

Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Division, as designated by the FCC, and follow established procedures.

Services requested will be used for educational purposes. Services will not be sold, resold, or transferred in consideration for money or any other thing of value. Qualifying schools and libraries that have both applied for and received approval for discounts under the FCC's Universal Service Administrative Company (USAC) E-Rate program for this service must file a USAC Form 486 designating the Company as the supplier of this service, prior to initiating service. The discounts supplied by the USAC program shall be credited to the Customer's account and the Customer shall only be invoiced for the non-discounted portion of the service.

2.2.B.5.(a)II *Obligations of the Company*

The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Tariff. All services contained in this Tariff are eligible for discount and fully comply with the Rules.

The Company will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed, subject to Massachusetts Department of Telecommunications and Energy approval.

2.2.B.5.(a)III *Discounted Rates for Schools and Libraries*

Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

The discount rate is based on each school's or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures, as permitted by the Rules, and by its location in either an urban or rural area.

The Schools and Libraries discount matrix for eligible schools, libraries and consortia is included below for reference:

INCOME Measured by % of students eligible for the National School Lunch Program	URBAN LOCATION E-Rate Discount	RURAL LOCATION E-Rate Discount
If the percentage of students in the school qualifying for the National School Lunch Program is...	...and the school is in an URBAN area, the E-rate discount will be...	...and the school is in a RURAL area, the E-rate discount will be...
Less than 1%	20%	25%
1% to 19%	40%	50%
20% to 34%	50%	60%
35% to 49%	60%	70%
50% to 74%	80%	80%
75% to 100%	90%	90%

2.2.B.6 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit of up to two months service charges that the Company may apply against overdue charges. The Company credits interest on deposits annually, or upon termination of the service, or upon return of the deposit. The receipt of a deposit does not relieve the Customer for their responsibility to pay bills promptly. Interest on any deposits shall be calculated in conformance with 220 CMR 26.09.

2.2.B.7 Advance Payments

For Business Customers for whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for this service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.2.B.8 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in this tariff.

2.2.B.9 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates, or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by the Customer.

2.2.B.10 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the M.D.T.E.

2.2.B.11 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

The Company further reserves the right to make the on-premise equipment installed by the Company in support of this service available on a shared basis to other customers.

2.2.B.12 Denial of Access to Service by Company

Service continues to be provided until canceled by the Customer, in writing, or discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. In the event that service is to be discontinued, the Customer will be provided with a written notice of discontinuance of service, with reasons specified. This notice will be sent fifteen (15) days prior to discontinuance, followed by a second written notice five (5) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail.

The Company may refuse or discontinue service under the following conditions:

1. For non-compliance with or violation of any Federal, State, or municipal law, ordinance or regulation pertaining to this service.
2. For non-compliance with or violation of Department regulations or the Company's rules and regulations on file with the Department.

3. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
4. For improper use by the Customer of the service in applications and uses prohibited by the tariff.
5. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
6. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
7. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
8. For non-payment of bills.
9. Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facility or equipment necessary to eliminate illegal or improper use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
10. For Customer's breach of contract for service between the Company and the Customer.

2.2.B.13 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons in section 2.2.B.12, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.2.B.14 Reinstitution of Service

1. The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated all accrued and unpaid charges.
2. If the Company has removed the Company Furnished On-premise T Equipment (OPE) from the premises of the Customer or disconnected the

OPE prior to reinstatement, then the Customer shall be billed or the reinstallation and reactivation services. If the OPE is still connected and operational, the Customer's service will be reinstated without additional fees once outstanding charges are settled.

2.2.B.15 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited to the period of time for which the service was unavailable.

2.2.B.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four hours.

2.2.B.17 Subscriber responsibilities

1. The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations.
2. The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.
3. If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
4. The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associate with the provision of the Company's services.
5. If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.

6. The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
7. The Subscriber must pay for the loss through theft, fire, or flood of any of the Company's equipment installed at Subscriber's premises.

2.2.B.18 Responsibilities of Authorized Users

1. The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
2. The Authorized User is responsible for providing the Company with a valid method of billing for the service. The Company reserves the right to validate the requested billing method through available credit card and credit verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an alternate billing method.

2.2.C. Additional DLTS Regulations

The following regulations supplement the general regulations above. In the event of a conflict between the general regulations and the DLTS regulations, the general regulations take precedence.

2.2.C.1 Customer responsibilities

2.2.C.1.(a) Company Furnished On-premise Equipment (OPE) T

2.2.C.1.(a)I Ownership

Ownership of the equipment furnished by the Company on the premise of the Customer remains with the Company and shall not transfer to the Customer in the future, and at no time will the Company provide the equipment for purchase to the Customer. T

2.2.C.1.(a)II Use

The Customer shall not use the OPE for any purpose other than supporting this telecommunications service. T

2.2.C.1.(a)III Storage requirements

The Customer shall be responsible for providing adequate storage space for the OPE. **T**

2.2.C.1.(a)IV Environmental requirements

The Customer shall provide an operational environment that is in compliance with the environmental specifications of the installed equipment.

2.2.C.1.(a)V Access security

The Customer must to provide a reasonable level of access security to the OPE. This is expected to be in keeping with other installed communication equipment. **T**

2.2.C.1.(a)VI Access requirements

The Customer shall provide the Company with reasonable access to the Company's equipment for the purposes of maintenance and service changes. The Customer shall designate a point of contact with which the Company shall arrange such access.

2.2.C.1.(a)VII OPE Equipment relocation

The Customer may not relocate OPE equipment to a facility other than the one in which it has been installed by the Company. Service must be discontinued at the Site and re-initiated at the new Site. **T**

2.2.C.1.(a)VIII Responsibility for OPE Damage or Loss

The Company will maintain and service the equipment for the duration of the service agreement, replacing components, subsystems, or chassis that have failed due to normal wear and tear at no cost to the Customer. **T**

The Customer shall be responsible for the placing the OPE in a secure and safe environment. The Customer shall be responsible for equipment loss, as well as damage due to vandalism, fire, storms, inappropriate storage conditions, or other causes. **T**

The Customer shall be liable for damage caused to the equipment by unauthorized personnel attempting to repair or modify the equipment. Only Company personnel or their designees may service the equipment.

The Customer's liability for the OPE shall be equal to the replacement cost plus service labor required to restore the OPE to its initial condition. **T**

2.2.C.1.(b) Customer Equipment Requirements

The Customer is responsible for all equipment and networking **T**
beyond the network interfaces on the OPE, including the LAN infrastructure,
PCs, set-top boxes and any other devices that are not inclusive with the OPE.

2.2.C.1.(b)I Customer PC Requirements

The Customer shall employ PCs or equivalent equipment that have sufficient
throughput capabilities to receive and decode the broadband digital signals
supplied by DLTS circuit. The PC's access to the DLTS circuit will be via a
broadband connection to the Customer's local area network.

2.2.C.1.(b)II Customer Local Area Network (LAN) Requirements

The Customer's Site shall be provisioned by the Customer with a **T**
LAN infrastructure. The Customer shall provide connectivity from the DLTS
circuit to the LAN and shall locate the switch sufficiently close to the OPE. (The
LAN should be provisioned with 100-baseT switched segments to the locations
where the PCs or equivalent end-user equipment are located.)

2.2.C.1.(b)III Customer Internet Protocol Address Requirements

The Customer shall provide the Company with static Internet **T**
Protocol (IP) addresses for the OPE prior to installation of the equipment. A
public IP address shall be provided by which the OPE addressed by the DLTS
circuit over the Internet. Additionally, where NAT (Network Address
Translation) is employed by the Customer's network, a static private IP address
shall also be provided.

2.2.C.1.(c) Liability

The Company shall not be liable for damages arising out of failure or
malfunction of any Customer-provided facilities that are interconnected with the
Company's facilities.

The liability of the Company to the Customer or any other party for any damage
caused by failures, delays, omissions, interruptions in transmission, or for any
other damages arising out of the use or provision of the DLTS service shall be
limited to an allowance for the time period for which the service was interrupted
equal to the pro-rated fee for that time period.

2.2.C.2 Customer Content Responsibilities

The Customer is responsible for providing content, whether it be Customer-owned or
Third-Party content, and is responsible for ensuring that all content placed on the network
is appropriately licensed for this use.

The Company assumes no liability for the usage, suitability, or appropriateness of the content placed on its network – this is the sole responsibility of the Customer.

2.2.C.3 Minimum Contract Period

There is a 12-month minimum term contract requirement. The term begins when the Company's equipment is installed and the Customer acknowledges that the service is operational. The termination liability is the total amount of the contract, less the amount of payments previously made.

2.2.D. Service Options

2.2.D.1 Basic Distance Learning Transmission Service – Achieve Alert

The Achieve Alert option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as emergency alert and emergency and planning.

2.2.D.2 Training Distance Learning Transmission Service - AchieveXpress

The AchieveXpress option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television. At a minimum, 5 Mbps of data bandwidth shall be provided.

2.2.D.3 Enhanced Distance Learning Transmission Service – AchieveXpress Enhanced

The AchieveXpress Enhanced option provides the AchieveXpress services described above, and additionally provides managed channels for live webcasting of video and audio from one remote facility to any or all of the other subscribers of DLTS. At a minimum, 5 Mbps of data bandwidth shall be provided.

2.2.E. Rate Treatment

2.2.E.1 Prepayment option

The customer may elect to prepay any portion of the service for a fixed period. The one-time payment is calculated by converting the future stream of monthly payments for the period to be prepaid to a present worth, using the prevailing cost of money rate. At the end of the prepayment period, the normal monthly rate would apply. Interest on any deposits shall be calculated in conformance with 220 CMR 26.09.

2.2.E.2 Rate Schedule

The following rates for provisioning the DLTS service apply per Customer Site for all customers:

Service	Installation Fee	Monthly charge per Customer Site	
Achieve Alert	\$ 150	\$175	N
AchieveXpress	\$ 150	\$3,750	I
AchieveXpress Enhanced	\$ 150	\$4,125	I

Eligible schools and libraries participating in this service may qualify for discounts through the FCC's Universal Service Administrative Company (USAC) under the E-Rate program. Please see section 2.2.B.5 for the rules specifying how E-Rate discounts may be applied to this tariff.

The Company may offer a discount of up to 60% of the tariff price to a Customer who wants to try the DLTS on a pilot program basis before signing a contract at the tariff price. Such a pilot project shall be limited in scope (a subset of customer locations) and in duration (no longer than 10 months) and is offered at the sole discretion of the Company.

3. TECHNICAL TERMS AND ABBREVIATIONS

EIA	Electronic Industries Association
IP	Internet Protocol
LAN	Local Area Network. Network on Customer's premises that is provisioned and maintained by Customer.
NAT	Network Address Translation. NAT is used by firewalls to convert private Internet addresses to public addresses, and vice versa
DLTS	Distance Learning Transmission Service
NOC	Network Operations Center
PC	Personal Computer
PSTN	Public Switched Telephone Network
Set Top Box	Device for converting video input to TV output
100BaseT	100 Mbps Ethernet connection



MASSACHUSETTS
DEPARTMENT OF
TELECOMMUNICATIONS & ENERGY
TARIFF ALLOWED TO GO INTO
EFFECT AS FILED

March 11, 2004

Mary Cottrell, Secretary
Massachusetts Department of Telecommunications and Energy
One South Station
Boston, MA. 02110

RE: Achieve Telecom Network of MA, LLC
Tariff No. M.D.T.E. 1, Revisions for Effective Date of April 15, 2004

Dear Secretary Cottrell:

Enclosed, please find an original and two copies of revisions to our M.D.T.E. Tariff No. 1, that carries an issued date of March 15, 2004 and effective date of April 15, 2004. The proposed filing consists of the following pages:

- 2nd Revised Page 4, 17, 17.1, 18

These revisions further clarify the description of service, added a new category of service which is called AchieveXpress with Satellite Overlay Network, AchieveXpress Enhanced with Satellite Overlay Network, a Prompt Payment Discount, a new rate schedule for AchieveXpress without satellite. We also change the pilot project duration period from ten (10) months to eleven (11) months. Since the company does not have any current customers, no customer notification is required at this time.

We have enclosed the appropriate filing fee of \$100.00. Please contact me directly with any questions at 866-538-5212 or email me at joyjackson@achievetelnet.com. Please acknowledge receipt by returning the duplicate copy of this letter in the enclosed, self-addressed envelope.

Sincerely,

Joy Jackson
President

enclosure

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TELECOMMUNICATIONS
& ENERGY

9. Four options of DLTS are available: Achieve Alert, AchieveXpress, T
AchieveXpress with satellite overlay network, and AchieveXpress Enhanced.
10. The Achieve Alert option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as emergency alert and emergency management planning.
11. The AchieveXpress option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television.
12. The AchieveXpress with satellite overlay option provides access to the T
Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television, the overlay satellite network, provides additional bandwidth to support delivery.
13. The AchieveXpress Enhanced option provides the AchieveXpress services described above, and additionally provides managed channels for live web casting of video and audio from one remote facility to any or all of the other subscribers of DLTS.
14. DLTS provides a minimum of 5 Mbps of data bandwidth that is fully burstable to handle any required content size.
15. DLTS is an intra-state service provided within the Commonwealth of Massachusetts. The Network Operations Center (NOC) is located within the Commonwealth with redundant operations back-up outside of the Commonwealth. Circuit connectivity is provided over the Public Switched Telephone Network (PSTN) and, depending on the bandwidth needed for the transmission of digital signals, may be augmented by an overlay network.

2.2. Regulations

2.2.A. Definitions

Authorized User - A person or entity that accesses the Company's services; an authorized user is responsible for compliance with the tariff.

The liability of the Company to the Customer or any other party for any damage caused by failures, delays, omissions, interruptions in transmission, or for any other damages arising out of the use or provision of the DLTS service shall be limited to an allowance for the time period for which the service was interrupted equal to the pro-rated fee for that time period.

2.2.C.2 Customer Content Responsibilities

The Customer is responsible for providing content, whether it is Customer-owned or Third-Party content, and is responsible for ensuring that all content placed on the network is appropriately licensed for this use.

The Company assumes no liability for the usage, suitability, or appropriateness of the content placed on its network – this is the sole responsibility of the Customer.

2.2.C.3 Minimum Contract Period

There is a 12-month minimum term contract requirement. The term begins when the Company's equipment is installed and the Customer acknowledges that the service is operational. The termination liability is the total amount of the contract, less the amount of payments previously made.

2.2.D. Service Options

2.2.D.1 Basic Distance Learning Transmission Service – Achieve Alert

The Achieve Alert option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as emergency alert and emergency and planning.

2.2.D.2 Training Distance Learning Transmission Service - AchieveXpress

The AchieveXpress option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television. At a minimum, 5 Mbps of data bandwidth shall be provided.

2.2.D.3 Training Distance Learning Transmission Service – AchieveXpress with Satellite Overlay Network

The AchieveXpress option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television. At a minimum, 5 Mbps of data bandwidth shall be provided. A satellite overlay network, will be installed to provide additional bandwidth.

Achieve Telecom Network of MA, LLC
3 Centennial Drive
Peabody, MA 01960

M.D.T.E. Tariff No. 1
2nd Revised Page 17.1
Canceling 1st Revised Page 7.1

***2.2.D.4 Enhanced Distance Learning Transmission Service – AchieveXpress
Enhanced***

The AchieveXpress Enhanced option provides the AchieveXpress with satellite T overlay network service described above, and additionally provides managed channels for live web casting of video and audio from one remote facility to any or all of the other subscribers of DLTS. At a minimum, 5 Mbps of data bandwidth shall be provided.

2.2.E. Rate Treatment

2.2.E.1 Prepayment option

The customer may elect to prepay any portion of the service for a fixed period. The one-time payment is calculated by converting the future stream of monthly payments for the period to be prepaid to a present worth, using the prevailing cost of money rate. At the end of the prepayment period, the normal monthly rate would apply. Interest on any deposits shall be calculated in conformance with 220 CMR 26.09.

2.2.E.2 Prompt Payment Discount

T

The Company will offer a 5% discount for payments received within fifteen days of invoice. This discount will be credited to the account and will be shown on the following months invoice.

Achieve Telecom Network of MA, LLC
3 Centennial Drive
Peabody, MA 01960

M.D.T.E. Tariff No. 1
2nd Revised Page 18
Canceling 1st Revised Page 18

2.2.E.2 Rate Schedule

The following rates for provisioning the DLTS service apply per Customer Site for all customers:

Service	Installation Fee	Monthly charge per Customer Site
Achieve Alert	\$ 150	\$175
AchieveXpress	\$ 150	\$3,000
AchieveXpress with Satellite Overlay	\$ 150	\$3,750
AchieveXpress Enhanced	\$ 150	\$4,125

N

Eligible schools and libraries participating in this service may qualify for discounts through the FCC's Universal Service Administrative Company (USAC) under the E-Rate program. Please see section 2.2.B.5 for the rules specifying how E-Rate discounts may be applied to this tariff.

The Company may offer a discount of up to 60% of the tariff price to a Customer who wants to try the DLTS on a pilot program basis before signing a contract at the tariff price. Such a pilot project shall be limited in scope (a subset of customer locations) and in duration (no longer than 11 months) and is offered at the sole discretion of the Company.

ATTACHMENT E

EXHIBIT 6



June 21, 2010

Universal Service Administrative Company
Schools and Library Division
Washington, DC 20036

To Whom It May Concern,

This letter is to inform USAC that Achieve Telecom Network of Massachusetts has never been a member or sponsor of USDLA nor has Achieve Telecom ever been a partner of USDLA. The term partner as cited by USAC in USDLA reports was used to infer that a common goal existed between both entities. That goal was to promote the application and development of distance learning opportunities to support various school district distance learning projects. Specifically, any Achieve related school district that received any monetary support from USDLA was the result of a review of the school's grant application submitted by the district to USDLA. Hence, any suggestion that USDLA and Achieve were partners is a total misrepresentation.

Moreover, all grants awarded by USDLA were 100% subject to funding. No district was ever guaranteed receipt of any funds from USDLA. Finally, all funds solicited from private benefactors in support of the digital divide fund were distributed based upon the terms of the grant awards to various school districts.

In closing, USDLA stands ready to continue collaborating with any entity supporting distance learning applications.

Sincerely,

John G. Flores, Ph.D.
Executive Director

8 Winter Street, Suite 508 • Boston, MA 02108-4705
Telephone: 800.275.5162 Fax: 617.399.1771
Website: www.usdla.org

Part III

3. **Digital Divide Fund/Similar Funds.** All Documents relating to the Digital Divide Fund or any other source of funding from Your Company from which an E-rate Applicant or an E-rate Service Provider could seek funds from Your Company to be used to pay the non-discounted portion of E-rate Services, including, but not limited to:

d. Documents relating to how Your Company evaluated such requests;

e. Documents relating to who in Your Company has had responsibility for evaluating such requests;

Response: There are no documents in the possession, custody or control of United States Distance Learning Association that are responsive to these requests. The Chief Executive Officer, John Flores, was responsible for reviewing and approving each grant application. He reviewed each application for completeness and then conferred with the service provider to obtain the E-rate related funding information in order to verify the non-discounted amount for the Digital Divide Fund grant. He then sent an award letter setting forth the conditions of the award with an exhibit that specified the amount of the award.

State Master Contracts

- A state master contract (SMC) is competitively bid and put in place by a state government for use by multiple entities in that state.
- **Single winner:** Single vendor wins the bid.
- **Multiple winners:** State awards contract to several bidders.
- **Multiple Award Schedule (MAS):** State awards contract for same goods and services to multiple vendors that can serve the same population.

State Master Contracts

- Multiple winners always require vendor selection justification
- If multiple vendors can provide the services to applicants, then the applicant must conduct a **mini-bid** based on FCC rules.
 - Applicants do not need to file another FCC Form 470.
 - But they must comply with all FCC Rules regarding vendor selection (e.g., price of the eligible products and services must be primary factor, cost-effectiveness, etc.).
- Contract Award Date = Date applicant decides to purchase off State Contract.

ATTACHMENT F

EXHIBIT 15



USDLA®

UNITED STATES DISTANCE LEARNING ASSOCIATION

June 27, 2005

Thomas Kingston
Superintendent of Schools
Chelsea Public Schools
City Hall - 500 Broadway
Chelsea, MA 02150

Dear Superintendent Kingston:

The United States Distance Learning Association (USDLA) is pleased to receive and accept your grant application for funding assistance for the Chelsea Public Schools District Digital Divide Project. We appreciate the opportunity to assist your Chelsea Public Schools District with this very important and ambitious distance learning project. USDLA is a registered 501 (c) 3, and we provide these grants to support distance learning projects for K-12 school districts.

One goal of USDLA focuses on ending the "digital divide" in urban and rural America by supporting the implementation of state-of-the-art technology which encourages and enhances the classroom learning experience with advanced technical resources. Your project represents that specific goal and we welcome the opportunity to build this very important partnership with the Chelsea Public Schools District.

We understand that the project will be funded primarily by E-rate funds from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company and will be dependent upon the approval of the SLD. While you may have been referred to USDLA by a vendor for this project, please understand that our grant is to your school district and is not dependent upon your selection of any specific vendor.

USDLA requires that a final budget be submitted by each school district upon receipt of the Funding Commitment Letter from the SLD. This budget must confirm the E-rate discount percentage and the resultant E-rate cost share for the project. In addition, USDLA expects that a separate line item in the school district budget will be established that is specifically for the receipt of USDLA grant funds for this project. Please communicate the account number and directions for sending the grant money to this account.

Congratulations! We look forward to working with the Chelsea Public Schools District. Please do not hesitate to contact me directly if you have any questions.

Sincerely,

John G. Flores, Ph.D.
Executive Director
jflores@usdla.org

8 Winter Street, Suite 508 • Boston, MA 02108-4705
Telephone: 800.275.5162 Fax: 617.399.1771
Website: www.usdla.org

EXHIBIT 12