineering Task Force ([IETF](#)).

This was last updated in December 2008

Posted by: [Margaret Rouse](#)

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File Extensions and File Formats

File Extension and File Formats List:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z #

Powered by: [WhatIs.com](#)

Service Provider Bid Response Evaluation Grid

Billed Entity Name: _____
 Billed Entity Number: _____
 Funding Year: _____
 Service Description: VoIP
 Date/Time of Evaluation: 11/15/2013
 Evaluation performed by: John Anter

Selection Factors 1	Weighting 2	Bidder #1:		Bidder #2:		Bidder #3:		Bidder #4:		Bidder #5:	
		JIVE Technologies Evaluation Score 3	Weighted Score 4	Verizon Evaluation Score 3	Weighted Score 4	Cox Communications Evaluation Score 3	Weighted Score 4	Evaluation Score 3	Weighted Score 4	Evaluation Score 3	Weighted Score 4
Price (per seat)	40%	8	3.2	9	3.6	10	4				
Call Features	15%	9	1.35	9	1.35	9	1.35				
Admin Console	10%	9	0.9	9	0.9	9	0.9				
Direct Internet Connection	20%	0	0	10	2	10	2				
Equipment Quality	5%	10	0.5	10	0.5	10	0.5				
On-site support	10%	2	0.2	8	0.8	10	1				
			0		0		0				
			0		0		0				
			0		0		0				
			0		0		0				
			0		0		0				
			0		0		0				
Total	100%		6.15		9.15		9.75		0		0

- 1 Selection Factors: Price must be the top factor; all other factors are determined by the evaluator.
- 2 Weighting must add up to 100%. Price must have the highest Weight of all factors.
- 3 Evaluation Score on a scale of 1 to 10; 1=worst (eg. highest price), 10=best (eg. lowest price)
- 4 Weighted Score = Weighting x Score

Evaluator Selection Remarks:

Jive is an over-the-top provider, prefer direct ISP and local presence

Direct Internet Provider:
Local service

Direct Provider: local service:

Bidder Selected by Highest Weighted Score: _____

Signature:  Name: Lucas Lussier Date: 11/15/13

FY 2013 Erate Appeal Information Request

September 23, 2014

Contact Name: Richard Larson
Applicant Name: Met School District
FCC Form 471 Application Number(s): 900441
Response Due Date: October 1, 2014

Dear Appellant:

You were recently sent a written request for additional information needed by the Program Compliance team to review your appeal of the above listed Funding Year 2013 FCC Form 471 Application for Erate discounts. This is a reminder that the response due date is approaching. To date, none of the requested information has been received. The information needed to complete the review is listed below.

Confirmation of Inadequate Service

Your requested SPIN change was not approved because you did not select the service provider that was second in the bid evaluation process for FRN 2448484. The original service provider was Conversent Communications and the second ranked service provider was Jive Communications Inc.

In your appeal letter you indicate that in retrospect you would like to have one service provider for both VoIP and Internet access services and that the desired service provider must be a primary provider of internet services. However, these criteria were not conditions required during the original competitive bidding as evidenced by the fact that you had separate FRNs and separate bidding evaluations for these two services. These post bid requirements changes are therefore not germane to the SPIN change decision.

Your item 21 attachment, which lists the service as: "FRN Total: Local & long distance telephone service for 153 lines at 3 sites via Hosted IP Centrex service" has a request amount of \$3,034.45 monthly, which matches the request amount of FRN 2448484. Therefore the FRN is related to the VoIP only and not the Internet Access service discussed in your appeal letter. The SPIN change appeal decision is therefore restricted to the VoIP service in FRN 2448484 only.

Your justification for not selecting Jive, who was the second ranked service provider for this VoIP service in FRN 2448484, was because they, Jive, could not provide the Met with adequate service. You indicated that the service provider concurred in that position.

Please provide vendor documentation from Jive, acknowledging that they cannot provide Met with adequate VoIP service (NOTE: the response is related to VoIP only and must so state, Internet access service is not a consideration related to this response.)

Response Reminders

Appeals Information Request

Page 2 of 2

Response due: October 1, 2014

Please email or fax the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review of your appeal(s). **If we do not receive the requested information by <Insert Response Due Date>, your appeal(s) will be reviewed using the information currently on file. Failure to send all of the information requested may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your appeal(s), please clearly indicate in your response that it is your intention to cancel your appeal(s); along with the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

A copy of this correspondence is being forwarded to your State Erate Coordinator for informational purposes only.

Thank you for your cooperation and continued support of the Universal Service Program.

Sincerely,

Gary Tarantino

Associate Manager, Appeals Team, Schools and Libraries Division

30 Lanidex Plaza West | Parsippany, NJ 07054

T: 800.200.0818 ext. 5065 | Direct: 973.581.5065 | F: 973.599.6525

gary.tarantino@sl.universalservice.org

From: Richard Larson <rlarson@erate360.com>
Sent: Friday, September 26, 2014 5:35 PM
To: 'Tarantino, Gary'
Subject: RE: Reminder - Met School District - 900441 9-23-14

Gary –

In response to your request, Met School District provides the following:

Per the Director of Technology, John Anter:

We felt it necessary to avoid any future "Over the Top" internet VoIP solution (i.e. Jive Communications) based on our previous bad experiences with EarthLink. We logged in dozens of call tickets for voice issues that went unresolved. There are also inherent QOS issues with all such providers and we did not want to take another step back when choosing our next provider. Installing Jive into our network would have resulted in the same possible bad experiences that we faced with EarthLink since their business model and services mirror each other.

The issues we faced included:

- 1- Significant issues with service and support. EarthLink didn't have point to point control of internet and VoIP services: routing issues between EarthLink and ISP caused several documented outages. Using Jive for VoIP would have put us in the same potential circumstance
- 2- No guarantee of QOS for voice as stated on Jive's website. We value the need for very good phone calls that are non-disruptive to the business unit of The Met and to our constituents and their families.
- 3- VoIP hardware, such as POE switches, gateways, cabling installations and power provisioning, needed to transition from EarthLink were provided as part of the overall solution offered by Cox Business for our 9 buildings across 3 campus locations.

Using an over the top provider would have resulted in the Met absorbing several to ten thousand dollars in additional hardware and installation costs.

- 4- An increase in Internet services would be required for VoIP services not provided by Cox. Cox does not use the Internet lines to transmit their voice calls resulting in better quality for us on the Internet line and on each call.

Per the Business Manager, Lucas Lussier:

I think it is burdensome to an institution, such as in our case, to make them have to invest \$20,000 or more in equipment and infrastructure in order to acquire e-rate discounts on said Jive service. Furthermore, the Met does not qualify for Priority 2 discounts so we would feel the full burden of this costs.

Gary, these folks put up with two years of hellaciously poor service from the original provider, EarthLink, which in the end jeopardized their ability to educate their students to the Met School District's standards and the state of Rhode Island's requirements. During this period, they learned the "hard way" that one of the main causes of the inadequate service was that they were relying upon an internet provider who was not a direct provider of internet access and (to quote Mr. Anter) "didn't have point to point control of internet and VoIP services." In short, their original request for bids on the 470 naively and mistakenly allowed for separation of these services.

Mr. Lussier sums up the issues in a dollars-and-cents way – denial of this appeal implies that the E-rate program would support the inefficient spending of E-rate and applicant funds to obtain inferior service. Personally, I cannot reconcile this with the

philosophical thrust of the FCC's Modernization reform, with its insistence upon providing the most cost-effective broadband service to applicants, and reducing the inefficient waste of program and applicant funds.

As for the only other service provider in this picture, Jive Communications clearly recognized the issues faced by Met School District and turned away from the possibility of taking on Met School District as a paying customer. Denial of this appeal implies that the E-rate program would effectively force Jive to become an ineffective provider to Met School District, something that would benefit neither party and would waste E-rate funds.

We cannot understand how, at the time that Met School District was negotiating the process of switching providers, they could have anticipated that the discussions leading to Jive's withdrawal from the picture should have been documented in such a way as to satisfy a particular question in an appeal many months in the future. The issues were clear to all three parties – EarthLink, Jive, and Met SD. Both EarthLink and Jive willingly ceded this service to Cox. It is inconceivable that, with the threat of withholding funds, SLD could intend to force unwilling parties together to the detriment of all.

Thank you for your consideration. Please contact me with any additional questions or for clarification of the above.

Rich Larson, CEMP*
Director, Client Services



eRate 360 Solutions, LLC

322 Route 46W, Suite 280W
Parsippany, NJ 07054
rlarson@erate360.com
Toll Free: 888-535-7771 ext.102
Cell: 973-452-8718
Fax: 866-569-3019
<http://www.erate360.com/>

** Certified E-Rate Management Professional, E-Rate Management Professionals Association, Inc.*



From: Tarantino, Gary [mailto:Gary.TARANTINO@sl.universalservice.org]
Sent: Tuesday, September 23, 2014 11:15 AM
To: Richard Larson @1-866-569-3019; rlarson@erate360.com
Cc: karen.cooper@ride.ri.gov
Subject: Reminder - Met School District - 900441 9-23-14

Richard,

Please read and respond to the attached reminder notice. Thanks in advance for your response.

Regards,

Gary Tarantino
Associate Manager, Appeals Team, Schools and Libraries Division
30 Lanidex Plaza West | Parsippany, NJ 07054
T: 800.200.0818 ext. 5065 | Direct: 973.581.5065 | F: 973.599.6525
gary.tarantino@sl.universalservice.org

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Letter of Agency

Met School District
Billed Entity Number: 16037857

Letter of Agency For FY 16 (2013 - 2014); FY 17 (2014 - 2015); FY 18 (2015 - 2016)

I hereby authorize eRate 360 Solutions, LLC and its employees: Keith C. Oakley, Steve Tenzer, Rich Larson, Carlos Alvarez, Matt Hetman, Fred Josephs, and Bert Garofano to submit FCC Form 470, FCC Form 471, and other E-rate forms, and to submit various change applications such as SPIN changes and service substitutions, to the Schools and Library Division of the Universal Service Administrative Company on behalf of **Met School District** for all eligible services outlined in the most current "Eligible Services List" published by USAC. I understand that, in submitting these forms on our behalf, you are making certifications for **Met School District**. By signing this Letter of Agency, I make the following certifications

- (a) I certify that **schools in our district** are all 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.
- (b) I certify that our **school district** has 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 to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that our **school district** is covered by a technology plan(s) that is written, that covers all 12 months of the funding year, and that has been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of priority two services. The plan(s) is written at the following level(s):
 an individual technology plan for using the services requested in this application; and/or
 higher-level technology plan(s) for using the services requested in this application; or
 no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
- (d) I certify that the services the district purchases at discounts provided by 47 U.S.C. § 254 will be used solely 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 rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).
- (e) I certify that our **school district** has 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. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) 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.

- (g) 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.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter 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) 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, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that 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.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to eRate 360 Solutions, LLC for E-rate submission is true.

District: Met School District

Date: 10/10/12

Signature: 

Printed Name: Lucas Wessler

Title: Business Manager



eRate 360 Solutions, LLC
322 Route 46 W, Suite 280W
Parsippany, NJ 07054

August 27, 2013

Schools and Libraries Division
30 Lanidex Plaza West
Parsippany, NJ 07054-0685

Re: Letter of Agency Reassignment for Metropolitan School District, Billed Entity Number: 16037857

Metropolitan School District has retained our firm to assist them with E-rate forms processing and communications for Funding Years 2010 through 2016.

eRate 360 Solutions, LLC has on file a Letter of Agency from Metropolitan School District naming several of our employees as the authorized contacts. This Account has been re-assigned within our company to the following authorized contact. Please make note of this new contact information:

John E. Harvey, Jr.
Snr. Compliance Officer
eRate 360 Solutions, LLC
Phone: (888) 535-7771 ext. 110
Email: jharvey@erate360.com

Thank you in advance for your cooperation.

A handwritten signature in black ink that reads "Steve Tenzer". The signature is fluid and cursive.

Steve Tenzer
Vice President, eRate 360 Solutions, LLC