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LETTER OF APPEAL
Federal Communications Commission

December 22, 2006

CC Docket No. 02-6

Company Name	Bethlehem Area School District
Billed Entity Name	Freedom Senior High School
Application Number	534316
Billed Entity Number	19072
Funding Request Number	1477388
Contact Name	Robin L. Lutchter
Address	3149 Chester Ave, Bethlehem, PA 18020
Telephone Number	610-807-5571 (ext. 35972)
Fax Number	610-807-5526
e-Mail Address	rlutchter@bethsd.org

This letter is to appeal the recent decision of the SLD to deny funding on the above application. Attached is the letter from the SLD and the paperwork sent to the SLD when that appeal was processed.

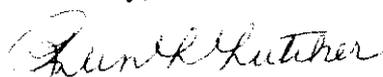
The denial from the SLD states that information was not sent in within the required time frame. Please note the following facts:

- 1) We acknowledged receipt of the information via telephone on April 24, 2006.
- 2) On May 22, 2006 we requested an extension via telephone. This request was granted verbally at that time. The extension was requested due to the following reasons:
 - a. The final budget for the 2006-2007 school year would not be available until June 30, 2006
 - b. The technology office had been under construction and we were in temporary offices. We were scheduled to move back into our offices in late May/early June and some of the documents were stored in boxes.

During the application process for FORM 470 and FORM 471, all deadlines were met and regulations adhered to. The request for an extension was made in good faith and with the intent of complying with the request of the SLD. The documents were not submitted to the SLD because I had received an affirmative response to my verbal request.

The attached documents support the above application. I request that the FCC please approve funding for this application and thank you in advance for your consideration of this request.

Sincerely,



Robin L. Lutchter
Director of Information Technologies

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Administrator's Decision on Appeal – Funding Year 2006-2007

December 12, 2006

Robin L. Lutcher
Bethlehem Area School District
3149 Chester Avenue
Bethlehem, PA 18020

Re: Applicant Name: FREEDOM SENIOR HIGH SCHOOL
Billed Entity Number: 19072
Form 471 Application Number: 534316
Funding Request Number(s): 1477388
Your Correspondence Dated: August 08, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1477388
Decision on Appeal: **Denied**
Explanation:

- USAC thoroughly assessed the facts presented in the appeal letter, the relevant documentation on file, and the FCC Rules and Procedures before making its determination on your appeal. During the Selective Review, you were sent the Selective Review Information Request (SRIR) on April 24, 2006 requesting information pertaining to budget, vendor selection, bids, and contract documentation. On April 24, 2006, you confirmed receipt of the request for information via telephone correspondence with SLD. Since no response was received, SLD sent the SRIR again on May 18, 2006 with a copy to the State E-Rate Coordinator. As of June 13, 2006, you failed to respond to SLD's inquiries. Consequently, the appeal was processed with the information on file. In absence of the requested information USAC was unable to determine whether the district met program requirements for competitive bidding and the Item 25 certification.

You submitted supporting documentation in response to the initial Selective Review fax request with your appeal. Program rules do not permit USAC to accept new information on appeal except where an applicant was not given an opportunity to provide information during the initial review or an error was made by SLD. Therefore, USAC supports the initial Selective Review decision.

- USAC reviews Form 471 applications and makes funding commitment decisions in compliance with FCC rules. See 47 C.F.R. sec. 54.500 et. seq. To conduct these reviews, USAC has put in place administrative measures to ensure the prompt resolution of applications. If applicants do not respond within the designated time period, USAC reviews the application based on the information before it. See Request for Review by Marshall County School District, Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., CC Docket Nos. 96-45 and 97-21, 18 FCC Rcd. 4520, 4522, Order, DA 03-764 para. 6 (rel. Mar. 13, 2003). (Marshall County) Typically applicants are required to respond to USAC's requests for additional information necessary to complete their application within 15 days of being contacted. See Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School, CC Docket No. 02-6, Order, FCC 06-54 para. 23 (rel. May 19, 2006). Id.; SLD section of the USAC website, Reference Area, "Deadline for Information Requests," www.usac.org/sl. This procedure is necessary to prevent undue delays during the application review process.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the 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 section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

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

Schools and Libraries Division
Universal Service Administrative Company



Department of Information Technologies

FAX MEMO

TO: Schools and Libraries Division –
Correspondence Unit
FAX: 1-973-599-6542

FROM: Robin L. Lutcher, Dir. of IT
PH: 610-807-5571 ext. 51
FAX: 610-807-5526
rlutcher@bethsd.org

RE: APPEAL – 2006/2007 School Year

Attached please find a LETTER of APPEAL and supporting documents for

BEN: 19072

FORM 471 Application #: 534316

FORM 471 Identifier: basd 67fhs 471

FRN: 1479079

19 pages including cover sheet



Information Technologies Department

Letter of Appeal

Form 471 Application Number: 534316
Funding Year: 7/1/2006-6/30/2007
Application Form Identifier: Basd67fhs471
Billed Entity Number: 19072
FRN: 1479079
Amount: \$328,215.60
Date: August 8, 2006

Denial was based on the lack of receipt of information for an audit. This information was sent to the SLD in response to the audit on July 31, 2006. Additional time had been requested for the following reasons:

- 1) Completion and approval of 2006-2007 school budget
- 2) IT department relocation to newly renovated area and information was packed in boxes for transport.

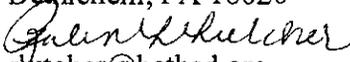
The SLD had confirmed that additional time was available via a phone call on May 22, 2006.

Attached please find the information supplied as part of the audit to support this application.

- 1) RFP to support the Form 470 bid
- 2) List of interested vendors who responded to the RFP
- 3) Description of how the vendor was selected
- 4) District Technology Plan
- 5) Approved district budget for 2006-2007 with adequate funding to support this request.
- 6) Copy of Item #21 attachment submitted online.

I respectfully ask that this request be funded.
Thank you.

Robin L. Lutcher
3149 Chester Ave.
Bethlehem, PA 18020


rlutcher@bethsd.org
610-807-5571 (5,1)
610-807-5526 (cell)



Information Technologies Department

Letter of Appeal

Form 471 Application Number: 531843
Funding Year: 7/1/2006-6/30/2007
Application Form Identifier: Basd67INT471
Billed Entity Number: 125903
FRN: 1469989
Amount: \$90,000.00
Date: August 8, 2006

#2. List of interested vendors who responded to the RFP.

1. RCN, Inc.
2. PenTeleData, Inc.

#3 Description of how the vendor was selected.

RCN was selected because they met the needs of the RFP and were the lowest cost.

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January, 2006



Request for Proposals for the:

Delivery of Internet Service

I. PURPOSE

The Bethlehem Area School District (BASD) is requesting proposal to provide reliable high-speed Internet access among all of BASD's buildings (see list of buildings and addresses in Appendix A). The current architecture of the district WAN consists of "dark" single-mode fiberoptic cables (4-12 fibers) connecting each building to the District's Network Center at Freedom High School. The District prefers that this service be provided by a "common carrier" as defined by the FCC so that it will qualify for Federal E-Rate reimbursement. BASD's preference is to enter into a renewable three-to-ten year contract with a single vendor for Internet service for a fixed monthly fee that includes implementation, monitoring capability and maintenance.

II. GENERAL PROPOSAL REQUIREMENTS

A. GENERAL REQUIREMENTS

1. *Request for Proposal (RFP) Response:* In order to be considered for selection, vendors must submit a sealed complete response to this RFP to the Education Center, Bethlehem Area School District, 1516 Sycamore Avenue, Bethlehem, PA 18017, no later than 2:00 p.m., prevailing time, Tuesday, January 31, 2006.
2. *Proposal presentation:*
 - a. Proposals shall be signed by an authorized representative of the vendor. All requested information must be included. Failure to respond to the requested information may result in rejection of the proposal.
 - b. Proposals shall be prepared in a simple and straight-forward manner with emphasis on completeness and clarity.

B. SPECIFIC REQUIREMENTS

1. *Monitoring:* The vendor shall explain how the Internet access will be monitored for breaks or other problems on a year-round, round-the-clock (7 x 24) basis.
2. *Maintenance, troubleshooting and repair:* The vendor shall maintain a permanent maintenance staff capable of fully maintaining the Internet service with emergency service in the local area. The vendor shall provide maximum

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response times for both critical and non-critical situations occurring during the workday, evenings, nights, weekends, and holidays.

3. *Installation timeline:* The E-Rate program sets the start date not earlier than July 1, 2006.
4. *Contract price:* The vendor shall quote a monthly fee that is all-inclusive of the above service. The vendor shall clearly state the contract period (no less than three years, no more than 10 years.) for the quoted fee. More than one fee may be quoted if more than one contract period is offered. Any additional setup, startup, configuration or other initial fees shall be clearly stated in the proposal.
5. *References:* The vendor shall provide references to at least three similar educational installations of Internet service. The vendor must be able to clearly demonstrate that they have the technical expertise/experience and the organizational stability to implement, monitor, and maintain the proposed service.
6. *Award:* Award will be made to the vendor with the most favorable combination of responsibility, reliability, responsiveness, and cost-effectiveness. BASD will favor proposals with low long-term rates for service and solid plans for reliable, redundant service. An award is expected to be made February 6, 2006
7. *Termination of contract:* The BASD Board of Directors reserves the right to terminate the Contract if Internet services are deemed unsatisfactory due to inadequate throughput, excessive downtime, or excessive response time to critical network incidents. This contract is contingent upon BASD obtaining E-Rate funding through the initial contract period.
8. *E-Rate:* The vendor must agree to participate in the National E-Rate program which provides discounted network services to schools. The proposal **MUST** contain the Vendor's SPIN number.

Appendix A: Building Addresses, Telephone Numbers, and Contacts

/
 Contact note: The contact person for site visits is listed with each building and is usually the building administrator. **Please use Dr. Scott Garrigan, (610) 807-5771, as the technical and planning contact for all sites and to answer questions related to the RFP.**

Please note redundancy category. Vendor may propose alternate connectivity for buildings labeled "low-bandwidth".

Fiber Hub – BASD Network Center – Redundant Entrance Required

Freedom High School 3149 Chester Avenue Bethlehem, PA 18017-2896	Roger Washburn, principal (610) 867-5843
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Redundant Route Mandatory (12 fibers minimum)

Broughal Middle School (HS) 125 W. Packer Avenue Bethlehem, PA 18015-3096	Joseph C. Santoro, principal (610) 866-5041
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Nitschmann Middle School (HS) 909 W. Union Boulevard Bethlehem, PA 18018-3599	Edward Crawford, principal (610) 866-5781
---	--

Northeast Middle School (HS) 1110 Fernwood Street Bethlehem, PA 18018-3099	Roberta Whitcomb, principal (610) 868-8581
--	---

Liberty High School (HS) 115 Linden Street Bethlehem, PA 18018-2999	Dean Donaher, principal (610) 691-7200
---	---

Education Center (HS) 1516 Sycamore Street Bethlehem, PA 18017-6099	Marie Bachman, supervisor of data processing (610) 861-0500
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Redundant Route Optional (8 fibers minimum)

Asa Packer Elementary School 1650 Kenwood Drive Bethlehem, PA 18017-2297	Carol Jacoby, principal (610) 865-0660
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Buchanan Elementary School	Barry A. Dubbs, principal
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1621 Catasauqua Road
Bethlehem, PA 18018-7407

(610) 856-1766

Calypso Elementary School
1021 Calypso Avenue
Bethlehem, PA 18018-5005

Dr. Elizabeth Conard, principal
(610) 691-0152

Clearview Elementary School
2121 Abington Road
Bethlehem, PA 18018-1499

Mary Colon, principal
(610) 868-5994

Donegan Elementary School
1210 East Fourth Street
Bethlehem, PA 18015-2010

Kathleen Quigney, principal
(610) 866-0031

Farmersville Elementary School
7036 William Penn Highway
Easton, PA 18042-2998

Michele Fragnito, principal
(610) 868-0471

Fountain Hill Elementary School
1330 Church Street
Bethlehem, PA 18015-4499

Joseph RaHS, principal
(610) 865-5881

Freemansburg Elementary School
501 Monroe Street
Freemansburg, PA 18017-7249

James A. Bertoni, principal
(610) 866-6681

Governor Wolf Elementary School
1920 Butztown Road
Bethlehem, PA 18017-3397

Jody Sponchiado, principal
(610) 867-8191

Hanover Elementary School
3890 Jacksonville Road
Bethlehem, PA 18017-9307

Michael Metarko principal
(610) 691-3210

Lincoln Elementary School
1810 Renwick Street
Bethlehem, PA 18017-6199

Dr. Carol Turoczi, principal
(610) 866-8727

Marvine Elementary School
1410 Lebanon Street
Bethlehem, PA 18017-6799

Guadalupe Matias, principal
(610) 865-0012

*(note: new Marvine School will be constructed beginning 7/1/2000.
WAN fiber connectivity will be required by 7/1/2001.)*

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Miller Heights Elementary School
3605 Allen Street
Bethlehem, PA 18017-4457

Deborah Roeder, principal
(610) 868-6441

Spring Garden Elementary School
901 North Boulevard
Bethlehem, PA 18017-3998

Elizabeth Burak, principal
(610) 868-6071

Thomas Jefferson Elementary School
404 E. North Street
Bethlehem, PA 18018-4305

Karen Aulisio, principal
(610) 691-1776

William Penn Elementary School
1002 Main Street
Bethlehem, PA 18018-6693

Michele M. Mullen, principal
(610) 694-0116

**Low Bandwidth Sites (4 fibers minimum or alternative connectivity)
T-1 bandwidth is minimum for these sites**

CA/MP Center (Monocacy Building.)
431 E. Locust Street
Bethlehem, PA 18018

Mark Caccavo,
(610) 807-5577

RASA
815 Pennsylvania Ave.
Bethlehem, PA 18018-3232

Jill Moran, principal
(610) 856-1766

SPARK Center
Linden Street
Bethlehem, PA 18020

Marilee Ostmun, supervisor
(610) 868-8501

Maintenance/Security Building
250 E. Fairview Street
Bethlehem, PA 18018-4138

Scott Gilliland, director of operations
(610) 867-8635



Information Technologies Department

Letter of Appeal

Form 471 Application Number: 534843
Funding Year: 7/1/2006-6/30/2007
Application Form Identifier: Basd67pgrs471
Billed Entity Number: 125903
FRN: 1479079
Amount: \$5,670.00
Date: August 8, 2006

#2. List of vendors who responded to the RFP

1. Arch Wireless Operating Company, Inc. (Formerly Metrocall)

#3. Description of how the vendor was selected.

Arch Wireless was selected since they were the only vendor who responded to the RFP and they met the needs of the RFP.

District Information

AUN: 120481002
District: Bethlehem Area School District
Address: 1516 Sycamore Street, Bethlehem, PA 18017-6099
Superintendent: Joseph Lewis
Contact Name: Robin Lutcher
Contact Title: District Technology Director
Contact Email: rlutcher@beth.k12.pa.us
Contact Phone: 610-807-5571

Prior Plan Narrative

The Bethlehem Area School District has achieved many of the goals from the prior technology plans. Wireless technology is installed in all schools, students use technology each day as part of the curriculum and staff rely on technology for internal and external communication.

Mission and Vision Statement

It is the mission of Bethlehem Area School District to provide students with a comprehensive and challenging educational program that integrates technology with all aspects of the curriculum.

It is the vision of the Bethlehem Area School District to provide all students with the opportunity to utilize technology for academic achievement and to prepare for the success in the 21st century.

Goals & Strategies

This technology plan spans the fiscal years: July 1, 2005 - June 30, 2008

Goal - All students will use technology to help them achieve curriculum objectives in all subjects, but particularly to meet or exceed core academic standards and to prepare for post high school education.

Strategy - Students will use content specific software and Internet resources.

Technology/Service - Classroom Hardware

Budget: 400000.0000

Funding Source: District

Funding Source: Grants

Technology/Service - Infrastructure

Budget: 250000.0000

Funding Source: District

Funding Source: Grants

Technology/Service - Software

Budget: 500000.0000

Funding Source: District

Funding Source: Grants

Technology/Service -

Budget:

Funding Source:

Funding Source:

#4

Professional Development

Teachers will receive training in the use of hardware and software>
Professional development will provide teachers with the opportunity to create classroom activities and/or lessons.

Monitoring/Evaluation

Evaluation of classroom activities and lessons.

Goal - The District will provide appropriate electronic access to up-to-date student and district data.

Strategy - Purchase of a new student information system. Purchase of an assessment tracking system.

Technology/Service - Student management system

Budget: 600000.0000

Funding Source: District

Funding Source: Grants

Technology/Service - Assessment tracking application

Budget: 50000.0000

Funding Source: District

Funding Source: Grants

Technology/Service -

Budget:

Funding Source:

Funding Source:

Professional Development

Provide admin, teachers, and clerical staff with training in the student management system. Provide admin and teachers with training in the assessment tracking system.

Monitoring/Evaluation

Utilize new management system to track attendance, grades, and demographic information. Utilize the assessment system to plan for student individual needs.

Goal - The district will provide appropriate technology and communications services to support its mission and operation.

Strategy - Promote community interaction with email and the district webpage.

Technology/Service - Software for webpage development.

Budget: 45000.0000

Funding Source: District

Funding Source: Grants

Technology/Service -

Budget:

Funding Source:

Funding Source:

Professional Development

Train webmasters in the use of webpage development applications. Train

#4

teachers to create their own webpages using Teacherweb.

Monitoring/Evaluation

Survey parents and members of the community for the effectiveness of communication.

Goal - The district will provide an appropriate technology and communications infrastructure to support its mission and operation.

Strategy - Increase district infrastructure to support applications and hardware.

Technology/Service - Increase network components

Budget: 500000.0000

Funding Source: District

Funding Source: Grants

Technology/Service - Increase network support personnel

Budget: 200000.0000

Funding Source: District

Funding Source: Grants

Professional Development

Train network support personnel to stay current with technologies and services.

Monitoring/Evaluation

Monitor use and reliability of the district infrastructure.

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STATEMENT OF EXPENDITURES - DETAIL BY OBJECT CODE

PROGRAM/EXPENSE DESCRIPTION	A	B	F	G	H
	2004-2005	2005-2006	2006-2007		
	Actual Expenditures	Amended Budget FY 2006	Proposed Budget	Difference \$ (F - B = G)	Difference % (G / B = H)
TL- INFORMATION TECHNOLOGIES					
110 Salaries - Official/Administrative	5,977	82,049	85,330		
120 Salaries - Professional - Educational	42,346	63,115	63,117		
140 Salaries - Technical	382,827	370,239	461,664		
150 Salaries - Office/Clerical	68,731	67,762	71,566		
340 Technical Services	2,323	450	750		
430 Repairs and Maintenance Services	495	26,732	21,000		
440 Rentals/Lease	1,543	91,125	631,500		
530 Postage, Telephone, Other Communications	88	2,218	2,150		
580 Conferences, Travel	422	4,000	5,000		
610 Supplies - General/Software	128,170	88,925	98,200		
640 Books and Periodicals/Admin. Software	791	35,806	51,150		
750 Equipment-Original	-	45,289	84,200		
760 Equipment - Replacement	87,180	200,981	199,000		
780 Technology Infrastructure	605	25,474	107,420		
810 Dues and Fees	8,402	13,000	12,700		
TOTALS - INFORMATION TECHNOLOGIES	729,900	1,117,165	1,894,747	777,582	69.60

1,694,747

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STATEMENT OF EXPENDITURES - DETAIL BY OBJECT CODE

PROGRAM/EXPENSE DESCRIPTION	A	B	F	G	H
	2004-2005	2005-2006	2006-2007		
	Actual Expenditures	Amended Budget FY 2006	Proposed Budget	Difference \$ (F - B = G)	Difference % (G / B = H)
TN - DATA PROCESSING DEPARTMENT					
110 Salaries - Official/Administrative	85,858	68,303	71,064		
140 Salaries - Technical	198,072	247,534	247,732		
150 Salaries - Office/Clerical	33,047	34,763	35,412		
340 Technical Services	3,867	22,518	30,000		
430 Repairs and Maintenance Services	165,312	200,000	207,000		
440 Rentals	27,192	30,000	30,000		
580 Conferences, Travel	1,927	6,000	6,000		
610 Supplies - General	51,098	51,818	66,650		
640 Books and Periodicals	-	100	-		
760 Equipment - Replacement	2,593	9,552	9,500		
TOTALS - DATA PROCESSING DEPARTMENT	568,966	670,588	703,358	32,770	4.89

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STATEMENT OF EXPENDITURES - DETAIL BY OBJECT CODE

PROGRAM/EXPENSE DESCRIPTION	A	B	F	G	H
	2004-2005	2005-2006	2006-2007		
	Actual Expenditures	Amended Budget FY 2006	Proposed Budget	Difference \$ (F - B = G)	Difference % (G / B = H)
TK - TECHNICAL SERVICES					
140 Salaries - Technical	27,765	-	-		
160 Salaries - Crafts & Trades - Mntc.	201,853	247,008	264,130		
410 Cleaning/Disposal/Grounds Services	-	-	2,500		
430 Repairs and Maintenance Services	4,750	1,000	1,300		
530 Postage, Telephone, Other Communications	311,812	260,000	248,800		
610 Supplies - General/Software	10,800	120,000	100,250		
640 Books and Periodicals	-	550	550		
760 Equipment - Replacement	-	8,000	8,000		
810 Dues and Fees	700	700	700		
TOTALS - TECHNICAL SERVICES	557,680	637,258	626,230	(11,028)	(1.73)



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 Contract
 also include

Item 21 Attachment
 Internet Access - Funding Year 2006

Applicant Name BETHLEHEM AREA SCHOOL DIST
Billed Entity Number 125903
Form 471 Application Number 531843
Funding Request Number 1468898
Service Provider RCN Telecom Services, Inc.
Attachment Number 671
Narrative description of this Funding Request Internet Access for all classrooms located in the district's 22 school buildings

Service Type	Service Description	Elig Pre-Discount Cost	
1 Broadband Internet Access (e.g. T-1, DSL, Frame Relay, Cable Modem, Wireless)	100mbps service to all 22 school buildings within the district.		\$90,000.00
		Number of InternetAccess Lines (if applicable)	0
		Recurring Charges	Non Recurring Charges
		Monthly Recurring Charges	One-time non-recurring charges
		\$7,500.00	\$0.00
		Less Ineligible Amount (if any)	Less Ineligible Amount (if any)
		\$0.00	\$0.00
		Number of Months	
		12	
		Eligible recurring charges	Eligible non-recurring charges
		\$90,000.00	\$0.00
			Line item TOTAL \$90000
		Total:	\$90,000.00
		Funding Requested on 471:	\$90,000.00

Further information Signed contract available for review if necessary.

Date Submitted 7/16/2006 9:23:30 PM

Dedicated Internet Access

Order Form

END - USER INFORMATION: Robin Lutcher, Coordinator of Info. & Communication Technology Contact Bethlehem Area School District Company Name 1516 Sycamore Street Address Suite/Floor Bethlehem, PA, 18017-6099 City, State, Zip 610-807-5571 610-807-5525 Phone Number Fax Number X Customer Signature (Signature acknowledges acceptance of RCN's General Terms and Conditions)	TECHNICAL CONTACT: Jeff Donovan Name: jdonovan@beth.k12.pa.us Email Address 610-807-5571 Telephone 3149 Chester Avenue Implementation Address (if different): Bethlehem, PA 18020 <input type="checkbox"/> New <input type="checkbox"/> Existing Customer Account No.: _____
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TECHNICAL DETAIL: NAT Required? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, select IP block: <input type="checkbox"/> 192.168.x.x <input type="checkbox"/> 10.x.x.x <input type="checkbox"/> Other: _____ CPE TYPE/ MODEL: RCN to Configure <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CISCO/ _____ <input type="checkbox"/> Purchased <input type="checkbox"/> Provided <input type="checkbox"/> Netopia/ _____ <input type="checkbox"/> Purchased <input type="checkbox"/> Provided <input type="checkbox"/> Other: _____ <input type="checkbox"/> Purchased <input type="checkbox"/> Provided	PROMOTIONAL OFFERS: Is this order related to a limited-time promotional offer? (if Yes, provide detail in Notes section on this form) <input type="checkbox"/> Yes <input type="checkbox"/> No ITEMIZED PRICING: Term: <input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Year <input type="checkbox"/> 3 Year <input type="checkbox"/> 5 Year Service: <input type="checkbox"/> 10mbps <input type="checkbox"/> 60mbps <input checked="" type="checkbox"/> 100mbps Monthly Recurring Charges*: \$ 7,500 Router NRC: \$ N/A Installation NRC: \$ 0.00 <small>*Applicable state and federal taxes may apply</small>
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ADDITIONAL FORMS NEEDED FOR THE FOLLOWING SERVICES:	
WEB HOSTING: Does the Customer wish to purchase: Web Hosting Services <input type="checkbox"/> Yes <input type="checkbox"/> No POP Email Boxes <input type="checkbox"/> Yes <input type="checkbox"/> No Domain Name Services <input type="checkbox"/> Yes <input type="checkbox"/> No BUSINESS DIAL-UP: Does the Customer wish to purchase additional Business Dial-Up lines? <input type="checkbox"/> Yes <input type="checkbox"/> No Quantity _____ MRC \$ _____	IP SERVICES: Does the Customer require additional IP Addresses (Subject to Approval) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> /29 <input type="checkbox"/> /28 <input type="checkbox"/> /27 <input type="checkbox"/> /26 <input type="checkbox"/> /25 <input type="checkbox"/> /24 MRC \$ _____ BGP ROUTING: Does the Customer require Border Gateway Protocol Routing? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Provider <input type="checkbox"/> Multi-Provider MRC \$ _____

NOTES: _____ RCN will provide secondary DNS. RCN will route BASD's current 27 Class C addresses. RCN will also provide SNMP community strings for SNMP monitoring. In addition, BASD will have the option to upgrade to 100 Mbps during the term of this agreement for a new monthly recurring charge of \$7500/ month. This agreement will _____ Please start billing for this contract July 1, 2006 ending 06/30/09 .
 Robin L. Lutcher Rx Lutcher 2/16/2006

THIS CONTRACT IS FOR E-RATE APPROVAL.

Sales Name: HOWARD SMITH Sales Signature: [Signature] Date: 2/16/2006

Dedicated Internet Access Order Form

10. SERVICE INTERRUPTION

RCN will provide credits for interruptions in Service as set forth below:

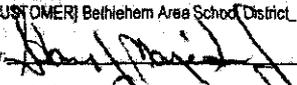
- (a) A credit allowance will be made when an interruption in Service occurs because of a failure of any component furnished by RCN under a Service Order or applicable tariff. An interruption period will be deemed to have begun four hours after the Customer reports a Service to be interrupted and releases it for testing and repair. An interruption period ends when the Service is operative. If the Customer reports a Service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted and RCN will not issue credit.
- (b) For calculating credit allowances, every month is considered to have thirty (30) days. RCN has a mean time to repair of four (4) hours ("MTTR"). A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of interruption beyond the MTTR. Only those facilities on the interrupted portion of the circuit will have a credit.
- (c) RCN will have no obligation to provide credit for any interruptions in Service resulting from (i) Customer's negligence of and/or noncompliance with the provisions of applicable tariffs, (ii) operation or malfunction of the facilities, power or equipment not supplied by RCN, and/or (iii) the acts or omissions of third parties with whom RCN contracts to provide Service.

11. GENERAL PROVISIONS

- (a) **No Warranties.** UNLESS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AN ADDENDUM OR APPLICABLE TARIFF, THE SERVICES PROVIDED BY RCN UNDER THIS AGREEMENT ARE "AS IS" WITH OUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
- (b) **Limitation of Liability.** Customer's exclusive remedy and RCN's sole liability for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to RCN's crediting the Customer the amount of actual charges incurred by the Customer on account of the interrupted Service. RCN shall not be liable for any interruption caused by or any act or omission of any other carrier furnishing any portion of the Services. RCN shall not be liable for any act or omission of any entity furnishing to RCN or to RCN's customer's facilities or equipment used for or with the service RCN offers.
RCN'S LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RCN UNDER THIS AGREEMENT. RCN SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY SERVICES PROVIDED HEREIN OR ANY INTERRUPTION FAILURE OF ANY SUCH SERVICE. RCN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AND NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICE, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. RCN assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other third parties, or for other facilities under the control of other entities used for service to the Customer, even if RCN has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection as may be provided by the other entities.
- (c) **Indemnification.** Customer will indemnify and hold RCN, its offices, employees and representatives, harmless from and against any and all liabilities, obligations, losses, damages, expenses (including reasonable attorney's fees), injuries and claims of any kind whatsoever against RCN arising out of the acts or omissions of Customer, its agents, employees or representatives in connection with these Terms and Conditions, a Service Order or the use of RCN's Service, including, but not limited to instances involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications, personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, cause or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment, facilities or the Service provided by RCN.
- (d) **Taxes.** In addition to the prices set forth in the Service Order, Customer shall pay any and all applicable Federal, State, or local sales, use, privilege, gross receipts or excise tax and any such other tax, fee or surcharge, paid or payable by RCN, however designated, levied or based on RCN's delivery of the Services to Customer. Such amounts shall not include taxes based upon the net income of RCN.
- (e) **Modification.** This agreement may only be amended, modified, or waived by written agreement executed by authorized signatories of the parties.
- (f) **Waiver.** No waiver of any breach of this Agreement will be implied or deemed a waiver of any future breach.
- (g) **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the state law where the Service is provided, including all matters of construction, performance, and validity.
- (h) **Assignment.** Customer may not assign any interest under these Terms and Conditions, in whole or part hereof, by operation of law or otherwise, without the express written consent of RCN. Each of the covenants, terms, provisions and agreements contained in these Terms and Conditions
- (i) **Severability.** If any these Terms and Conditions are declared to be illegal, invalid, or unenforceable as a matter of law, the same shall not invalidate the remaining Terms and Conditions, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto.
- (j) **Headings.** Introductory heading used herein is solely for the convenience of the parties and do not limit the contents of the respective Paragraphs hereof.
- (k) **Counterparts.** These Terms and Conditions may be executed in one or more counterparts each one of which shall be deemed as original and all of which together shall constitute one and the same instrument.
- (l) **Notices.** All notices requires hereunder shall be in writing sent first class mail, return receipt requested, or delivered by hand to the address of the party set forth on the Service Order or such other address as such party may designate from time to time by such notice and shall take effect:
(i) three (3) days from mailing if mailed, or (ii) when received, if delivered by hand.
- (m) **Billing Errors.** The liability of RCN for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- (n) **Damage to Property.** RCN is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of RCN's agents or employees.

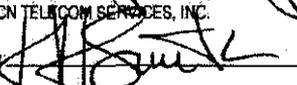
IN WITNESS WHEREOF, the undersigned have executed and delivered these Terms and Conditions intending to be legally bound.

(CUSTOMER) Bethlehem Area School District

By: 

Name: Stanley J. Majewski, Jr., Assistant to the Superintendent for Finance & Administration Date: February 15, 2006

RCN TELECOM SERVICES, INC.

By: 

Name: Howard Smith Date: February 16, 2006

Dedicated Internet Access Order Form



Commercial Terms & Conditions

These Commercial Terms and Conditions will govern the delivery of Services (as defined below) by RCN Telecom Services, Inc. ("RCN"), a Pennsylvania corporation to Bethlehem Area School District ("Customer"). By signing below, Customer agrees that these Terms and Conditions are incorporated into and made a part of each Service Order that is executed by RCN and Customer.

1. SERVICES PROVIDED

Subject to and under the terms and conditions herein, applicable RCN tariffs and service addenda (if any), RCN will provide the communications and telecommunications services (the "Service") set forth in an order for Service ("Service Order"). For the purposes of this document, "Recurring" charges are monthly charges paid by the customer, and "Non-Recurring" charges are one-time fees paid by the customer for such items, including, but not limited to installation of service, special requests regarding services and/or special construction.

2. GENERAL

A. Customer understands that Services provided hereunder may be governed by certain Federal, State and Local regulatory authorities and by certain terms and conditions of service contained in any applicable RCN tariff on file with such authorities. In the event of any conflict between these Terms and those provided under any government regulations or applicable tariff, in all instances, the regulation or applicable tariff(s) shall prevail.

B. Customer acknowledges that the Internet is a separate worldwide network of computers beyond the control of RCN, and RCN does not own, operate or manage the Internet. RCN assumes no responsibility for communications transmitted or actions taken by third parties over the Internet using the Services, including, without limitation, interception, distortion and loss of data, exposure to viruses, obscene or objectionable language or images, reception of false or misleading information or violation of copyright or privacy rights.

3. PAYMENTS AND BILLING

Customer will be invoiced for installation within 14 days of installation of services (or on the first invoice). Service will be billed for a minimum period of thirty (30) days, consisting of twenty-four (24) hour days. Service will be invoiced monthly, due and payable within thirty (30) days after the invoice date. Material changes in circuit engineering, equipment specification, Service parameters, premises locations, or any other material modification from Customer's application for Service will result in an adjustment of the installation fee. Past due amounts may be assessed a late charge at the lower rate of 1.5% per month or the highest lawful rate until paid in the balance is paid in full. An additional charge will be assessed for any customer check returned as non-payable. Customer agrees to pay RCN any and all expenses (including reasonable attorney's fees) associated with the collection of any amounts due from Customer hereunder.

4. TERM

These Terms and Conditions shall commence upon execution of the Service Order by an authorized representative of RCN and shall continue in full force and effect for the term set forth in the Service Order ("the Initial Term"). At the expiration of the Initial Term specified in each Service Order, Service shall continue on a month-to-month basis at RCN's then-current rates for such Service. Termination shall not relieve Customer of the obligation to pay charges incurred under the applicable Service Order (and applicable tariff) prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order shall survive the termination.

5. TERMINATION CHARGES

- (a) Customer may cancel Service Order prior to the installation and establishment of Service, unless otherwise provided in any applicable RCN tariff. In the event of such cancellation, Customer agrees to pay RCN upon demand, a termination charge equal to the total costs and expenses incurred by RCN in connection with the RCN's performance to establish Service under the Service Order up to the date of termination, plus one month's recurring charge.
- (b) Other than as set forth in Section 11, Customer may not cancel a Service order or terminate Service before the completion of the Initial Term for any reason whatsoever after RCN installs and establishes Service. In the event of such a cancellation or termination, Customer agrees to pay RCN a termination charge equal to:
- all unpaid Non-Recurring charges expended by RCN to establish Service to Customer, plus;
 - any disconnection, early cancellation or termination charges incurred and paid to third parties by RCN on behalf of the Customer on account of the cancelled or terminated Service, plus;
 - all Recurring charges specified in the applicable Service order for the balance of the then current term following the date of cancellation.

The Customer understands that the rates and charges for services are based in part upon the expectations that the Customer will continue to pay for such Services for a certain minimum period designated in each Service Order. RCN will calculate the termination charge for usage-based Recurring charges by multiplying the number of billing periods in the remaining term by the average amount of the immediate three previous months' invoices. For Service with a minimum usage guarantee, RCN reserves the right, and Customer agrees, to pay for the monthly minimum usage multiplied by the number of months remaining in the term. If the Customer's Service requires special facilities dedicated to the Customer's use and Customer cancels the Service Order before completion of Initial Term or such other extended period that RCN and Customer mutually agreed upon, Customer shall reimburse RCN for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by RCN.

6. CANCELLATION BY CUSTOMER FOR CAUSE

Customer may terminate this Agreement or the applicable Service Order, without incurring liability, only upon RCN's failure to correct a material failure of Service within thirty (30) days of RCN having received Customer's written notice identifying the defect in Service.

7. CANCELLATION BY COMPANY

RCN may discontinue the provision of Service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Service, without incurring liability, on reasonable notice to Customer, for non-payment of any sum due to RCN for more than thirty (30) days after issuance of the bill for the amount due; or

- for violation of any of the provisions of an applicable tariff; or
- for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over RCN's services; or
- by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting RCN from furnishing its Service.

In addition, RCN may terminate or suspend Internet access provided by RCN as part of the Service immediately and without notice should RCN determine, in its sole discretion, that Customer has violated RCN's Online Use Policies as posted on RCN's web site, which RCN may amend from time-to-time, or generally accepted guidelines on Internet usage, including, without limitation, prohibitions against mass e-mailings and mass advertising.

8. FORCE MAJEURE

RCN shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over RCN, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; acts of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

9. SPECIAL CONSTRUCTION

If the Customer requires special construction as part of RCN's provision of Service, Customer shall be responsible for all costs associated with such special construction. If Customer requests a change in location of all or part of the Service prior to the completion of construction or installation, Customer agrees to pay RCN all additional costs incurred from customer change in location.

TRANSMISSION VERIFICATION REPORT

TIME : 08/11/2006 12:04
NAME : BASD TECHNOLOGY DEPT
FAX : 610-8075526
TEL : 610-8075571

DATE, TIME	08/11 11:56
FAX NO./NAME	919735996542
DURATION	00:07:44
PAGE(S)	19
RESULT	OK
MODE	STANDARD ECM



Department of Information Technologies

FAX MEMO

TO: Schools and Libraries Division –
Correspondence Unit
FAX: 1-973-599-6542

FROM: Robin L. Lutcher, Dir. of IT
PH: 610-807-5571 ext. 51
FAX: 610-807-5526
rlutcher@bethsd.org

RE: APPEAL – 2006/2007 School Year

Attached please find a LETTER of APPEAL and supporting documents for

BEN: 19072

FORM 471 Application #: 534316

FORM 471 Identifier: basdb7 fhs 471

FRN: 1479079

17 pages including Cover sheet



Information Technologies Department

Letter of Appeal

Form 471 Application Number: 534316
Funding Year: 7/1/2006-6/30/2007
Application Form Identifier: Basd67fhs471
Billed Entity Number: 19072
FRN: 1479079
Amount: \$328,215.60
Date: August 8, 2006

Denial was based on the lack of receipt of information for an audit. This information was sent to the SLD in response to the audit on July 31, 2006. Additional time had been requested for the following reasons:

- 1) Completion and approval of 2006-2007 school budget
- 2) IT department relocation to newly renovated area and information was packed in boxes for transport.

The SLD had confirmed that additional time was available via a phone call on May 22, 2006.

Attached please find the information supplied as part of the audit to support this application.

- 1) RFP to support the Form 470 bid
- 2) List of interested vendors who responded to the RFP
- 3) Description of how the vendor was selected
- 4) District Technology Plan
- 5) Approved district budget for 2006-2007 with adequate funding to support this request.
- 6) Copy of Item #21 attachment submitted online.

I respectfully ask that this request be funded.

Thank you.

Robin L. Lutcher

Robin L. Lutcher
3149 Chester Ave.
Bethlehem, PA 18020

rlutcher@bethsd.org

610-807-5571 (5,1)

610-807-5526 (cell)