

EXHIBIT 6

Evaluation Matrix for EUSD RFP Bid 2152	Totals	Response Compliance	References	Design	Pricing	School District Experience
AT&T (Vendor 1)	19	3	5	3	3	5
Cox Business (Vendor 2)	24	5	5	4	5	5
Comments:		Both vendors adequately responded and provided the necessary components for the bid. However, per the two scenarios requested by the district, Vendor 2's response was more effective and understandable.	All reference responders provided "favorable" references. No issues or unfavorable remarks were provided.	Both vendors satisfactorily provided "engineered" responses. However, future bandwidth and capacity requirements were addressed effectively with Vendor 2.	Vendor 2 pricing structure was favorable.	Both vendors displayed good experience with school district.

Scale: 5 = Acceptable 3 = Satisfactory 1=Not Acceptable



ICB Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Cust. Account #:
Federal Tax ID/SS #:

Sales Rep: Sally Bowen

CUSTOMER INFORMATION

Company Name: Encinitas Union School District
Doing Business As:
Service Address: 101 S RANCHO SANTA FE RD
City/State/Zip: ENCINITAS, CA - 92024

AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: DAVID DELACALZADA
Title: Director of Information Technology
Business Phone: 760-944-4300 x 1170
Cell Phone:
Business Fax:

BILLING INFORMATION

Billing Name:
Billing Address: 101 S RANCHO SANTA FE RD
City/State/Zip: ENCINITAS, CA - 92024

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: JOHN BRITT
Name:
E-Mail:

Contract Type	Service / Equipment Description	Qty	Term in Months	MRC	NRC	Waived NRC
New	Metro Ethernet UNI 250Mbps Intrastate	7	36	9,450.00	0.00	0.00
New	Metro Ethernet UNI 250Mbps Intrastate T2	2	36	1,350.00	0.00	0.00
New	Metro Ethernet UNI 500Mbps Intrastate	1	36	1,550.00	0.00	0.00
New	Metro Ethernet UNI 3 Gbps Intrastate	1	36	4,000.00	0.00	0.00
New	Cox Optical Internet 1000 Mbps	1	36	6,000.00	0.00	1,295.00
	- Additional Features			0.00	0.00	0.00
Contract Totals:				23,700.00	0.00	

Customer Initial 

Important Information for Customer:

Regarding Data Installations - Cox does NOT install hardware (including Network interface cards) or software on customer's computers, servers, or LAN hardware. Cox Business Services does not install or support customer premise networks. If network wiring is required, the customer may choose to wire the network themselves or have it completed by a third party vendor. The Cox point of demarcation is the Ethernet connection on Cox provided routing device or cable modem. Should customer require to move the data service after installation, charges may apply.

Regarding Phone Installations - Cox Business Services' point of demarcation is the building's minimum point of entry (MPOE). This point is generally the network interface unit or the telephone closet. Activation charges include the technician verifying dial tone at the point of demarcation. Additional verifications inside the business can be requested for an additional fee, per location. Should inside wiring (wiring past the point of demarcation) be required, the customer has three options: 1. Wiring is completed by the customer 2. Wiring is completed by third party contractor 3. Wiring is completed by Cox Business Services installation technician; for an additional fee.

Termination Charges - Termination charges equal to the sum of the waived non-recurring charge for the service if waived by the Company at service initiation plus 100% of any monthly charges for the unfulfilled term commitment will be applied if service is terminated prior to the term commitment indicated above.

For Private Line Type Services - If this Box contains an "x", Customer represents that at least 10% of the traffic on the Services is Interstate, International and/or delivered via the Internet.

Sales Tracking Code (internal use only) - TrackingCode

Special Conditions:

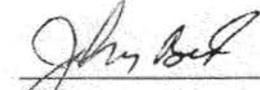
The parties acknowledge that this contract shall apply to multiple properties owned by Customer and located at the addresses set forth on Exhibit A, attached hereto and incorporated herein by this reference.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and

Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer

Authorized Signature:



Print Name:

John Britt

Title:

Assistant Superintendent, Business

Date:

03/13/12

Cox California Telcom, LLC

By:



Title:

DIRECTOR

Date:

3/14/12

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.

A. Terms and Conditions of Regulated Services

A1. Tariffs/Service Guide Regulated Services are provided pursuant to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Services is located (which regulations are subject to change), and the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For States where Cox Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/voice/regulatory_cox. Cox may amend such tariffs (and if applicable, the SG) and regulated Service shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Services with payphone service. The tariffs and the SG contain Service cancellation or termination charges due to cancellation or termination (including partial termination) of Service prior to the term selected on the first page of this Agreement. Termination charges include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

A2. PIN Access The FCC requires business customers to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account. Telephone Service is subject to the Cox privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

A3. Letter of Agency Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased hereunder.

B. Terms and Conditions of Unregulated Services

B1. IP Address/Domain Name Registration Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com: <http://www.register.com/retail/policy/servicesagreement.rcmx> or Versign: http://www.netsol.com/en_US/legal/static-service-agreement.jhtml. Customer is responsible for payment and maintenance of domain name registration.

B2. Web Hosting Servers Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Cox shall not be liable to Customer for such outages or server downtime.

B3. Interconnected VoIP (iVoIP) Services If Customer purchases any iVoIP Services under this Agreement, the terms and conditions located at http://ww2.cox.com/business/voice/regulatory_cox (the "iVoIP Website") and the terms and conditions of this Agreement shall apply to such Service(s). For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox Business VoiceManager, Hosted IP-PBX Services, SIP Trunking, PRI Personal Mobility, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. The iVoIP Website contains descriptions and charges, including but not limited to, charges for the network interface fee and Services such as directory assistance, directory listing, operator services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced above in Section A1. Prices and rates for the network interface fee and the ancillary services referenced on the iVoIP Website are subject to change from time to time during the term of this Agreement. Additional charges may apply for optional features and Services selected by Customer. The iVoIP Website is

incorporated into this Agreement as if fully set forth herein. Cox reserves the right to conduct a site survey at Customer's premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service.

B4. Video Service If the first page of this Agreement indicates that Customer is purchasing video Service, Cox will deliver to Customer its standard channel lineup for this Service, (except as otherwise required by applicable law), which lineup is subject to change from time-to-time by Cox in its sole discretion. In the event that, during the Term, Cox begins to transition certain channels in the standard channel lineup from an analog transmission to a digital transmission, Customer will need to rent from Cox a digital box for each video outlet in order to continue receiving such channels. The rental fee Cox will charge Customer for each digital box shall be no more than the standard rental fee for a similar digital box in this Cox market.

B5. WiFi Service Customer is responsible for providing the necessary equipment for Customer and its end users to access the Cox Wi-Fi Service. If Customer makes the Cox Wi-Fi Service available to other persons for use, Customer shall implement an end user license agreement acceptable to Cox for acceptance by other end users of the Cox Wi-Fi Service. Because the Cox Wi-Fi Service is wireless Internet access, Cox's transmissions could be intercepted by unauthorized persons. Customer assumes all risks associated with its use of the Cox Wi-Fi Service and releases Cox in the event of any damage that Customer or its end users may suffer due to another person monitoring or intercepting Customer's or its end users' communications. Cox assumes no responsibility and shall not be liable to Customer or to any other party for any damages to Customer or Customer's computer caused by use of the Cox Wi-Fi Service, including without limitation, viruses that may infect Customer's computer or other device through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. Although Cox has taken commercially reasonable steps to provide a secure system within limitations existing in network and computer infrastructure, Cox does not warrant or guarantee that communications over the Wi-Fi Service shall be secure from monitoring or tampering, nor that information stored on any computer connected to the Cox Wi-Fi Service shall be secure from monitoring or tampering. CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET AND HEREBY RELEASES COX FROM ANY LIABILITY FOR UNAUTHORIZED THIRD PARTY SECURITY BREACHES OR THE RESULTS THEREOF.

B6. Viruses, Content, Customer Information Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network. Use of the Service is subject to Cox's privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

B7. Termination Customer may terminate video, data, VoiceManager, Internet, web hosting, unregulated telephone Services, iVoIP and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), or Cox terminates any Service for Customer's breach of this Agreement or the AUP, Customer will be subject to termination liability equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with such Service, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts.

B8. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.

B9. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER

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

B10. Indemnity Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or users of the Services; (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox AUP.

C. Terms and Conditions of Regulated and Unregulated Services

C1. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable term commitment set forth on the first page of this Agreement; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed.

Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN EXISTING TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services whose rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Initial Term and any Extended Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Initial Term and any Extended Term. For the avoidance of doubt, promotion rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language.

C2. Payment Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

C3. Service and Installation Cox shall provide Customer with the "Services" identified on the first page of this Agreement. Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. For cable modem Internet Services, bandwidth speeds may vary and Customer may not always receive or obtain optimal bandwidth speeds. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at www.coxbusiness.com/acceptableusepolicy.pdf. Web hosting customers may view the AUP by clicking on the Control panel. The AUP may be amended

from time to time during the Term of this Agreement. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

C4. Customer Responsibilities Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

C5. Equipment Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to the Cox Equipment, and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. Internal Wiring shall not be considered Cox Equipment and shall become the property of Customer upon initiation of Service. For non-bulk video, Cox shall install Cox Equipment necessary to furnish the video Services to Customer. For bulk video, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point of Customer's premises (the "Premises"). Unless otherwise agreed by the parties in a written amendment to this Agreement, Customer and not Cox shall be responsible for providing a working Internal Distribution System for bulk video Service. Customer shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. In the event the Cox Equipment is not returned to Cox in good condition, Customer shall be responsible for the depreciated value of the Cox Equipment. Cox shall repair any Cox Equipment at no charge to Customer provided that damage is not due to the negligence or intentional acts of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be responsible for providing such equipment.

C6. Resale of Service The Services covered by this Agreement are for retail use only. Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

C7. Default If Customer fails to comply with any material provision of this Agreement or any other agreement with Cox, including, but not limited to failure to make payment as specified either in this Agreement or any other Agreement with Cox, then Cox, may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

C8. Assignment Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox may assign this Agreement without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Service may be provided by one or more Affiliates.

C9. Regulatory Authority-Force Majeure This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters, including fire, flood, or winds, civil or military action, including riots, civil insurrections, acts of terrorists, or the taking of property by condemnation.

C10. Digital Millennium Copyright Act Cox is registered under the Digital

Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.

C11. E-Rate Customers This paragraph applies only to Customers who are educational institutions, libraries or other entities who qualify as applicants seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Cox may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within six (6) months of application date, or by the opening of the application window for the following funding year, then Cox may terminate the Agreement without further liability to either party. Additionally, if full E-Rate funding is not received and Cox elects to terminate the Services during the Term, then Customer may be subject to termination liabilities.

C12. Demarcation The demarcation point for 1) Cox's telephone Service, is the punch-down box installed by Cox at Customer's location; and 2) Cox's internet Service, is the Ethernet port of the internet connection provided to Customer by Cox. Unless otherwise agreed by the parties, Customer is responsible for wiring, cabling, equipment and access beyond the applicable demarcation points.

C13. Telephone Numbers The terms and conditions associated with telephone numbers associated with Services are set forth in the Cox tariffs or, if applicable, the SG. Cox will be the carrier of record for Customer's assigned telephone numbers, and numbers that are ported to Cox from another carrier. These numbers, while not the property of Customer, are reserved for their sole usage during the time Service is active with Cox, and can be retained for Customer's use if ported to another carrier at the termination or expiration of this Agreement. All number assignments and use shall be subject to the rules and regulations of the North American Numbering Plan Administrator. Any telephone number designated by Cox in advance of the activation of Cox telephone Service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s) or, if applicable, the SG. Certain 10 digit dialed IntraLata calls are billed per minute long distance charges.

C14. State-to-State and International Services If Customer subscribes to or uses state-to-state and/or International telephone Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at www.cox.com/telephone/customerservicesagreement.asp and the terms and conditions at www.coxbusiness.com/products/voice/basicpricing/index.html.

C15. PBX Usage and E911 Services PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES: [HTTP://WWW2.COX.COM/BUSINESS/VOICE/REGULATORY.COX](http://WWW2.COX.COM/BUSINESS/VOICE/REGULATORY.COX). Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Customer uses a PBX in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. Customer is also responsible for informing Cox that it wishes to pass location information instead of the billing telephone number associated with the account. For Cox Business VoiceManager Service, the web interface and toolbar are add-on features (integrated computer capabilities) designed to assist communications to and from the Cox Business VoiceManager phone line, including the ability to direct calls to wireless and other phones when Customer is away from their Cox Business VoiceManager office phone. Customer acknowledges that the web interface and toolbar, however, cannot be used to access E911 Services. For certain telephone Services, an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), an enterprise session border controller (eSBC) and/or an analog terminal adaptor (ATA) may be installed with Customer's service by Cox. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, eSBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, YOUR TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, and eSBC WILL DEPEND ON CUSTOMER'S BATTERY

BACKUP CHOICE. IF THE EMTA, ATA, eSBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, eSBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA eSBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

C16. Miscellaneous This Agreement, the tariffs, the SGs (as applicable), and the other documents referenced herein constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order: (i) the applicable Cox tariff or SG, (ii) the terms and conditions contained on the IVoIP Website, and (iii) the terms and conditions set forth in this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the state where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered by overnight courier, hand delivery or regular mail to the other party at the address on this Agreement.

EXHIBIT A

3 Year Term

LOCATION		METRO E BANDWIDTH	Circuit MRC (Monthly Recurring Cost)	Estimated Taxes per Circuit	Annual Circuit Price	Estimated Taxes per Circuit	Installation Costs
1690 Wandering Rd	Encinitas	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
185 UNION ST	Encinitas	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
941 CAPRI RD	Encinitas	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
2050 PARK DALE LN	Encinitas	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
910 MELBA RD	Encinitas	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
3035 LEVANTE ST	CARLSBAD	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
101 S RANCHO SANTA FE DR	Encinitas	3 Gbps	\$4,000	\$108	\$48,000	\$1,272	\$0
101 S RANCHO SANTA FE DR	Encinitas	1 Gbps-Optical Internet	\$8,000	NA	\$72,000	\$0	\$0
7885 PASEO ALISO	CARLSBAD	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
3330 CALLE BARCELONA	CARLSBAD	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
8000 CALLE ACERVO	CARLSBAD	250 Mb	\$1,350	\$36	\$16,200	\$432	\$0
6401 LINDA VISTA RD	SAN DIEGO	500 Mbps	\$1,550	\$106	\$18,600	\$1,272	\$0
Bandwidth Options							
TOTAL			\$23,700	\$536	\$284,400	\$6,432	\$0

* All Services are E-Rate eligible

These locations will be type 2

Metro E Bandwidth Options							
	500 Mb	\$1,550	\$41	\$18,600	\$492	\$0	
	8 Gbps	\$5,500	\$146	\$66,000	\$1,752	\$0	



at&t

AT&T Response

RFP# 2152

Fiber Optic Wide Area Network Service



OPTION #1 – 250Mbps (WAN High Speed Data and Internet Access Services)

<i>Location</i>	<i>Address</i>	<i>Physical Connection</i>	<i>Bandwidth</i>
District Office (Hub#1)	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	1 Gbps
District Office (Hub#2)	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	1 Gbps
District Office (Hub#3)	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	250 Gbps
District Office to SDCOE	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	500 Mbps
Capri	941 Capri Road Encinitas, CA 92024	1000 Base SX	250 Mbps
El Camino Creek	7885 Paseo Aliso Carlsbad, CA 92009	1000 Base SX	250 Mbps
Flora Vista	1690 Wandering Road Encinitas, CA 92024	1000 Base SX	250 Mbps
La Costa Heights	3035 Levante Street Carlsbad, CA 92009	1000 Base SX	250 Mbps
Mission Estancia	3330 Calle Barcelona Carlsbad, CA 92009	1000 Base SX	250 Mbps
Ocean Knoll	910 Melba Road Encinitas, CA 92024	1000 Base SX	250 Mbps
Olivenhain Pioneer	8000 Calle Acervo Carlsbad, CA 92009	1000 Base SX	250 Mbps
Park Dale Lane	2050 Park Dale Lane Encinitas, CA 92024	1000 Base SX	250 Mbps
Paul Ecke Central	185 Union Street Encinitas, CA 92024	1000 Base SX	250 Mbps

Cost for Three year Commitment: \$17,313.00 monthly \$0 Installation

Pricing includes (2) one year renewals. The District has 60 days before the end of the last contract year and any subsequent renewal year(s) to request in writing renewal with AT&T.

* The pricing is prior to any potential E-rate and/or CTF Educational Discounts that may apply.

Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and are subject to the standard terms and conditions of AT&T Global Services, Inc. unless otherwise stated herein. Any changes or variations in AT&T Global Services, Inc. standard terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.



OPTION #2 – 500Mbps (WAN High Speed Data and Internet Access Services)

<i>Location</i>	<i>Address</i>	<i>Physical Connection</i>	<i>Bandwidth</i>
District Office (Hub#1)	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	1 Gbps
District Office (Hub#2)	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	1 Gbps
District Office (Hub#3)	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	1 Gbps
District Office (Hub#4)	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	1 Gbps
District Office (Hub#5)	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	500 Mbps
District Office to SDCOE	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	500 Mbps
Capri	941 Capri Road Encinitas, CA 92024	1000 Base SX	500 Mbps
El Camino Creek	7885 Paseo Aliso Carlsbad, CA 92009	1000 Base SX	500 Mbps
Flora Vista	1690 Wandering Road Encinitas, CA 92024	1000 Base SX	500 Mbps
La Costa Heights	3035 Levante Street Carlsbad, CA 92009	1000 Base SX	500 Mbps
Mission Estancia	3330 Calle Barcelona Carlsbad, CA 92009	1000 Base SX	500 Mbps
Ocean Knoll	910 Melba Road Encinitas, CA 92024	1000 Base SX	500 Mbps
Olivenhain Pioneer	8 0 0 0 Calle Acervo Carlsbad, CA 92009	1000 Base SX	500 Mbps
Park Dale Lane	2050 Park Dale Lane Encinitas, CA 92024	1000 Base SX	500 Mbps
Paul Ecke Central	185 Union Street Encinitas, CA 92024	1000 Base SX	500 Mbps

Cost for Three year Commitment: \$21,876.00 monthly \$0 Installation

Pricing includes (2) one year renewals. The District has 60 days before the end of the last contract year and any subsequent renewal year(s) to request in writing renewal with AT&T.

* The pricing is prior to any potential E-rate and/or CTF Educational Discounts that may apply.

Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and are subject to the standard terms and conditions of AT&T Global Services, Inc. unless otherwise stated herein. Any changes or variations in AT&T Global Services, Inc. standard terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.



OPTION #3 – 1Gbps (For Internet Access to SDCOE)

AT&T's dedicated, point to point, fiber based Gigabit Ethernet Service between the two locations.

<i>Location</i>	<i>Address</i>	<i>Physical Connection</i>	<i>Bandwidth</i>
District Office to SDCOE	101 S. Rancho Santa Fe Rd Encinitas, CA 92024	1000 Base SX	1 Gbps
San Diego County Office of Education	6401 Linda Vista Rd, San Diego, CA 92111	1000 Base SX	1 Gbps

Cost for Three year Commitment: \$3,510.00 monthly \$0 Installation

Pricing includes (2) one year renewals. The District has 60 days before the end of the last contract year and any subsequent renewal year(s) to request in writing renewal with AT&T.

*The pricing is prior to any potential E-rate and/or CTF Educational Discounts that may apply.

2. One-time Fees (If any)

There are no initial one-time fees or associated costs in addition to the monthly recurring fees for the circuits detailed in Pricing Tables for each Scenario in the Scope of Work section of the AT&T RFP response. Taxes and surcharges are calculated monthly and should be estimated at approximately 4.5% of the total monthly cost above. Taxes and surcharges may change over the term of the contact due to regulatory requirements.

AT&T will be responsible for obtaining licenses and permits required for its work at its cost, and the Encinitas Union School District will be responsible for obtaining any easements, rights-of-way or other consents required, at its cost.

In the event it is necessary or desirable to locate the point of demarcation at somewhere other than the existing MPOE or demarc as designated by existing AT&T equipment, Encinitas Union School District will be responsible for providing pathway/structure from the MPOE to the alternative location.

The bandwidth can be increased incrementally by requesting a CIR change. To request CIR changes, the EUSD directs an e-mail message to a member of the local account team. This message must include the circuit numbers, service addresses, the desired CIR and the contact information for the person responsible for working with the AT&T ENOC engineers. A Service Order Charge (\$100 current Tariff Rate) is assessed per service order.

3. Monthly and Annual Recurring Costs

Please see the Pricing Tables for the requested cost information in item #1 – Cost of the AT&T RFP response.

EXHIBIT 7

emailed 03/20/12

Encinitas

UNION SCHOOL DISTRICT

101 S. Rancho Santa Fe Road
Encinitas, CA 92024-4349
Phone: (760) 944-4300
FAX: (760) 942-7094
www.eusd.net

March 12, 2012

Coxcom Inc.
5159 Federal Blvd.
San Diego, CA. 92105

Board of Trustees

Emily R. Andrade
Maureen "Mo" Muir
Carol Skiljan
Gregg Sonken
Marla Strich

Attn: Sally Bowen
Subject: Notification of Award
RFP 2152, Fiber Optic Wide Area Network Service

Superintendent

Timothy B. Baird, Ed D

Dear Ms. Bowen,

On March 12, 2012, the Encinitas Union School District took action to approve the award of contract RFP-2152, Fiber Optic Wide Area Network Service.

Please return the following to **Jessica Kinder** within five (5) days of receipt of this notification:

Assistant

Superintendents

Daniel Grider, Ed D.
Administrative Services

David Miyashiro, Ed D.
Educational Services

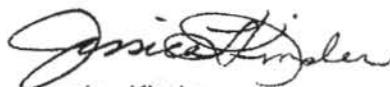
Abdollah Saadat
Business Services

- Certificates of Insurance for General Liability and Automotive, with a minimal amount of \$1,000,000.00 per occurrence, naming the District as additional insured.
- Certificate of Workers' Compensation, as required by the California Labor Code.

If you have any questions or comments on anything requested above, please do not hesitate to contact me.

We look forward to a successful business relationship.

Sincerely,



Jessica Kinder
Purchasing Supervisor

children first

emailed & mailed 02/14/12

Encinitas

UNION SCHOOL DISTRICT

101 S. Rancho Santa Fe Road
Encinitas, CA 92024-4349
Phone: (760) 944-4300
FAX: (760) 942-7094
www.eusd.net

March 12, 2012

Board of Trustees

Emily R. Andrade
Maureen "Mo" Muir
Carol Skiljan
Gregg Sonken
Marla Strich

AT&T
101 W Broadway, Ste 370
San Diego, CA 92101

Superintendent

Timothy B. Baird, Ed.D. RE: RFP #2152, Fiber Optic Wide Area Network Service

Assistant Superintendents

Daniel Grider, Ed.D.
Administrative Services
David Miyashiro, Ed.D.
Educational Services
Abdollah Saadat
Business Services

Dear Mr. DeGuire:

This letter serves as notification that the Encinitas Union School District took action on March 8, 2012 to award the above referenced project to Coxcom Inc., for a three year term.

We appreciate your interest in this project and thank you for your bid. We would like to thank AT&T for the past years of service.

If you have any questions, please do not hesitate to contact me at 760-944-4300 x: 1175 or via e-mail at jessica.kinder@eusd.net.

Sincerely,



Jessica Kinder
Purchasing Supervisor

EXHIBIT 8

FCC Form 471

Approval by OMB
3060-0806

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

Estimated Average Burden Hours per Response: 4 hours
This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.
Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)
The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create an identifier for your own reference) 471ENCINITAS12NvLS	Form 471 Application #: 852780 (To be assigned by administrator)
Block 1: Billed Entity Address and Identifications	
<p>1 Name of Billed Entity ENCINITAS UNION ELEM SCH DIST</p> <p>2 Funding Year 2012</p> <p>3a Entity Number 143637</p> <p>3b FCC Registration Number 0014168363</p> <p>4a Street Address, P.O. Box, or Route Number 101 S RANCHO SANTA FE RD</p> <p>City ENCINITAS State CA Zip Code 92024-4349</p> <p>4b Telephone Number</p> <p>4c Fax Number</p> <p>5a Type of Application (check only one)</p> <p><input type="checkbox"/> Individual School (individual public or non-public school)</p> <p><input checked="" type="checkbox"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)</p> <p><input type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)</p> <p><input type="checkbox"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)</p> <p><input type="checkbox"/> Statewide application for (enter 2-letter state code) representing (check all that apply)</p> <p><input type="checkbox"/> All public schools/districts in the state</p> <p><input type="checkbox"/> All non-public schools in the state</p> <p><input type="checkbox"/> All libraries in the state</p> <p>5b Recipient(s) of Services:</p> <p><input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter</p> <p><input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency</p>	
Entity Number: 143637	Applicant's Form Identifier: 471ENCINITAS12NvLS
Contact Person: NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA	Contact Phone Number:
Block 1: Billed Entity Address and Identifications (continued)	
<p>6a Contact Person's Name NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA</p> <p>If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.</p> <p>6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. 11321 LEGACY TERRACE</p> <p>City SAN DIEGO State CA Zip Code 92131-3552</p> <p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p> <p><input type="checkbox"/> 6c Telephone Number</p> <p><input type="checkbox"/> 6d Fax Number</p> <p><input checked="" type="checkbox"/> 6e E-Mail Address Re-enter E-mail Address</p> <p>6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address</p> <p>If a consultant is assisting you with your application process, please complete Item 6g below:</p> <p>6g Consultant Name Nancy von Langen-Scott Name of Consultant's Employer NvLS Professional Services Consultant's Street Address 11321 Legacy Terrace</p> <p>City San Diego State CA Zip Code 92131 Consultant's Telephone Number Ext. Consultant's Fax Number Consultant's E-mail Address Re-enter E-mail Address Consultant Registration Number 16024810</p>	
Entity Number: 143637	Applicant's Form Identifier: 471ENCINITAS12NvLS
Contact Person: NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA	Contact Phone Number:

Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting discounts.

Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.

Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471

		Schools	Libraries
7a	Number of students or patrons to be served	5473	0
b	Telephone service: Number of classrooms or rooms with phone service	286	0
c	Direct connections to the Internet: Number of drops	1455	0
d	Number of classrooms or rooms with Internet access	286	0
e	Number of computers or other devices with Internet access	1467	0
f	Number of dial-up Internet access and other connections of up to 200 kbps:	0	0
g	High-speed Internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than 200 kbps and less than 1.5 mbps	0
		At or greater than 1.5 mbps and less than 3 mbps	0
		At or greater than 3 mbps and less than 10 mbps	0
		At or greater than 10 mbps and less than 25 mbps	0
		At or greater than 25 mbps and less than 50 mbps	0
		At or greater than 50 mbps and less than 100 mbps	0
		Greater than 100 mbps	11

Block 3:

8 [Reserved]

Entity Number: 143637					Applicant's Form Identifier: 471ENCINITAS12NvLS										
Contact Person: NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA					Contact Phone Number:										
Block 4: Discount Calculation Worksheet										Worksheet - 1447799 Page 1 of 1					
<p>The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.</p> <p><input checked="" type="checkbox"/> Check here if this worksheet contains all eligible entities in the school district or library system.</p>															
9a List entities and calculate discount(s):										(For Administrator's Use)					
School District or Library System Name:										School District or Library System Entity Number:					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount	
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia		
LA COSTA HEIGHTS ELEM SCHOOL	103820 06 12750 08830	U	672	49	7.292%	40	N	N	N	26880					
OLIVENHAIN-PIONEER ELEM SCH	103821 06 12750 03928	U	665	27	4.060%	40	N	N	N	26600					
MISSION ESTANCIA ELEM SCHOOL	103823 06 12750 09537	U	598	35	5.853%	40	N	N	N	23920					
CAPRI ELEMENTARY SCHOOL	103877 06 12750 01433	U	664	171	25.753%	50	N	N	N	33200					
PAUL ECKE ELEMENTARY SCHOOL	103878 06 12750 01434	U	485	135	27.835%	50	N	N	N	24250					
PARK DALE LANE ELEM SCHOOL	103889 06 12750 01438	U	596	132	22.148%	50	N	N	N	29800					
FLORA VISTA ELEMENTARY SCHOOL	103879 06 12750 01435	U	466	29	6.223%	40	N	N	N	18640					
OCEAN KNOLL ELEMENTARY SCHOOL	103888 06 12750 01436	U	481	203	42.204%	60	N	N	N	28860					
EL CAMINO CREEK ELEMENTARY SCHOOL	221647 06 12750 08592	U	846	15	1.773%	40	N	N	N	33840					
EUSD DISTRICT OFFICE	16033542 06 12750 99999	U	0	0	0.000%	45	N	N	N	0					
9b Shared Services															
SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.			5473							245990				45%	
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.															
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.															

Entity Number: 143637		Applicant's Form Identifier: 471ENCINITAS12NvLS																																																		
Contact Person: NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA		Contact Phone Number:																																																		
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		Block 5, page 1 of 6 FRN 2318284 (to be assigned by administrator)																																																		
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:																																																				
11 Category of Service (only ONE category should be checked) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;"> PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access </td> <td style="width:50%; vertical-align: top;"> PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections </td> </tr> </table>		PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access	PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections	23 Calculations <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width:15%; vertical-align: middle;">Recurring Charges</td> <td colspan="2">A. Monthly charges (total amount per month for service)</td> </tr> <tr> <td style="width:45%;"></td> <td style="text-align: right;">\$3,504.54</td> </tr> <tr> <td colspan="2">B. How much of the amount in A is ineligible?</td> </tr> <tr> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2">C. Eligible monthly pre-discount amount (A minus B)</td> </tr> <tr> <td></td> <td style="text-align: right;">\$3,504.54</td> </tr> <tr> <td colspan="2">D. Number of months service provided in funding year</td> </tr> <tr> <td></td> <td style="text-align: center;">12</td> </tr> <tr> <td colspan="2">E. Annual pre-discount amount for eligible recurring charges (C x D)</td> </tr> <tr> <td></td> <td style="text-align: right;">\$42,054.48</td> </tr> <tr> <td rowspan="3" style="vertical-align: middle;">Non-Recurring Charges</td> <td colspan="2">F. Annual non-recurring charges</td> </tr> <tr> <td></td> <td style="text-align: right;">\$1,250.00</td> </tr> <tr> <td colspan="2">G. How much of the amount in F is ineligible?</td> </tr> <tr> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2">H. Annual eligible pre-discount amount for non-recurring charges (F minus G)</td> </tr> <tr> <td></td> <td style="text-align: right;">\$1,250.00</td> </tr> <tr> <td rowspan="3" style="vertical-align: middle;">Total Charges</td> <td colspan="2">I. Total funding year pre-discount amount (E + H)</td> </tr> <tr> <td></td> <td style="text-align: right;">\$43,304.48</td> </tr> <tr> <td colspan="2">J. Discount from Block 4 Worksheet 45.00</td> </tr> <tr> <td></td> <td colspan="2">K. Funding Commitment Request (I x J)</td> </tr> <tr> <td></td> <td colspan="2" style="text-align: right;">\$19,487.02</td> </tr> </table>		Recurring Charges	A. Monthly charges (total amount per month for service)			\$3,504.54	B. How much of the amount in A is ineligible?			\$0.00	C. Eligible monthly pre-discount amount (A minus B)			\$3,504.54	D. Number of months service provided in funding year			12	E. Annual pre-discount amount for eligible recurring charges (C x D)			\$42,054.48	Non-Recurring Charges	F. Annual non-recurring charges			\$1,250.00	G. How much of the amount in F is ineligible?			\$0.00	H. Annual eligible pre-discount amount for non-recurring charges (F minus G)			\$1,250.00	Total Charges	I. Total funding year pre-discount amount (E + H)			\$43,304.48	J. Discount from Block 4 Worksheet 45.00			K. Funding Commitment Request (I x J)			\$19,487.02	
PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access	PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections																																																			
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12 Form 470 Application Number 78158000630176																																																				
13 SPIN – Service Provider Identification Number 143002665																																																				
14 Service Provider Name Pacific Bell Telephone Company																																																				
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tarified or month-to-month services.																																																				
15b Contract Number CALNET 2 MSA 1																																																				
15c <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).																																																				
15d <input checked="" type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 2177967																																																				
16a Billing Account Number (e.g., billed telephone number) MULTIPLE																																																				
16b <input checked="" type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.																																																				
17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 11/09/2007																																																				
18 Contract Award Date (mm/dd/yyyy) 01/09/2008																																																				
19 Service Start Date (mm/dd/yyyy) 07/01/2012																																																				
20a Service End Date (mm/dd/yyyy)																																																				
Contract Expiration Date 20b (mm/dd/yyyy) 01/29/2014																																																				
21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided.																																																				
22 Entity/Entities Receiving This Service:		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:																																																		
		b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1447799																																																		

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	D. Number of months service provided in funding year	12																														
	E. Annual pre-discount amount for eligible recurring charges (C x D)	\$148,032.00																														
Non-Recurring Charges	F. Annual non-recurring charges	\$0.00																														
	G. How much of the amount in F is ineligible?	\$0.00																														
	H. Annual eligible pre-discount amount for non-recurring charges (F minus G)	\$0.00																														
Total Charges	I. Total funding year pre-discount amount (E + H)	\$148,032.00																														
	J. Discount from Block 4 Worksheet	45.00																														
	K. Funding Commitment Request (I x J)	\$66,614.40																														
12 Form 470 Application Number 945190000973278																																
13 SPIN – Service Provider Identification Number 143000014																																
14 Service Provider Name Cox California Telcom, LLC																																
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																																
15b Contract Number INTERNET ACCESS																																
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16a Billing Account Number (e.g., billed telephone number) NEW																																
16b <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.																																
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19 Service Start Date (mm/dd/yyyy) 07/01/2012																																
20a Service End Date (mm/dd/yyyy)																																
Contract Expiration Date 20b (mm/dd/yyyy) 06/30/2015																																
21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 5																																
22 Entity/Entities Receiving This Service:		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1447799																														

Entity Number: 143637		Applicant's Form Identifier: 471ENCINITAS12NvLS																																
Contact Person: NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA		Contact Phone Number:																																
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		Block 5, page 6 of 6 FRN 2396260 (to be assigned by administrator)																																
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:																																		
11 Category of Service (only ONE category should be checked)		23 Calculations																																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access </td> <td style="width:50%;"> PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections </td> </tr> </table>		PRIORITY 1 <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access	PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:80%;"> A. Monthly charges (total amount per month for service) \$2,278.00 </td> </tr> <tr> <td></td> <td></td> <td> B. How much of the amount in A is ineligible? \$0.00 </td> </tr> <tr> <td rowspan="3" style="vertical-align: middle;">Recurring Charges</td> <td></td> <td> C. Eligible monthly pre-discount amount (A minus B) \$2,278.00 </td> </tr> <tr> <td></td> <td> D. Number of months service provided in funding year 12 </td> </tr> <tr> <td></td> <td> E. Annual pre-discount amount for eligible recurring charges (C x D) \$27,336.00 </td> </tr> <tr> <td></td> <td></td> <td> F. Annual non-recurring charges \$0.00 </td> </tr> <tr> <td rowspan="2" style="vertical-align: middle;">Non-Recurring Charges</td> <td></td> <td> G. How much of the amount in F is ineligible? \$0.00 </td> </tr> <tr> <td></td> <td> H. Annual eligible pre-discount amount for non-recurring charges (F minus G) \$0.00 </td> </tr> <tr> <td></td> <td></td> <td> I. Total funding year pre-discount amount (E + H) \$27,336.00 </td> </tr> <tr> <td rowspan="2" style="vertical-align: middle;">Total Charges</td> <td></td> <td> J. Discount from Block 4 Worksheet 45.00 </td> </tr> <tr> <td></td> <td> K. Funding Commitment Request (I x J) \$12,301.20 </td> </tr> </table>				A. Monthly charges (total amount per month for service) \$2,278.00			B. How much of the amount in A is ineligible? \$0.00	Recurring Charges		C. Eligible monthly pre-discount amount (A minus B) \$2,278.00		D. Number of months service provided in funding year 12		E. Annual pre-discount amount for eligible recurring charges (C x D) \$27,336.00			F. Annual non-recurring charges \$0.00	Non-Recurring Charges		G. How much of the amount in F is ineligible? \$0.00		H. Annual eligible pre-discount amount for non-recurring charges (F minus G) \$0.00			I. Total funding year pre-discount amount (E + H) \$27,336.00	Total Charges		J. Discount from Block 4 Worksheet 45.00		K. Funding Commitment Request (I x J) \$12,301.20
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16a Billing Account Number (e.g., billed telephone number) 862406067																																		
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Entity Number: 143637	Applicant's Form Identifier: 471ENCINITAS12NvLS
Contact Person: NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA	Contact Phone Number:

Block 6: Certifications and Signature

24 I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

a schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or

b libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

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

a Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23i on all Block 5 Discount Funding Requests.)	533329.04
b Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	239998.07
c Total applicant non-discount share (Subtract Item 25b from Item 25a.)	293330.97
d Total budgeted amount allocated to resources not eligible for E-rate support	150000
e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	443330.97

f Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.

26 I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or I certify that no technology plan is required by Commission rules.

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

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

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

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

Entity Number: 143637	Applicant's Form Identifier: 471ENCINITAS12NvLS
Contact Person: NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA	Contact Phone Number:
Block 6: Certification and Signature (Continued)	
<p>31 <input checked="" type="checkbox"/> I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.</p> <p>32 <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 application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.</p> <p>33 <input checked="" type="checkbox"/> I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.</p> <p>34 <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.</p> <p>35 <input checked="" type="checkbox"/> I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).</p> <p>36 <input checked="" type="checkbox"/> I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).</p> <p>37 <input checked="" type="checkbox"/> I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.</p>	
38 Signature of authorized person <input checked="" type="checkbox"/>	39 Date 03/19/2012
<p>40 Printed name of authorized person</p> <p>41 Title or position of authorized person</p> <p><input type="checkbox"/> Check here if the consultant in Item 6g is the Authorized Person.</p> <p>42a Street Address, P.O. Box, or Route Number</p> <p>City State Zip Code -</p>	

Entity Number: 143637		Applicant's Form Identifier: 471ENCINITAS12NvLS	
Contact Person: NANCY VON LANGEN-SCOTT OR DAVID DELECALZADA		Contact Phone Number:	
42b	Telephone Number of authorized Person	Ext.	
42c	Fax Number of Authorized Person		
42d	E-mail Address of authorized Person		
	Re-enter E-mail Address		
42e	Name of Authorized Person's Employer		
<p>NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.</p> <p>An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.</p> <p>The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.</p> <p>If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.</p> <p>If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.</p> <p>The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.</p> <p>Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.</p> <p>Please submit this form to: SLD-Form 471 P.O. Box 7026 Lawrence, Kansas 66044-7026</p> <p>For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to: SLD Forms ATTN: SLD Form 471 3833 Greenway Drive Lawrence, Kansas 66046 (888) 203-8100</p>			

FCC Form 471 - October 2010

Close Print Preview

Previous