

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC**

In the Matter of:

Request for Review of the)	
Decision of the)	
Universal Service Administrator by)	
)	
Somerton School District #11)	File No. SLD 312031
Somerton, Arizona)	
)	
)	
Schools and Libraries Universal Service)	
Support Mechanism)	CC Docket No. 02-6
)	

To: Telecommunications Access Policy Division, Wireline Competition Bureau

REQUEST FOR REVIEW

Somerton School District #11 (“School District”), by its representative, hereby requests that the Commission review the Decision on Appeal of the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company in the above referenced matter.¹ The Commission should reverse this decision because the SLD had no authority to make it. First, the SLD created a substantive rule prohibiting applicants from overpaying for eligible services; then, relying on this rule that it had no authority to make, rejected the School District’s funding requests (“FRNs”).

FACTS

In its Funding Commitment Decision Letter dated May 5, 2003, the SLD refused to fund any of the School District’s requests for discounts on file servers from Apple Computer and network electronics from Wilson Electric because, in its opinion, the

¹ Decision on Appeal dated April 14, 2004; 2002 Funding Request Numbers: 834039, 851198, 851335, 851422, 867521; Form 471 Number: 312031; Billed Entity Number: 143007.

School District had agreed to pay each of those companies too much money for what they were going to receive. The SLD detailed its findings of fact, conclusions of law, and rationale in one sentence:

Bidding Violation...Excessive pricing on various components associated with this service provider demonstrates that this service provider is not the most cost-effective alternative.

On July 1, 2003, the School District appealed, explaining, in relevant part, as follows:

- The FCC has never issued so much as a guideline on the subject of “excessive pricing.” While the SLD may believe that it knows “excessive pricing” when it sees it, without an FCC rule and objective criteria to define it, “excessive pricing” remains an amorphous, mercurial concept that the SLD cannot possibly apply fairly. In the absence of any standard governing how the SLD is to determine, at any given time and in any given geographical area, whether a price for a product or service is unacceptably “excessive,” the SLD cannot deny funding requests for that reason.

See Letter of Appeal (attached hereto as Exhibit 1) at p.2:

- the FCC has never given the SLD authority to reject a funding request simply because, in its opinion, the price for the included products or services were too high;
- “excessive pricing” is a relative term that is extremely difficult to define because so many variables come into play, such as geographic location, supply and demand, and how much competition exists in the area;
- the FCC has never even attempted to define the term “excessive pricing,” making rejection for that reason especially unfair and unjust;
- FCC rules state that applicants must select the most “cost effective” bid from among competing vendors’ bids, NOT that the winning bid must be or must also be the most “cost effective” versus some “secret” price list that no one outside of the SLD knows; and finally
- the SLD offered nothing whatsoever to support its conclusion that the School District could have purchased the same equipment elsewhere for substantially less money.

See Letter of Appeal at p.5.

On April 14, 2004, the SLD issued its Decision on Appeal (attached hereto as Exhibit 2). It completely ignored the School District’s contention that the SLD did not

have authority to reject a funding request for eligible services simply because it believes that the applicant may have agreed to pay too high a price for them. Instead, the SLD provided a perfunctory explanation as to why it thought the prices the School District agreed to pay were too high. It said it looked at prices on the Internet, compared them to the prices listed on the School District's Item 25 attachment and, on that basis, concluded not that that Apple and Wilson *were* overcharging the School District, but rather, that Apple and Wilson were "*potentially*" overcharging anywhere from 0% to 349%.

In support of what was supposed to be a conclusion, but what was really a potentially very damaging accusation, the SLD offered absolutely nothing. The SLD did not reveal the Web sites it had visited, the prices it had found and for what equipment, the configurations it had compared, or any other relevant fact that would have enabled the School District even to begin to challenge the accuracy and/or appropriateness of the SLD's findings. Instead, the SLD simply said, in effect, we think you paid too much; therefore, we refuse to fund your requests.

The SLD, in its own words, found as follows:

[A] review of the records shows the District was selected for a cost-comparison analysis by USAC. Via the Internet, USAC compared the prices of the applicant's Item 21 documentation line items to prices available to the general public. This analysis revealed potentially excessive charges ranging from a 0% to a 349% increase. Excessive pricing was greater than 30% in most cases. Based on the research, which clearly supports a finding that prices was not the primary factor in the vendor selection process, the funding requests containing the items were denied for excessive costs.

DISCUSSION

First, with respect to the facts, there is no evidence that the School District overpaid for eligible services. The SLD's allegation that the general public could purchase *exactly* what the School District contracted to purchase for substantially less money is completely unsubstantiated. While general statements about pricing information gleaned from Internet research are interesting, they are meaningless without more. Where on the Web did the SLD look? When did it look? What did it find? What was it comparing? Was it comparing Apples and oranges, so to speak? How can "0%" be too excessive? What price or prices were "349%" too excessive? Were any prices 2%, 5%, or 10% too high? At what percentage increase over what benchmark price does an eligible service become "excessively" priced?

Quite frankly, because of the SLD's allegation about Apple overcharging, we have no choice but to find all of the SLD's findings about comparative pricing suspect. It is very difficult, if not impossible, to believe that Apple actually quoted the School District a state contract price for a G3 server configuration that was higher, let alone substantially higher, than what Apple was quoting the "general public" at the same time for the *exact same* configuration. We cannot believe that Apple, a national company with a valuable reputation to protect in the K-12 education community, would ever engage in that kind of price gouging. In fact, our research shows the contrary to be true; namely, that \$5,298 was a very reasonable price for the type of G3 server configuration (including monitor, upgraded RAM and hard drives, and software licenses) that the School District intended to purchase.

Prices, however, are not the issue. The SLD had no authority to reject the School District's requests simply because it thought that the School District had agreed to pay too high a price for certain eligible products and services. While someday the Commission may decide to grant the SLD such authority, and while it may even make good sense to do so, it most certainly has not done so yet. *See Third Report and Order and Second Further Notice of Proposed Rulemaking* at para. 87 (Released Dec. 23, 2003) ("Currently, our rules specify that, in selecting a service provider, a recipient must

carefully consider all bids submitted and must select the most cost-effective service offering...Our rules do not expressly require, however, that the applicant consider whether a particular package of services are the most cost effective means of meeting its technology needs...Nor do our rules expressly establish a bright line test for what is a “cost effective” service.”).

Furthermore, even if the SLD had such authority, it is the School District’s position that the SLD’s failure in this case to share initially or at any time thereafter any substantive part of its “cost-comparison analysis” is reason enough to reverse the SLD and to conclude that the School District acted reasonably. In this regard, we direct the Commission’s attention to the federal Medicare regulations, which offer a useful and instructive comparison, not only for addressing deficient due process issues, but for establishing “reasonable” funding rules as well.

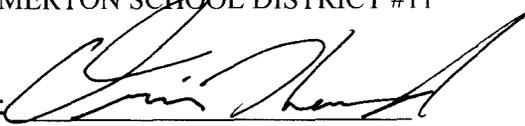
Under the analogous Medicare reasonable cost reimbursement principles, set forth at 42 C.F.R. Part 413, Medicare providers must act as “prudent buyers” in incurring costs. Costs will be disallowed, however, only if the Medicare fiscal intermediary (which is responsible for payment) determines that the costs are “substantially out of line” with those incurred by other providers. Regulatory standards require the fiscal intermediary to compare the provider’s costs with those of similar providers in the same geographic area for similar items or services. The provider is entitled to review the fiscal intermediary’s analysis and may dispute any disallowance through appeal. The intermediary’s failure to properly apply the “substantially out of line” comparison will result in reversal of the disallowance.

As part of its pending rule making proceeding, we encourage the Commission to examine the Medicare regulations more closely. If the Commission decides to establish a methodology for funding based on reasonable costs, they could provide useful insight and guidance.

In the meantime, however, there is no such rule, which means that, in this case, the SLD clearly exceeded its authority. Accordingly, the School District requests that the Commission (1) reverse the SLD's decision and instruct the SLD to fund the School District's FRNs; and (2) instruct the SLD not to reject any applicant's funding request based on a finding of excessive or unreasonable cost unless and until the Commission adopts a rule to that effect.

Respectfully submitted on behalf of

SOMERTON SCHOOL DISTRICT #11

By: 

Orin R. Heend
Funds For Learning, LLC
2111 Wilson Blvd. Suite #700
Arlington, VA 22201
703-351-5070

June 7, 2004

cc: Bob Cassidy, Technology Director
Somerton School District #11



July 1, 2003

VIA e-mail

Letter of Appeal
Schools and Libraries Division
Box 125 – Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

LETTER OF APPEAL

Applicant: Somerton School District #11
Billed Entity Number: 143007
Form 471 Application Number: 312031 (FRNs: See below)
Funding Year: 2002

Somerton School District #11 (“School District”), by its undersigned representative, hereby appeals the May 5, 2003 decision of the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company in the above-captioned matter.

SUMMARY

In its Funding Year 2002 E-rate application, the School District requested discounts on, among other things, basic data networking and telecommunications infrastructure and related services from Apple Computer Corporation (“Apple”) and Wilson Electric Company (“Wilson”). The SLD denied these requests because it believed that both Apple’s and Wilson’s prices were “excessive” and that neither vendor, therefore, represented the School District’s “most cost-effective alternative.” The SLD failed to explain why it believed that these vendors’ prices were “excessive” and, moreover, offered no facts to support such an unexpected and surprising conclusion.

The SLD also decided, unfortunately, to accuse the School District of committing a “Bidding Violation” without identifying which rule or rules the School District had

allegedly violated. The SLD never claimed, for example, that the School District's Form 470 was deficient in some respect or that it had failed to abide by any state or local procurement rule. Indeed if it had made such a claim, it would have been wrong, as the School District filed a Form 470, remained open to responsive bids for at least 28 days, and then opted to purchase off of a statewide master contract, as state and local law allowed. Clearly, the SLD has an obligation to tell an applicant which rule it has broken and how it has broken it. Here, by not identifying the allegedly broken rule, the SLD left itself nothing to explain and nothing but an empty accusation for the School District to refute.

In addition, the SLD reduced some of the zero-funded FRNs to remove allegedly ineligible items. The decision to reduce funding for the same FRNs that the SLD had apparently already decided not to fund, makes it impossible to determine what, exactly, the SLD actually meant to do. Is it possible that the SLD meant to reduce the FRNs, but refused to fund them by mistake?

If the SLD actually intended not to fund the FRNs, which we by no means assume was the case, then the School District contends that the SLD's decision should be reversed for the following reasons:

1. There is no factual basis for the conclusion that Apple's and Wilson's prices were "excessive." Indeed, the facts in this case completely belie such a conclusion.
 - i. The School District belongs to an educational cooperative that competitively bids contracts on behalf of Arizona schools, and Apple and Wilson quoted the School District the prices that their respective contracts with the cooperative required; and
 - ii. Apple was, by law and fact, the School District's most cost effective alternative, as it was the School District's "only" alternative for Apple equipment.
2. The SLD may not deny a funding a request simply because it believes that the pricing associated with it is, by some unpublished standard, allegedly excessive.

- i. The FCC has never issued so much as a guideline on the subject of “excessive pricing.” While the SLD may believe that it knows “excessive pricing” when it sees it, without an FCC rule and objective criteria to define it, “excessive pricing” remains an amorphous, mercurial concept that the SLD cannot possibly apply fairly. In the absence of any standard governing how the SLD is to determine, at any given time and in any given geographical area, whether a price for a product or service is unacceptably “excessive,” the SLD cannot deny funding requests for that reason.
 - ii. The “most cost effective alternative” concept applies to the comparison of *one bid against another bid or bids*, assuming that more than one vendor responds. The concept was *never* intended to apply and indeed there is no legal basis for applying it now in the context of comparing one bid against an SLD opinion as to what constitutes a reasonable price for a particular product or service..
 - iii. Some commenters have suggested to the FCC that it may want to consider assigning customary, usual, and reasonable prices to eligible products and services to help the SLD ferret out waste, fraud and abuse. This suggestion is designed to give the SLD a tool to uncover, based on objective criteria, procurements in which there may have been violations of competitive bidding rules. Even this approach, however, still would not give the SLD authority to deny a funding request for excessive pricing alone. There still would have to be proof that the excessive pricing was the result of the applicant’s failure to adhere to competitive bidding requirements.
3. The SLD failed to identify a single competitive bidding rule that the School District failed to follow. That was because there was nothing to find. In selecting Apple and Wilson, the School District complied fully with all state, local, and E-rate rules and regulations.

FACTS

Somerton is one of the most economically disadvantaged communities in the state of Arizona. The School District has four schools. The number of students eligible for free or reduced priced lunch in each is 86%, 87%, 91%, and 87%, respectively.

The School District posted a Form 470 seeking discounts on a variety of eligible products and services for delivery during the 2002 Funding Year. After following all of the rules associated with the Form 470 competitive bidding process and complying fully

with state and local procurement law, the School District opted to take advantage of the master contract that the Mohave Educational Services Cooperative had negotiated with numerous vendors, including Apple Computer Corporation and Wilson Electric Company, on behalf of member schools throughout the state of Arizona (“Mohave Contract”).

Mohave Educational Services Cooperative describes its contracting authority, procedures, and objectives, in pertinent part, as follows:

Mohave's bidding procedures and policies come from the Arizona Department of Education School District Procurement Rules, the Arizona Procurement Code, and sections of the Arizona Revised Statutes. Therefore, our members are considered to have met their competitive solicitation requirements when they purchase using Mohave's contracts. Mohave acts as an extension of our members' purchasing departments by providing an alternative to conducting their own sealed bidding process. By combining the buying power of many agencies, all member organizations (large or small) receive the same savings...Mohave's main objective is to serve our members by providing contracts for quality products and services at the best possible prices. (<http://www.mesc.org/general.html>)

In its Form 471, the School District requested discounts on equipment and services from Apple and Wilson based on the pre-discount prices that the Mohave Contract required those companies to charge member schools. Unquestionably, therefore, the decision to select those vendors was proper, legal, intelligent and, without doubt, cost-effective. Moreover, because Apple refused to allow resellers to sell to schools in that area, the School District could not procure Apple equipment from any vendor but Apple. And even it had been possible, it is highly unlikely that any reseller would have been able to undercut the manufacturer's K-12 state contract prices.

DISCUSSION

II. Apple Server and Wireless Networking Equipment

FRN:	834039
Vendor:	<i>Apple Computer, Inc</i>
Pre-discount Amt:	\$54,905.48
Discount:	90%

FCD: \$0.00 - Bidding Violation
FCD Explanation: Excessive pricing on various components associated with this service provider demonstrates that this service provider is not the most cost-effective alternative. Request reduced to remove ineligible AirPort cards for laptop workstations and server for ineligible storage use.

This FRN includes a request for discounts on Apple file servers, Airport cards for laptops (wireless NIC cards), and Airport base stations (wireless access points). The SLD concludes without factual support, explanation or legal authority that the prices in Apple's contract with the Mohave Educational Services were excessive, and that Apple was not, therefore, the School District's "most cost effective alternative. Because it is a fact that purchasing this equipment directly from Apple was the School District's *only* alternative, it is impossible to understand how the SLD could have possibly reached this conclusion..

Even assuming, for argument's sake, that the School District had alternative Apple equipment vendors to turn to, and even assuming further that their prices were slightly lower, the SLD's decision still cannot stand. That is because:

- (a) no Apple reseller responded to the Form 470;
- (b) the FCC has never given the SLD authority to reject a funding request simply because, in its opinion, the price for the included products or services were too high;
- (c) "excessive pricing" is a relative term that is extremely difficult to define because so many variables come into play, such as geographic location, supply and demand, and how much competition exists in the area;
- (d) the FCC has never even attempted to define the term "excessive pricing," making rejection for that reason especially unfair and unjust;
- (e) FCC rules state that applicants must select the most "cost effective" bid from among competing vendors' bids, NOT that the winning bid must be or must also be the most "cost effective" versus some "secret" price list that no one outside of the SLD knows; and finally
- (f) the SLD offered nothing whatsoever to support its conclusion that the School District could have purchased the same equipment elsewhere for substantially less money.

For all of these reasons, the School District requests that the SLD reverse its decision and fund all of the eligible services covered by this FRN.

Mysteriously, the SLD also decided to reduce the funding for this FRN, which the SLD had already concluded should be zero. Because of this inconsistent decision, we wonder whether the SLD had actually intended to reduce the FRN, rather than to deny funding to it in its entirety.

If that is the case, and the rejection was a mistake, the School District points out that the SLD routinely funds more than 80% of the cost of laptop NIC cards made by other manufacturers.. A decision not to fund Apple NIC cards would therefore be arbitrary, capricious and blatantly anti-competitive.

II. Wilson Electric - PBX Maintenance

FRN:	851198
Vendor:	<i>Wilson Electric Co. dba Encompass</i>
Pre-discount Cost:	\$15,738.25
FCD:	\$0.00 - Bidding Violation
Discount:	90%
FCD Explanation:	Excessive pricing on various components associated with this service provider demonstrates that this service provider is not the most cost-effective alternative. Request reduced to remove ineligible maintenance service on voice mail system.

Wilson Electric – LAN Electronics

FRN:	851335
Vendor:	Wilson Electric Co. dba Encompass
Pre-discount Cost:	\$52,587.90
FCD	\$0.00 - Bidding Violation
Discount:	90%
FCD Explanation:	Excessive pricing on various components associated with this service provider demonstrates that this service provider is not the most cost-effective alternative. The dollars requested were reduced to remove: the ineligible Mohave service fee.

Wilson – LAN Cabling

FRN: 851422
Vendor: Wilson Electric Co. dba Encompass
Pre-discount Cost: \$87,932.37
Discount: 90%
FCD: \$0.00 – Bidding Violation
FCD Explanation: Excessive pricing on various components associated with this service provider demonstrates that this service provider is not the most cost-effective alternative. The dollars requested were reduced to remove: the ineligible Mohave service fee

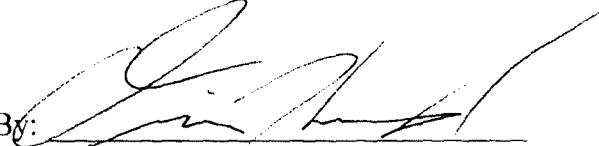
Wilson – LAN Switch Upgrades

FRN: 867521
Vendor: Wilson Electric Co. dba Encompass
Pre-discount Cost: \$54,064.57
Discount: 90%
FCD: \$0.00 – Bidding Violation
FCD Explanation: Excessive pricing on various components associated with this service provider demonstrates that this service provider is not the most cost-effective alternative.

The above FRNs cover a wide variety of eligible Internal Connections. As it did in Apple’s case, the SLD concluded without factual support, explanation or legal authority that the prices in Wilson’s contract with the Mohave Educational Services Cooperative were excessive, and that Wilson was not, therefore, the School District’s “most cost effective alternative.” As discussed in more detail above in connection with the Apple FRN, there is no factual or legal basis for the SLD’s decision not to fund the Wilson FRNs. In short, there is no evidence that Wilson’s prices were excessive and, even if they were, the School District, unfortunately, had no alternative vendor to turn to because of the remote part of Arizona in which it is located. E-rate program rules were not designed to punish small school districts located in difficult to service regions of the country who still are waiting for serious or, in some cases, any competition among vendors to arrive.

Accordingly, the School District requests that the SLD reverse its decision not to fund the Wilson FRNs and to issue as soon as possible a revised Funding Commitment Decision Letter.

Respectfully submitted on behalf of
Somerton School District #11

By: 

Orin Heend

Funds For Learning, LLC
2111 Wilson Blvd. Suite 700
Arlington, VA 22201
703-351-5070
oheend@fundsforlearning.com

cc: Bob Cassidy, Technology Director
Somerton School District #11



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal - Funding Year 2002-2003

April 14, 2004

Orin Heend
Funds For Learning, LLC
2111 Wilson Boulevard, Suite 700
Arlington, VA 22201

Re: Somerton School District # 11

Re: ~~Billed Entity Number:~~ 143007
471 Application Number: 312031
Funding Request Number(s): 834039, 851198, 851335, 851422, 867521
Your Correspondence Dated: July 1, 2003

After thorough review and investigation of all relevant facts, the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") has made its decision in regard to your appeal of SLD's Year 2002 Funding Commitment Decision for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission ("FCC"). If your letter of appeal included more than one Application Number, please note that for each application for which an appeal is submitted, a separate letter is sent.

Funding Request Number: 834039, 851198, 851335, 851422, 867521
Decision on Appeal: **Denied in full**
Explanation:

- On appeal, you seek reversal of the SLD's decision to deny the funding requests where the selected service provider was not the most cost-effective alternative, and a competitive bidding violation occurred. In support of your request, you raise the following issues. First, you assert the SLD failed to explain why the service provider prices were deemed excessive and not the most cost-effective alternative. Secondly, you assert the SLD failed to identify what competitive bidding violations occurred. Thirdly, you assert that the SLD's decision to reduce certain funding request numbers (FRNs") to remove ineligible items, and then to deny the same FRNs gives rise to the possibility that SLD did not intend to deny the FRNs, only reduce them. Finally, you assert that if the SLD did intend to deny the FRNs, the SLD erroneously denied the FRNs based on the following reasons: (1) there is no factual basis for the conclusion that the service providers', Apple Computer Corporation ("Apple") and Wilson

Electric Company (“Wilson”), prices were excessive and not the most cost-effective alternative; (2) the SLD may not deny a funding request for excessive pricing where the SLD has not published a standard for evaluating excessive pricing; and (3) Somerton School District (“the District”) complied with all state, local, and E-rate rules and regulations pertaining to the competitive bidding process. Accordingly, the SLD should reverse the decision to deny the FRNs.

- After thorough review of the appeal letter and the relevant documentation, we find the SLD properly determined the selected service providers’ pricing was not the most cost-effective alternative based on review of readily available competitor information. In your appeal letter, you explain the District requested discounts for basic data networking and telecommunications infrastructure and related services from Apple and Wilson, and the District filed a Form 470 that remained open to responsive bidders for 28 days. The District then opted to purchase from a statewide master contract, as allowed by state and local law. However, a review of the records shows the District was selected for a cost-comparison analysis by USAC. Via the Internet, USAC compared the prices of the applicant’s Item 21 documentation line items to prices available to the general public. This analysis revealed potentially excessive charges ranging from a 0% to a 349% increase. Excessive pricing was greater than 30% in most cases. Based on the research, which clearly supports a finding that price was not the primary factor in the vendor selection process, the funding requests containing the items were denied for excessive costs.
- Furthermore, in your appeal letter you state the District filed a Form 470 that remained open to responsive bids for 28 days, then opted to purchase off a statewide contract through the Mohave Educational Service Cooperative due to lack of response from other bidders. With regard to Apple you assert that Apple refused to allow resellers to sell to schools in the Districts geographic area; therefore, the District could not procure the equipment from any other vender. Thus, Apple was the *only* alternative. While FCC program rules do not directly address the absence of bids received after the Form 470 competitive bidding process, the Commission has made clear that prices that are needlessly high will result in fewer schools and libraries being able to participate in the program, and/or demand on the program being needlessly great. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, *Report and Order*, 12 FCC Rcd 3776, at ¶ 480 (1997). Moreover, even though program rules allow for applicants to consider factors other than price, such rules are based on the assumption that applicants will carefully consider multiple bids submitted by providers. See § 54.511 et. seq. While the District “opted” to use contracts from the Mohave Educational Services Cooperative, the District failed to pursue more cost-effective alternatives. Consequently, the SLD determined that the contracts were excessively priced when compared to pricing available to the general public. On appeal, you fail to provide evidence that the funding requests are competitively priced. Consequently, the appeal is denied.

- Finally, you note that FRNs 834039, 851198, 851335, and 851422 were modified, then denied; you question whether the SLD intended to reduce the FRNs rather than deny them. The funding requests were modified to remove ineligible products and services before the SLD's decision to deny the requests. If the initial SLD decision to deny the FRNs had been reversed on appeal, the modifications would be effectuated. However, as the funding requests are denied in their entirety, we do not address the modifications issue in this decision.

If you believe there is a basis for further examination of your application, you may file an appeal with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options.

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

Schools and Libraries Division
Universal Service Administrative Company