

**Springfield, MA Appeal to the
Federal Communications Commission**

ATTACHMENT 4A

3. **COMPENSATION, PAYMENT AND BILLING PROCEDURE:**

- A. It is expressly agreed and understood that in no event shall the City have any financial liability under this Agreement and that the funding for this contract shall be in the amount of:

One Million Seven-Hundred Eight Thousand Fifty Dollars and 00/00 (\$ 1,708,050.00)

and shall be provided for as specified in Sections B,C,D,& E detailed below.

- B. If the City is eligible for a Universal Service Fund Discount for the Technology Services from the Schools and Library Division (hereinafter "S.L.D.") of the Universal Service Administrative Company (hereinafter "USAC") which is a non-profit corporation which administers the Universal Service Fund for the Federal Communication Commission ("FCC"), payment for the Technology Services will be made either by the Service Provider Invoice method ("SPI") or a Billed Entity Applicant Reimbursement ("BEAR") method as specified by USAC under the FCC "ERATE" program. Under the "SPI" method of reimbursement, the City will pay only its discounted share to the Vendor; the balance of the invoice is paid or credited to the Vendor by USAC. In some situations the SPI method of payment is impractical. In such cases, the City may choose the BEAR method of payment. Under the BEAR method, the City will pay Vendor's invoice in advance of the City receiving the USAC reimbursement. Under the BEAR method, when and if a USAC funding commitment letter is later obtained, the City will request a reimbursement from USAC. Upon receipt of the BEAR, the Vendor must promptly remit that sum to the City. If the BEAR method is used, once the Vendor obtains the reimbursement from USAC, the Vendor acts merely as a pass-through and must reimburse the City its money. The parties agree that any BEAR Reimbursement is the absolute property of the City and that the Vendor has no legal or equitable right to the BEAR Reimbursement.

- Pursuant to Exhibit C: **ERATE Funding Commitment Letter – 06/14/2005**

- C. *Pursuant to Vendor's quote attached hereto as Exhibit "A" and pursuant to applicable Commonwealth of Massachusetts Blanket pricing, USDLA (United States Distance Learning Association) agrees to compensate Vendor for Technology Services less any monies awarded through direct payment by S.L.D. to the Vendor as referenced in this Agreement and consistent with applicable federal statutes, regulations, and USAC's rules and manual.

- D. *Payments will be made pursuant to paragraph 3.C of this Agreement only upon the submission of an invoice to the City that clearly states the services provided, including the date and nature of the services rendered. Invoices must be submitted in triplicate and mailed to:

**United States Distance Learning Association
Attn: USDLA Digital Divide Fund
8 Winter Street, Suite 508
Boston, MA 02108-4705**

- *Pursuant to:
 - Exhibit D: **USDLA Co-Pay Funding Commitment – 03/18/2004**
 - Exhibit E: **USDLA Co-Pay Funding Confirmation – 08/31/2005**

- E. The City shall not be liable for any services, expenses, or costs in connection with the Technology Services in excess of the amount currently appropriated therefore under this Agreement or any amendments hereto.

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this Agreement, the Vendor agrees as follows:

- A. The Vendor will not discriminate against any client or applicant for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin. The Vendor will take affirmative action to ensure that clients, applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
- B. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts.

9. **CONFLICT OF INTEREST:**

- A. The Vendor further covenants that in the performance of this Agreement that it does not have any interest, direct or indirect, which will conflict in any manner or degree with the performance of the services hereunder, as set forth in chapter 268A of the Massachusetts General Laws.
- B. No officer or employee of the City shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested. No officer or employee of the City shall have any interest, direct or indirect, in the Agreement or the proceeds thereof.

10. **APPLICABLE LAW AND EXCLUSIVE FORUM:**

- A. This agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The parties hereto expressly agree that the sole and exclusive place, status and forum of this agreement shall be the City of Springfield, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

11. **COMPLIANCE WITH LAWS:**

The Vendor shall comply with all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

12. **EFFECTIVE DATE:**

EXHIBIT A

COST PROPOSAL

PAYMENT AND SCHEDULE

ATN will invoice the SLD and SPS according to the rates and regulations shown below and defined in the tariff attached to this Cost Proposal. The SLD will be invoiced directly for the amounts covered under the E-Rate discount program, and SPS will be invoiced for the remainder amount. A detailed schedule for these discounts as provided by the E-Rate program is included in the attached tariff. Over the term of this Contract, ATN shall commit to provide SPS with the best rate available for any customer of this service, and shall, in no case, exceed the rate currently published in the attached tariff.

Rate Schedule

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

Service	Installation	Monthly charge per Customer Site
DLTS with Satellite Overlay Network	\$150	\$3,750
DLTS without Satellite Overlay Network	\$150	\$3,000

Locations and Installation

ATN will install DLTS with a satellite overlay network at 1 school site, Springfield Technology HS, State St. and DLTS without satellite overlay network at 46 Springfield school sites. Other locations may be added at the discretion of SPS in the first year or in subsequent years of this contract.

ATN will begin installation of the On-premise Equipment within thirty (30) days of SPS' receipt of a Funding Commitment Letter from the SLD if such letter is received on or after June 30, 2004.

At its own risk and with the approval of a schedule by SPS, ATN may begin installation at any time after the receipt of a Funding Commitment Letter from the SLD by SPS, even if the installations occur prior to the start of service, defined as July 1, 2004.

Total Cost

As a fully managed telecommunications service and assuming that the service begins on July 1, 2004, the 12 month total cost for DLTS to SPS is \$1,708,050.

EXHIBIT B

communication with your customer is essential.

NOTICE ON INVOICING

INVOICING DEADLINES: After a Form 486 has been properly filed, the SLD must receive an invoice from either the applicant or the service provider in order to make payments for approved discounts on eligible services. Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, is filed by the applicant; Form 474, Service Provider Invoice Form, is filed by the service provider. Invoices must be postmarked no later than 120 calendar days after the last date to receive service or 120 calendar days after the date of the Form 486 Notification Letter, whichever is later. If an invoice is postmarked after the later of those two dates, payment will be denied.

Please note that the SLD encourages service providers to work with their customers to establish whether discounts will appear on bills or whether customers prefer a reimbursement process. The SLD will process either reimbursements based on Form 472 (BEAR) or discounts based on Form 474 (SPIE) for a given ERN. Once established, however, the selected process - SPIEs or BEARs - must be used consistently for the entire Funding Year.

NOTE: The SLD will base the billing mode (reimbursement or discounting) on the first invoice type that it processes for payment. It is therefore imperative for the service provider and the customer to establish together the preferred invoicing mode.

EXPLANATION OF INFORMATION PROVIDED IN THE FORM 500 NOTIFICATION LETTER

On the following pages is a list of ERNs under which you are providing service and for which the applicant has notified us that it is making a modification. To help you understand this list, the following definitions are provided. Most of these are identical to the definitions that were included in the Funding Commitment Decision Letters (FCDL) earlier sent to you.

Funding Request Number (ERN): A Funding Request Number is assigned by the SLD to each Block 5 on the applicant's Form 471 once an application has been processed. This number is used to report to applicants and service providers the status of individual discount requests submitted on a Form 471.

Form 471 Application Number: A unique identifier assigned to a Form 471 application by the SLD.

Name of 471 Billed Entity Applicant: The name of entity that applied to the SLD, from Item 1 of the Form 471.

Entity Number: A unique identifier assigned by the SLD for the Billed Entity applicant.

Name of Form 500 Contact Person: The name of the contact person from Block 1 of the Form 500.

Form 500 Contact Person Information: Mailing address from Block 1, Item 5 of the Form 500, telephone number, fax number, and e-mail address.

Funding Year: The funding year for which discounts have been approved. Funding years begin on July 1 and end on the following June 30. Funding years are designated by the calendar year in which they begin.

Billing Account Number: The account number that you have established with your customer for billing purposes. This will be present only if a Billing Account Number was provided on Form 471.

Service Start Date Change (SHOWN ONLY IF REQUESTED): The New Service Start Date as indicated on the Form 500. If this date is marked with an asterisk, it was changed by SLD from what the applicant indicated on the Form 500 to be in compliance with program rules and an explanation for the change has been provided. This date as shown is controlling and USAC will not reimburse discounts on services delivered prior to this date.

Service Start Date Change Explanation (SHOWN ONLY IF RELEVANT): If the Service Start Date is marked with an asterisk, this field will appear to explain why SLD changed the date. One of the following explanations may appear:

AVSCD: The Service Start Date may not be before the Allowable Vendor Selection/Contract Date (AVSCD) from the Form 470 cited for this ERN on the Form 471. If the applicant indicated an earlier SSD on the Form 500, SLD changed the SSD to the AVSCD.

EXHIBIT B

FORM 500 NOTIFICATION LETTER FUNDING COMMITMENT SYNOPSIS (Funding Year 2004)

Service Provider Name: Achieve Telecom Network of MA, LLC
Service Provider Identification Number: 143026761

Funding Request Number: 1207981

Form 471 Application Number: 433768

Name of 471 Applicant: SPRINGFIELD PUBLIC SCHOOLS

Entity Number: N/A

Name of Form 500 Contact Person: ROBERT G. HAMEL

Form 500 Contact Person Information: 195 STATE STREET P.O. BOX 1410, SPRINGFIELD, MA
01102-1410, 413-787-7870, 413-787-7211,
HAMELR@SPS.SPRINGFIELD.MA.US

Funding Year 2004: 07/01/2004 - 06/30/2005

Billing Account Number: N/A

Contract Expiration Date Change: 06/30/2005; 09/30/2006

**** Transmit Conf. Report ****

P.1

Jan 6 2006 15:08

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
919735996542	NORMAL	6, 15:08	2'14"	6	* O K	



Central Office
P.O. Box 1410
195 State Street
Springfield, MA
01102-1410

THE PUBLIC SCHOOLS of SPRINGFIELD, MASSACHUSETTS

Robert G. Hamel
Assistant to Superintendent

Office Voice: (413) 787-7870
E-Fax: (801) 729-5015
Office Fax: (413) 787-7211
Home Office: (413) 572-1255
E-mail: hamelr@sps.springfield.ma.us

FAX TRANSMISSION

DATE: **January 06, 2006**

TO: **Letter of Appeal**
Schools & Libraries Division
471 App #: 433768 / FRN #: 1207981

FAX Number: **973-599-6542**

Number of FAX Pages: (including cover sheet) 6

Please be advised that I am in receipt of your letter dated 12/30/2005 (see attached) and a formal appeal packet was FedEx'd to the SLD on 01/04/2006. A copy of the appeal letter is attached for reference purpose. Should you have any questions, please do not hesitate to contact me.

1. Include the name, address, telephone number, fax number, and (if available) e-mail address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the decision letter and the decision you are appealing:
 - appellant name,
 - applicant or service provider name,
 - BEN and/or SPIN,
 - application or form number as assigned by the SLD,
 - name of the letter and funding year (both are located at the top of the letter), **AND**
 - the exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by the SLD's decision. If you are a service provider, please provide a copy of your appeal to the applicant affected by the SLD's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to the SLD by e-mail, use the "Submit a Question" feature on the web site at www.sl.universalservice.org. Click "Continue," choose "Appeals" from the Topics Inquiry on the lower portion of your screen, and click "Go" to begin your appeal submission. The system will prompt you through the process. The SLD will automatically reply to incoming e-mails to confirm receipt.

To submit your appeal to the SLD by fax, fax your appeal to (973) 599-6542.

To submit your appeal to the SLD on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division
Box 125 - Correspondence Unit
80 South Jefferson Road

Thank you for your interest in the Schools and Libraries Universal Service Program.

Universal Service Administrative Company
Schools & Libraries Division

SUPPLEMENTAL FORM 471 APPLICATION

APPROVAL LETTER

December 30, 2005

Robert Hamel
Springfield Public Schools
195 State Street
P. O. Box 1410
Springfield, MA 01102-1410

COPY

Form 471 Application Number: 433768

Lowell Etzler

This letter is your notification that the FCC Form 471, *Services Ordered and Certification Form* you submitted for **Minor Modifications** was received and is not approved. You are not authorized to make the changes identified in your submission.

FRN(s): 1207981
Decision: Not Approved

Your request is not approved for the following reason(s):

- The applicant did not fully respond to the Administrator's request for information.

Please keep this letter for your records. This is the only notification you will receive indicating the processing of the above-submitted form.

If you have any questions regarding the above information, please write to us at "SLD, Box 125- Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981."

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by the SLD or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:



Central Office
 P.O. Box 1410
 195 State Street
 Springfield, MA
 01102-1410

THE PUBLIC SCHOOLS of SPRINGFIELD, MASSACHUSETTS

Dr. Joseph P. Burke
 Superintendent of Schools

Voice: (413) 787-7087
 Fax: (413) 787-7171
 E-mail: burkej@sps.springfield.ma.us

Date: January 03, 2006

To: Letter of Appeal
 Schools & Libraries Division
 Box 125 - Correspondence Unit
 80 South Jefferson Road
 Whippany, NJ 01981

Re: APPEAL
 Form 471 Application Number: 433768
 FRN #: 1207981
 Funding Year: 2004-2005
 Billed Entry Number: 120089

COPY

FedEx US Airbill
 Express

FedEx Tracking Number 8524 9424 5303

1 From *Please print and use for tracking*
 Date 1-4-06 Sender's FedEx Account Number 1692-4894-0
 Sender's Name Robert Humel Phone 413-787-7870
 Company SPRINGFIELD PUBLIC SCHOOLS
 Address 195 STATE ST
 City SPRINGFIELD State MA ZIP 01103-1704

2 Your Internal Billing Reference OPTIONAL

3 To
 Recipient's Name Letter of Appeal Phone
 Company Schools & Libraries Div.
 Recipient's Address Box 125 - Correspondence Unit
 Address 80 South Jefferson Rd
 City Whippany State NJ ZIP 01981

0215 5PM12 Sender's Copy

4a Express Package Service
 FedEx Priority Overnight FedEx Standard Overnight
 FedEx 2Day FedEx Express Saver

4b Express Freight Service
 FedEx 1Day Freight* FedEx 2Day Freight
 FedEx 3Day Freight

5 Packaging
 FedEx Envelope* FedEx Pak* FedEx Box
 FedEx Tube Other

6 Special Handling
 SATURDAY Delivery Available ONLY for
 HOLD Weekday at FedEx Location
 HOLD Saturday at FedEx Location
 No Yes Yes Dry Ice Cargo Aircraft Only

7 Payment Bill to: Sender Recipient Third Party Credit Card Cash/Check

Total Packages 1 Total Weight Total Declared Value* \$.00

8 Sign to Authorize Delivery Without a Signature

Try online shipping at fedex.com
 By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.
 Questions? Visit our Web site at fedex.com
 or call 1.800.GoFedEx 1.800.463.3333.

0308365544

466

COPY

months of Recurring charges. The original FRN was issued on June 14, 2005, sixteen (16) days prior to the original "End of Service" date of June 30, 2005...creating a physical impossibility. As a result the vendor contacted the SLD requesting the proper procedure for obtaining a twelve (12) month extension on the FRN. Those instructions were followed to the letter and an email was issued by the SLD (see attached) authorizing the vendor to proceed. However, as stated earlier, the revised FRN was completely contradictory to previous correspondences. Below you will find a copy of the time table for all SLD-Vendor-Springfield Public Schools correspondence / contact:

- *Form 471 # 433768 / 1207981 was filed for the year 07/01/2004 – 06/30/2005*
 - *The FC DL was issued on 06/14/2005 for \$1,468,923.00*
 - *The SLD was contacted immediately regarding the late award for 12 months of service and both SPS and the vendor were informed that that was not a problem as there was an automatic extension on the FC DL and that by filing a Form 500 to extend it through 09/30/2006 the funding could be utilized over the next 12 months.*
 - *The Form 500 was filed and an approval to proceed was issued on August 08, 2005*
 - *The contract was then sent to the city for enactment as City Ordinances forbid the processing of any contract for a given Fiscal Year prior to July 1st of that Fiscal Year and written confirmation of funding sources are secured. Note: The City of Springfield is currently under the oversight of a State Financial Control Board and all such contracts must additionally have their review and approval also. The contract was finalized on 10/27/05 after a number of modifications were implemented and returned to my office in early November.*
 - *The Form 486 was filed on November 14th as SLD regulations require that it be filed either:*
 - *Within 120 days of the FC DL*
 - *Or within 120 days of the Start of Service.*
- The service start date (noted on the 470 was 10/27/2005) and service was schedule to terminate 09/30/2006 for 11 month's of service. (A Form 486 cannot be filed until service starts, as that is the nature of the document, and service cannot start until all appropriate paperwork is completed.)*
- *Service Substitution filed on November 30, 2005 and approval was issued on December 05, 2005*
 - *SLD email noting insufficient funding issued on December 15, 2005 and Springfield Public Schools' email seeking clarification was issued immediately.*
 - *Numerous emails and phone calls occurred between December 15, 2005 and December 21, 2005 with a final email issued by Springfield Public Schools on December 22, 2005 indicating its intent to file an appeal.*
 - *All of the above was completed within constant communication between the SLD, the vendor and SPS either by phone, email, and/or FedEx shipments.*

Springfield Public Schools has filed all forms appropriately and in a timely manner. Furthermore, we have contacted the SLD on all concerns and followed their directions to the letter. Therefore we are requesting the following:

1. that the FRN be restored to the original amount as awarded on August 14, 2005;
2. that the twelve month timeframe, as originally requested, be re-schedule appropriately;
3. that the Service Substitution be re-instated as approved on December 05, 2005.

Should you have any questions, please contact my office. Thank you for your assistance in this matter.



Dr. Joseph P. Burke, Superintendent
Springfield Public Schools

**Springfield, MA Appeal to the
Federal Communications Commission**

ATTACHMENT 4B

**SPRINGFIELD PUBLIC SCHOOLS
TECHNOLOGY SERVICES AGREEMENT**

THIS AGREEMENT made by and between the CITY OF SPRINGFIELD, a municipal corporation within the County of Hampden and the Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its School Committee and Chief Procurement Officer with the approval of its Mayor, (hereinafter called the "City"), and **Achieve Telecom Network of MA, LLC.**, a Nevada LLC located at: **40 Shawmut Road, Suite 200, Canton, MA 02021**, (hereinafter referred to as the "Vendor").

RECITALS

WHEREAS, the City through its School Committee and Chief Procurement Officer is seeking a vendor to provide technology services as more specifically defined in Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter "Technology Services") to: Springfield Public Schools and

WHEREAS, the Vendor has the necessary qualifications, expertise, experience and ability to provide the Technology Services on behalf of the City; and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. The Vendor shall, in a professional and proper manner, provide Technology Services in accordance with the terms and conditions of this Agreement and pursuant to Commonwealth of Massachusetts State Contract(s) identified as: MA(OSD) ITS07 (hereinafter referred to as "the State Contract").

1. In accordance with the terms and conditions of this Agreement and the State Contract, the Vendor represents that it is qualified to perform the Technology Services and has obtained all requisite licenses and permits to perform the Technology Services.
2. The Vendor shall attend all necessary conferences and meetings with the City during all stages of the Technology Services.
3. The Vendor and City recognize that the technology industry is constantly evolving and that modifications to the Technology Services may be required and therefore, agree that the Vendor shall consult with the City through its designee Robert G. Hamel, Assistant to the Superintendent, and receive his prior written approval before making any allowable modifications to the Technology Services defined in Exhibit "A" and shall conform its Technology Services to such approved modifications.

2. TIME:

The Vendor hereby agrees with the City to furnish & deliver Technology Services for a period of one (1) year commencing on July 01, 2005 and shall be completed by June 30, 2006, unless amended by the parties hereto.

3. **COMPENSATION, PAYMENT AND BILLING PROCEDURE:**

- A. It is expressly agreed and understood that in no event shall the City have any financial liability under this Agreement and that the funding for this contract shall be in the amount of:

One Million Six-Hundred Seventy-One Thousand Nine-Hundred Dollars and 00/00 (\$ 1,671,900.00)

and shall be provided for as specified in Sections B,C,D,& E detailed below.

- B. If the City is eligible for a Universal Service Fund Discount for the Technology Services from the Schools and Library Division (hereinafter "S.L.D.") of the Universal Service Administrative Company (hereinafter "USAC") which is a non-profit corporation which administers the Universal Service Fund for the Federal Communication Commission ("FCC"), payment for the Technology Services will be made either by the Service Provider Invoice method ("SPI") or a Billed Entity Applicant Reimbursement ("BEAR") method as specified by USAC under the FCC "ERATE" program. Under the "SPI" method of reimbursement, the City will pay only its discounted share to the Vendor; the balance of the invoice is paid or credited to the Vendor by USAC. In some situations the SPI method of payment is impractical. In such cases, the City may choose the BEAR method of payment. Under the BEAR method, the City will pay Vendor's invoice in advance of the City receiving the USAC reimbursement. Under the BEAR method, when and if a USAC funding commitment letter is later obtained, the City will request a reimbursement from USAC. **Upon receipt of the BEAR, the Vendor must promptly remit that sum to the City. If the BEAR method is used, once the Vendor obtains the reimbursement from USAC, the Vendor acts merely as a pass-through and must reimburse the City its money. The parties agree that any BEAR Reimbursement is the absolute property of the City and that the Vendor has no legal or equitable right to the BEAR Reimbursement.**

- Pursuant to Exhibit B: **ERATE Funding Commitment Letter – 02/08/2006**

- C. *Pursuant to Vendor's quote attached hereto as Exhibit "A" and pursuant to applicable Commonwealth of Massachusetts Blanket pricing, USDLA (United States Distance Learning Association) agrees to compensate Vendor for Technology Services less any monies awarded through direct payment by S.L.D. to the Vendor as referenced in this Agreement and consistent with applicable federal statutes, regulations, and USAC's rules and manual.

- D. *Payments will be made pursuant to paragraph 3.C of this Agreement only upon the submission of an invoice to the City that clearly states the services provided, including the date and nature of the services rendered. Invoices must be submitted in triplicate and mailed to:

**United States Distance Learning Association
Attn: USDLA Digital Divide Fund
8 Winter Street, Suite 508
Boston, MA 02108-4705**

- *Pursuant to Exhibit C: **USDLA Co-Pay Funding Commitment – 08/31/2005**

- E. The City shall not be liable for any services, expenses, or costs in connection with the Technology Services in excess of the amount currently appropriated therefore under this Agreement or any amendments hereto.

4. **TERMINATION:**

The City may terminate this Agreement for any reason prior to the date of expiration with 15 days written notice. In the event of termination of this Agreement, the sole remedy available to Vendor is the amount of fees for Technology Services rendered but not yet paid.

5. **REMEDIES OF THE CITY:**

If Vendor shall provide services to the City in a manner which are not to the satisfaction of the City, City may suspend or terminate payment to Vendor in whole or in part, until the Technology Services described in Exhibit A are completed to the satisfaction of the City and in addition may:

- A. require the Vendor to provide Technology Services which are satisfactory to the City at no additional cost to the City, or
- B. obtain services at the cost of the Vendor in substitution for those due from the Vendor, or
- C. terminate this Agreement.

6. **LIABILITY AND INSURANCE:**

- A. The Vendor shall at its own expense shall provide, maintain and require its subcontractors to provide and maintain all insurance for its employees, including disability, worker compensation and unemployment compensation, in accordance with the statutory requirement of any state where the work is performed. The Vendor is an independent contractor and is not an employee or agent of the City.
- B. The Vendor shall indemnify and hold harmless the City against any and all liability, lost damages, costs or expense for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the Technology Services performed under this Agreement by reason: of any negligent action/inaction or willful misconduct of the Vendor, its agents or persons employed by the Vendor, or any of its subcontractors.

7. **SUCCESSORS AND ASSIGNS:**

- A. The City and the Vendor each binds itself, and legal representatives to such other party with respect to all covenants of this Agreement.
- B. Neither the City nor the Vendor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party thereto.

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this Agreement, the Vendor agrees as follows:

- A. The Vendor will not discriminate against any client or applicant for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin. The Vendor will take affirmative action to ensure that clients, applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
- B. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts.

9. **CONFLICT OF INTEREST:**

- A. The Vendor further covenants that in the performance of this Agreement that it does not have any interest, direct or indirect, which will conflict in any manner or degree with the performance of the services hereunder, as set forth in chapter 268A of the Massachusetts General Laws.
- B. No officer or employee of the City shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested. No officer or employee of the City shall have any interest, direct or indirect, in the Agreement or the proceeds thereof.

10. **APPLICABLE LAW AND EXCLUSIVE FORUM:**

- A. This agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The parties hereto expressly agree that the sole and exclusive place, status and forum of this agreement shall be the City of Springfield, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

11. **COMPLIANCE WITH LAWS:**

The Vendor shall comply with all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

12. **EFFECTIVE DATE:**

This Agreement becomes effective upon execution by the Mayor of the City of Springfield and, if subject to USAC reimbursement, (a) the approval of the maximum allowable funding by the S.L.D. as referenced in 3 above or (b) an authorizing vote of the Springfield School Committee to proceed at less than maximum allowable funding by the S.L.D.

13. **EXTENT OF AGREEMENT:**

This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor.

IN WITNESS WHEREOF, the **CITY OF SPRINGFIELD**, acting by and through its School Committee and Chief Procurement Officer, with the approval of its Mayor, have executed this Agreement as a seal instrument on the day and year dated below.

VENDOR: Achieve Telecom Network of MA, LLC.

By: Victor E. Gatto

CITY OF SPRINGFIELD

Joseph P. Burke
Superintendent of Schools

Approved as to Form:

Monica T. Perrin
Associate City Solicitor 3/15/06
Assistant

Penelope R.
AD
Michael P. P.
JME

Approved as to appropriation:

\$1,671,900.00 # 6 -

SCHOOL COMMITTEE
Edna Coburn
Chief Procurement Officer

FUND: NONE N/A

Michael J. Gault 3/27/06
City Auditor

Theresa Spunberg
Chief Financial Officer

REVIEWED AND APPROVED:
SPRINGFIELD FINANCE CONTROL BOARD
BY ITS DESIGNEES:

Charles V. Ryan
CHARLES V. RYAN, MAYOR

Date Signed: 3/14/06

ALAN LEBOVIDGE, CHAIRMAN

Date Signed: _____

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of Achieve Telecom Network held on June 23, 2004 at which time all voted that Victor E. Gatto, Chairman

of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate seal thereto, and such execution of any contract

of obligation in this Company's name on its behalf by such person Victor E. Gatto under seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY,
ATTEST: Victor E. Gatto

PLACE OF BUSINESS:
40 SHAWMUT RD, SUITE 200
CANTON, MA 02021

DATE OF THIS CONTRACT:

I hereby certify that I am Clerk of Achieve Telecom Network and that Victor E. Gatto is duly elected Chairman

of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

George E. Christodoulo
(Clerk's Signature)
GEORGE E. CHRISTODOULO
(CORPORATE SEAL)



EXHIBIT A

Springfield Public Schools

Response to 470 Application Number

239190000516268



December 9, 2004

Mr. Robert G. Hamel
195 State Street
Springfield, MA 01102-1410

EXHIBIT

A

Subject: **Response to 470 Application Number: 239190000516268**

Achieve Telecom Network **SPIN Number 143026761** is pleased to submit this response to 470 Application Number **239190000516268** for your review and consideration in response to your request for **Digital Transmission Service**. We are confident in our ability to successfully complete this engagement and welcome the opportunity to showcase the value we bring our clients. We currently have projects with DC Public Schools, and three school districts in Massachusetts. We are an Eligible Telecommunications Service Provider with the SLD and offer a fully managed telecommunication service.

In support of these goals, please reference the attached proposal, which documents the scope of work, pricing and specifications.

If you have any questions with regard to the attached proposal or need any further assistance please feel free to contact me at 781-737-1892 or on my cell at 865-806-3453.

Sincerely,

Nicholas A. Gatto
Sales Manager

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1. Executive Summary

The Achieve Telecom Network's distance learning transmission service, called **AchieveXpress**, is a comprehensive telecommunications service that permits video, audio and text to be transmitted from one site to one or more sites for use by emergency management, corporations, government facilities, educational institutions or libraries. The telecommunications services of AchieveXpress are used to electronically deliver training and instructional materials and other data to equipment provided by Achieve Telecom that is then connected to the Customer's local area network. Achieve Telecom provides AchieveXpress as a fully managed telecommunications service and can use existing Customer bandwidth for delivery or provision additional terrestrial or satellite connectivity.

The AchieveXpress solution provides infrastructure solutions for distance learning and other applications that require multi-media formats and delivery of all media and content to multiple locations. The AchieveXpress solution significantly enhances the security, reliability, quality and manageability of distance learning applications and content. In addition, AchieveXpress enables K-12 school districts and other customers to move information close to every targeted end-user and enhance overall learning by synchronizing information across the entire district. The underlying premise of AchieveXpress is to, "Get valuable information where it is needed, when it is needed in a secure, reliable and high quality manner that eliminates any management responsibility for school personnel."

AchieveXpress provides a limited suite of applications, focused on the critical need for authentication and authorization. The key feature of DLTS is the underlying infrastructure that enables school-selected applications to provide users with the maximum benefit and increase the K-12 school district's ability to shared high-quality resources (video, audio and text assets) across the entire teaching and learning spectrum and across all grades, teachers and students by means of this distributed network service. AchieveXpress does not provide any of the content that is to be delivered, but rather provides the transmission circuit over which this delivery shall take place. Achieve Telecom will provide the Customer with the information necessary to format Customer-provided or Third-Party content for use over the AchieveXpress network.

Educational resources and training via AchieveXpress can be delivered live or on-demand and at the quality that teachers and students expect from cable TV-like experiences. Teachers and students can access educational material collectively in a central school location or individually from their school, office and home computers. AchieveXpress also provides an integral relay closure capability that can be used to trigger an emergency alert notification, called **Achieve Alert**.

EXHIBIT A

Achieve Telecom delivers AchieveXpress as a managed telecommunications service. Schools and libraries are eligible for funding discounts by the Federal E-rate program that provides between 20% and 90% of the total cost to eligible K-12 schools and libraries.

2.0 Overview of Achieve Telecom Network Products and Services

The AchieveXpress service provides robust Internet Protocol ("IP") delivery across a Wide Area Network ("WAN") that in turn provides a single point of access to the customer's Local Area Network ("LAN").

AchieveXpress is the product of Achieve Telecommunications Network of MA ("Achieve Telecom") a registered telecommunications service provider in the Commonwealth of Massachusetts that provides distance learning transmission networks as a tariffed common carrier to business customers across the United States. Achieve Telecom is an inter-exchange carrier within the Commonwealth of Massachusetts subject to the review and regulation of the Massachusetts Department of Telecommunications and Energy. This same service is also offered on an inter-state basis, as identified in Achieve Telecom Network's Form 499-A filing with the Federal Communications Commission.

AchieveXpress

Achieve Telecom Network's Distance Learning Transmission Service

The Achieve Telecom Network's Distance Learning Transmission Service, called AchieveXpress, is a comprehensive telecommunications service that permits video, audio and text files to be transmitted from one site to one or more sites for use by corporations, government facilities, educational institutions, or libraries.

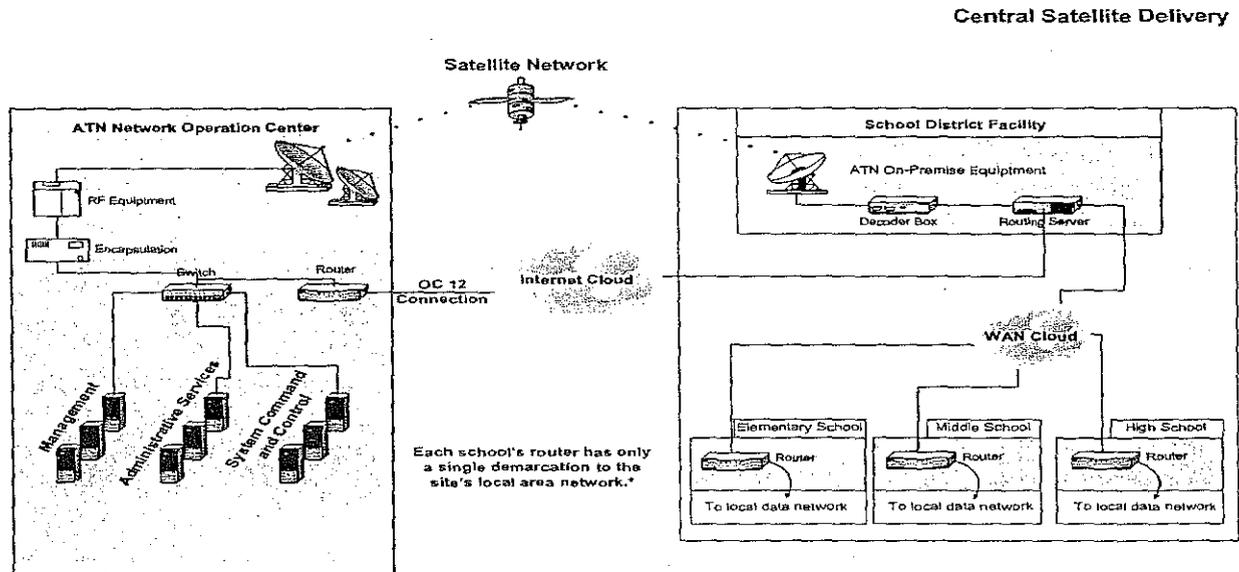
The telecommunications services of AchieveXpress are used to electronically deliver instructional materials and other data to equipment provided by Achieve Telecom that is then connected to the Customer's local network.

AchieveXpress does not itself provision the content that is to be delivered, but rather provides the transmission circuit over which this delivery shall take place. Achieve Telecom provides the Customer with the information and protocols necessary to format the content for use over AchieveXpress. The Customer is responsible for providing content, whether it is Customer-owned or provided by other Third Parties, and the Customer is responsible for ensuring that all content placed on the Achieve Telecom's network is appropriately licensed for this use. Circuit connectivity is provided over the Public Switched Telephone Network (PSTN) and, depending on the bandwidth needed for the transmission of digital signals, is augmented by a private satellite overlay network. At a minimum 5mbps of bandwidth is provided.

The comprehensive AchieveXpress option provides access to Achieve Telecom's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning. In addition, AchieveXpress is delivered with the Achieve Alert functionality (described in detail below).

EXHIBIT A

The basic system architecture for AchieveXpress is shown in the following diagram:



*LAN can function completely independent of the Satellite Delivery Network.

In simple but powerful terms, AchieveXpress creates the delivery highway over a WAN for multimedia content to the customer's LAN for use by identified learners.

The AchieveXpress service, as shown in the diagram above, is composed of the following five (5) key elements:

1. **Network.** The service includes satellite and terrestrial networks for distributing content and for quickly accessing the Internet. Typically, the service is deployed with a terrestrial WAN, providing virtual LAN connectivity between schools in the district. This network may be augmented by the satellite network, multicasting video and associated teaching content from an uplink at the NOC to satellite receivers at the schools. Bandwidth on this network will be provisioned to support the aggregate usage and will initially be configured for 5 Mbps (burstable).
2. **Network Operations Center.** The NOC provides overall network management and control.
3. **School equipment.** The AchieveXpress equipment installed at each school receives the content delivery, interfaces with the WAN, stores the delivered content and then re-serves it on-demand over the LAN to the students and teachers.
4. **Achieve Alert.** This comprehensive emergency notification system is provided as an installed feature of AchieveXpress.
5. **Equipment installation and service.** The AchieveXpress solution provides full installation, support, and help desk/maintenance services as well as associated documentation, IT staff and end user training as a fully managed service.

EXHIBIT A

This is a complete turnkey end-to-end distance learning service that can be combined with rich media educational videos and lessons from third-party distributors designed to take advantage of the latest educational technologies.

AchieveXpress includes:

- **Achieve Alert for Emergency Notification Services**

AchieveXpress provides an emergency notification service, called Achieve Alert. The Achieve Telecom network provides an integral relay closure capability that can be used to trigger emergency notification and then specific follow-up directions and instructions to all user devices on the network. An example of an expected use would be for the statewide or local emergency manager to initiate an alarm to all schools on the network that directs all users to await further instructions over the Achieve Telecom network, to tune the television to a predetermined channel, or to go to predetermined web site. The Achieve Alert system is maintained at the NOC and may be accessed for the emergency notification by at one or more pre-determined agencies, such as the Superintendent of the School District, emergency response organizations at the Federal, State or Local level. The unique architecture of the Achieve Alert system provides for high levels of customization of Command and Control operations to the specifications of the designated agencies. In addition, multiple emergency responses by scenario can be crafted for each participating school district on the network as required, and the Achieve Alert system maintains the authorization and authentication protocols of the AchieveXpress network.

- **TutorXpress for Instructional Support to Students on State-Mandated Tests**

AchieveXpress provides TutorXpress with the resources to facilitate one-on-one and one-on-many interactive conferencing functions over the AchieveXpress network. This conference functionality can be used by School Districts to provide rigorous tutorials on the structure and format of the State graduation test, on the required content and on the specific student weaknesses that have been identified. Tutoring can be conducted in off-hours by regular teaching faculty who connect to the student(s) via the conferencing functionality of the network and partnerships are available with colleges on a local or national basis to provide additional tutoring resources.

EXHIBIT A

3.0 AchieveXpress Technical Specifications

This section provides the system specifications for the AchieveXpress service.

➤ On-Premise Equipment

The specifications for the hardware and software to be installed in each customer site are described in this section. At each site, the following complement of equipment will be provided:

○ Satellite Dish Receiver

A Ku-band satellite receiver dish, with an aperture of approximately 1.5m, will be installed at each school in districts that require a satellite overlay network for robust content delivery. The satellite dish's LNB output will be fed to the distribution server for demodulation and digitization.

○ Routing servers

A routing server will be installed in the school's data closet. Achieve Telecom has selected its routing server for its performance, breadth of functionality, and manageability as follows:

- Reception of video and other education materials via the satellite downlink and/or terrestrial network. The routing server shall include the capability to receive multicast distributions that have been transmitted via a reliable, compressed format and to automatically reconstruct and request any missing transmissions. Content may be periodically refreshed by the central distribution server, which transmits only the changes that have been made. Any change in content on the origin servers is automatically reflected throughout the network.
- Storage of videos and related educational material for playback over the school's LAN. Storage shall be configured in a RAID 5 (Redundant Array of Independent Disks) manner, such that failure of any single disk does not cause loss of content or a system failure. Video storage shall be sufficient to store at least 250 titles (125 hours), where the average title is 30 minutes long and encoded at 1 Mbps (approx. 80 GB).
- Routing server streaming functionality. The delivery server shall stream high quality video over IP using an embedded application-layer Windows Media Technology server. This server shall stream videos encoded in Windows Media format to end users, controlling bandwidth and connection quality

EXHIBIT A

while enabling videos to be played even when the Internet connection to the NOC is not operational. Additionally, the server shall support both MPEG1 and MPEG2 video streaming to end user PCs.

The Achieve Telecom routing server supports overall service and content management, by providing the hosting center with the following information:

- Periodic status updates, reflecting the health of the server and associated applications;
- Remote configuration interface, enabling Achieve Telecom to centrally configure and control the equipment from the hosting center and to remotely distribute software upgrades to the system;
- Content usage data, identifying who saw what, when, and with what quality;
- Content status storage utilization, identifying content stored on the Achieve Telecom server;
- Connectivity between the Achieve Telecom server and the school's LAN shall be via a 100 Base-T Ethernet interface. The Achieve Telecom server shall provide an additional Ethernet interface to provide additional or redundant connectivity to the LAN or to a remote site. The schools infrastructure should provide a minimum of one switched Ethernet connection to each classroom, WAN connectivity to the Internet and a public IP address.

The routing server shall be interoperable with the content distribution, webcasting authentication, network management, remote administration, and log aggregation protocols employed by the NOC central routing server used by the network operations and hosting service.

➤ Installation Kit –

Achieve Telecom will install the equipment, and provide the necessary hardware to support this installation, including the following:

- Satellite receiver antenna and roof or exterior wall mounting kit. (If required)
- Routing server with mounting hardware. The routing server will be available either in a router/card, 1 RU (1.75") EIA standard rack-mount or in a tower configuration. During the installation survey, a determination will be made as to the best configuration for each school or library.
- Cabling between the routing server and the a) satellite receiver antenna, b) access router, and c) LAN switch.

Achieve Alert for Emergency Notification Services

Achieve Alert is an integrated content delivery system that provides a comprehensive approach to emergency response and management. Achieve Alert delivers critical alerts, relevant

EXHIBIT A

information, and proper response training with public Internet and private network solutions. Achieve Alert provides:

- Comprehensive approach to emergency response and management
- Delivery of critical alerts, relevant information, and proper response training
- Delivery on-time and to identified targeted audiences
- Security of a private network
- 24/7 emergency notification service

The Achieve Alert network provides an integral relay closure capability that can be used to trigger emergency notification and then specific follow-up directions and instructions to all personal computers and other user devices on the network. An example of an expected use would be for the statewide or local emergency manager to initiate an alarm to all customers on the network that directs all users to await further instructions over the Achieve Telecom network, to tune the television to a predetermined channel, or to go to predetermined web site. The Achieve Alert can be initiated at the NOC and/or from designated management points in the customer WAN/LAN configuration, such as Emergency Response Managers at the Federal, State or Local level and/or the Superintendent of the School District.

Key features of Achieve Alert:

- Delivery from our NOC or alternative site(s) as designated
- Emergency signals may be transmitted in video, audio or data formats
- Additional emergency instructions may also use multiple formats
- Delivery of the alert signal to all individual user interfaces on the network
- Full archiving, tracking and report generation
- Authorization and authentication protocols of the AchieveXpress network

The unique architecture of the Achieve Alert system provides for high levels of customization of Command and Control operations to the specifications of the designated agencies. This allows multiple emergency responses by scenario to be crafted for each participating customer, Emergency Management headquarters, public health center, and school district, as required. In addition, the Achieve Telecom bandwidth, both terrestrial and celestial, may be made available for comprehensive and immediate notices from senior officials of the state and/or local emergency authorities.

Key Benefits of the Achieve Alert system:

- Customizes and coordinates Emergency and Contingency Planning
- Improves Emergency Response Time and Performance
- Records the Actions taken
- Ready to be Deployed today

EXHIBIT A

Achieve Alert Functionality

Achieve Alert provides functionality for emergency notification and rapid information transmission and access to Achieve Telecom's transmission facilities. Achieve Alert supports high-speed video, audio and data signals that may be used to notify users on the network of an emergency, transmit comprehensive instructions and procedures in a distance learning modality. The Achieve Alert system maintains the authorization and authentication protocols of the AchieveXpress network.

4.0 Achieve Telecom's Solution Partners

4.1 Dimension Data North America Overview

Dimension Data is a \$2 billion global technology services company. Dimension Data understands, builds and manages the applications and networks that power your organization. Unlike other IT services companies, Dimension Data has a unique combination of specialist skills and solutions to converge applications and networks. The result is a better return on your IT expenses.

We recognize to be effective, organizations need to collaborate seamlessly, both internally and with others. Effective partnering has helped organizations in both the public and private sectors become leaders in their community and among their peers- but achieving and maintaining that position isn't easy. These organizations know that getting the enabling technology right can mean the difference between success and failure. Dimension Data builds and manages the IT infrastructures that enable organizations to collaborate like market leaders.

Dimension Data employs more than 700 technical staff in the United States, with US headquarters in Reston Virginia. Dimension Data has offices in 30 countries and nearly 10,000 employees worldwide. A financially stable, mature solution provider. Dimension Data was established in 1983 is traded on the London Stock Exchange (symbol DDT) and is a member of the FTSE 250.

Dimension Data partners with industry specialists, such as Achieve Telecom to create vertical industry specific solutions. Dimension Data partners with leading technologies innovators, including Microsoft, Cisco, and EMC to build the infrastructure on which these solutions operate. The group holds elite certifications from each of these suppliers, with an emphasis on providing technical, professional and managed services to ensure our clients see optimal performance and return on their investment in these technologies.

Of Particular Relevance:

- **Educational Expertise:** Dimension Data's commitment to the education market has been sincere and effective. In the past six months, Dimension Data has provided IT solutions to 48 Colleges and Universities, 26 elementary and secondary schools, 16 Junior Colleges and 5 major libraries.
- **Using technology to educate in urban environments:** Our commitment to helping these organizations tap the power of emerging technologies to extend educational opportunities to those in urban environments is evident in our recent work on behalf of the Boston Public Library. (http://newsroom.cisco.com/dlls/ts_082203.html)

EXHIBIT A

- **Driving user adoption:** The Nielsen Norman Group, a world authority on Web usability, reviewed more than 100 intranets and recognized Inside, the ChevronTexaco intranet site designed by Dimension Data, in its third annual list of top ten intranets worldwide. We feel system usability is a critical component to the success of any educational system. Dimension Data brings design and usability expertise to our engagements.
http://www.didata.com/na/news/news_pr102203.asp
- **Financial Stability:** business stability is critical element to selecting any IT partner. Dimension Data is a \$2 billion company that has been in business since 1983, and as a public company, we provide full disclosure of our earnings.
http://www.didata.com/investors/inv_reports.asp

4.2 Cisco Systems, Inc. Overview

Cisco Systems, Inc. is the worldwide leader in networking for the Internet. Cisco's Internet Protocol-based (IP) networking solutions are the foundation of the Internet and most corporate, education, and government networks around the world. Cisco provides the broadest line of solutions for transporting data, voice and video within buildings, across campuses, or around the world.

Achieve Telecom uses Cisco content networking technologies in the delivery of our solution. The Cisco content networking portfolio, which includes both Layer 4-7 switching and content delivery network (CDN) products, helps business by enabling new applications and maximizing the agility and resilience of e-business infrastructures. Content networking complements and extends Cisco traditional Layer 2-3 network services by providing a higher level of security, availability, scalability, and manageability.

Cisco content networking devices add a layer of intelligence to the IP infrastructure to optimize Website performance, deliver content more efficiently, ensure content availability and security, and scale Websites and content-delivery systems. Cisco content networking provides a comprehensive end-to-end content-networking solution.

EXHIBIT A

5.0 AchieveXpress with Achieve Alert

The User Experience in K-12 Education

The following paragraphs describe the process flow of the AchieveXpress service from the K-12 education user point of view:

The AchieveXpress service provides teachers with access to the central content library where an extensive yet easily searchable virtual library of educational video content and related teaching materials are available to support both classroom and individual instruction. When teachers find titles of interest, they can preview the content from the central library via the school network and then request that the specific content title be delivered to the Achieve Telecom routing server at their specific school building. Lessons, video content and associated tests are viewed in a full-screen, digital cable-quality experience from either a PC for individual student use or via television or projector delivery for group viewing. The AchieveXpress system provides the school system with the tool to create interactive distance learning programming that can be hosted on the Achieve Telecom server at the school or at the Network Operating Center ("NOC").

- Key features of the AchieveXpress service are as follows:
 - Educational content, the AchieveXpress portal and the learning applications are stored and managed at the NOC, central content libraries or hosting service providers;
 - Interactive distance learning programs can be created and distributed
 - From a PC at school or at home, teachers are able to order video content to enhance their lessons, construct curriculums and lesson plans according to state requirements and the teacher's learning objectives

- Instructors and curriculum developers are able to:
 - Play videos or video clips on demand that are ordered from the central library and then stored for use on the server at their facility
 - Produce effective learning materials and with integrated testing to measure learning for each student
 - Deliver courses in the classroom or via distance learning
 - Monitor and manage each student's learning process
 - Share lesson plans and content with other instructors on the network
 - Easily and quickly integrate video content into lessons using the AchieveXpress portal.

- **AchieveXpress Portal Interface for the User**

The AchieveXpress portal integrates a video library browser, distribution and playback tool with web-based lesson management. The portal is a web-based tool that is accessed by teachers and students using the Microsoft Internet Explorer browser.

EXHIBIT A

The AchieveXpress video management service brings the highest quality education media to the classroom, and does so by employing the following functionality:

- **Browsing.** Teachers may browse the video title selection available at both the hosting center and school, searching by applicable grade level, course, keyword, etc. The browser displays available information describing the video, its constituent clips, and run lengths.
- **Preview.** During course preparation, teachers may view the video for applicability, and select that video for incorporation into the lesson activity from either her computer at school or at home.
- **Order and reserve.** One day prior to using the video in the class, the teacher should check if the video is available at the school. If the title is not at the school, the teacher may order the video for delivery from the NOC to the routing server in the school. Teachers can order, as many videos as they need – there are no additional charges associated with this ordering process. To ensure that their video is available the day of the class, teachers may reserve the video for a period of time. Unreserved videos may be automatically deleted by the system to provide space for new requests.
- **Play.** Videos that are at the school may be played with full VCR-like commands and will be streamed from the AchieveXpress server at the school.

➤ Network Connectivity

The AchieveXpress service will provision each customer site with the following connectivity:

Terrestrial connectivity with an additional satellite overlay network (if required) WAN with a minimum of 5 Mbps (burstable), dedicated to the transmission of content to the schools.

➤ Achieve Alert

The AchieveXpress service provides a 24/7 alert system, called Achieve Alert to all personal computers that are connected to the Achieve Telecom network. Depending on the protocols as agreed with the customer, the alert can be initiated from the Achieve Telecom NOC and from a designated management point in the customer WAN/LAN configuration. The alert would direct users to prepare for an announcement over the Achieve Telecom Network or point the user to a designated Cable TV, Internet or telephonic location for emergency reports and directions. In addition, the Achieve Telecom bandwidth, both terrestrial and celestial, may be made available for comprehensive and immediate notices from senior officials of the state and/or local emergency authorities.

6.0 AchieveXpress Customer Requirements

6.1 AchieveXpress Minimum Requirements: School, School District or Library

Stand-alone location

(Not part of a district of schools or library system interconnected by a WAN)

Dedicated Internet access

The minimum Internet access requires a “dedicated connection.” A dedicated connection is a connection that has access to the Internet at all times, not a dial-up connection. Connections of 64Kbs and less are adequate for video catalog access and system management but would provide very limited performance for Internet browsing for more than one or two PCs.

LAN – Local Area Network

The school’s LAN is used as the means of distribution to the classrooms from the installed media server. For best performance the LAN should have 100-baseT switched segments to each of the school’s classrooms. The LAN’s switch should be of a high performance design providing full bandwidth across all of its ports simultaneously. The LAN’s wiring should meet Cat-5 performance and use either 586 A or B termination standards.

Users PC

It is recommended the users PC have an Intel P2 processor or equivalent and 64 megabytes of RAM as a minimum. The operating system will need to be Microsoft Windows 95 or Apple OS 7 or higher. The PC will also need to have Windows Media Player 4.5 or higher and Microsoft Internet Explorer 5.5 or higher installed. The users PC will also required access to the school’s LAN.

Schools or Libraries within a localized school district or system WAN

Internet Access

Typical Internet access is assumed to be Fractional T1 or greater to each of the schools. It is further assumed that the school’s WAN is managed from a central location that provides firewall, DNS, and NAT type services. A typical installation would require the districts IT staff approve and configure the network to allow remote communication with the installed media servers. Specific requirements are dependent on the districts specific architecture. The school district’s IT department can contact Achieve Telecom to obtain more detailed information.

LAN – Local Area Network

The school's LAN is used as the means of distribution to the classrooms from the installed media server. For best performance the LAN should have 100-baseT switched segments to each of the school's classrooms. The LAN switch should be of a high performance design providing full bandwidth across all of its ports simultaneously. The LAN's wiring should meet Cat-5 performance and use either 586 A or B termination standards.

Users PC

It is recommended the users PC have an Intel P2 processor or equivalent and 64 megabytes of RAM as a minimum. The operating system will need to be Microsoft Windows 95 or Apple OS 7 or higher. The PC will also need to have Windows Media Player 4.5 or higher and Microsoft Internet Explorer 5.5 or higher installed. The users PC will also required access to the schools LAN.

6.2 AchieveXpress Minimum Requirements for End Users

QuickTime Player or WMP7 Windows Media Player 7.1 System Requirements for Windows 98, Windows 98 Second Edition, Windows 2000, Windows XP and Windows Millennium Edition

Minimum

- Microsoft Windows(r) 98, Windows 98 Second Edition, Windows 2000, Windows XP or Windows Millennium Edition
- Pentium 166 megahertz (MHz) processor
- 32 MB RAM
- 256-color video card

Recommended

- Windows 98, Windows 98 Second Edition, Windows 2000, Windows XP or Windows Millennium Edition
- Pentium or AMD Athlon K6 266 MHz processor or faster; * 64 MB RAM; * 24-bit true color video card

EXHIBIT A

Mac7 Windows Media Player 7.1 for Mac

Minimum

- Apple Mac OS 8.1 or later (Mac OS 8.6 or later recommended)
- PowerPC 603e 180 MHz or higher processor; *32 megabytes (MB) or higher of RAM * Virtual Memory turned on
- 10 MB of free hard disk space
- Monitor color depth of 256 colors (Millions of colors recommended)

Microsoft Internet Explorer 4.0.1 or later (Internet Explorer 5 or later recommended)

7.0 Pricing

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

Service	Installation	Monthly charge per Customer Site
DLTS with Satellite Overlay Network	\$150	\$3,750
DLTS without Satellite Overlay Network	\$150	\$3,000

ATN will install DLTS with a satellite overlay network at 1 school site. ATN will install DLTS without satellite overlay network at 45 school sites. The total cost for this service is \$138,750.00 per month or \$1,665,000.00 for twelve (12) months of service.

Installation charges of \$150.00 per location also apply. Non-recurring charges total \$6,900.00.

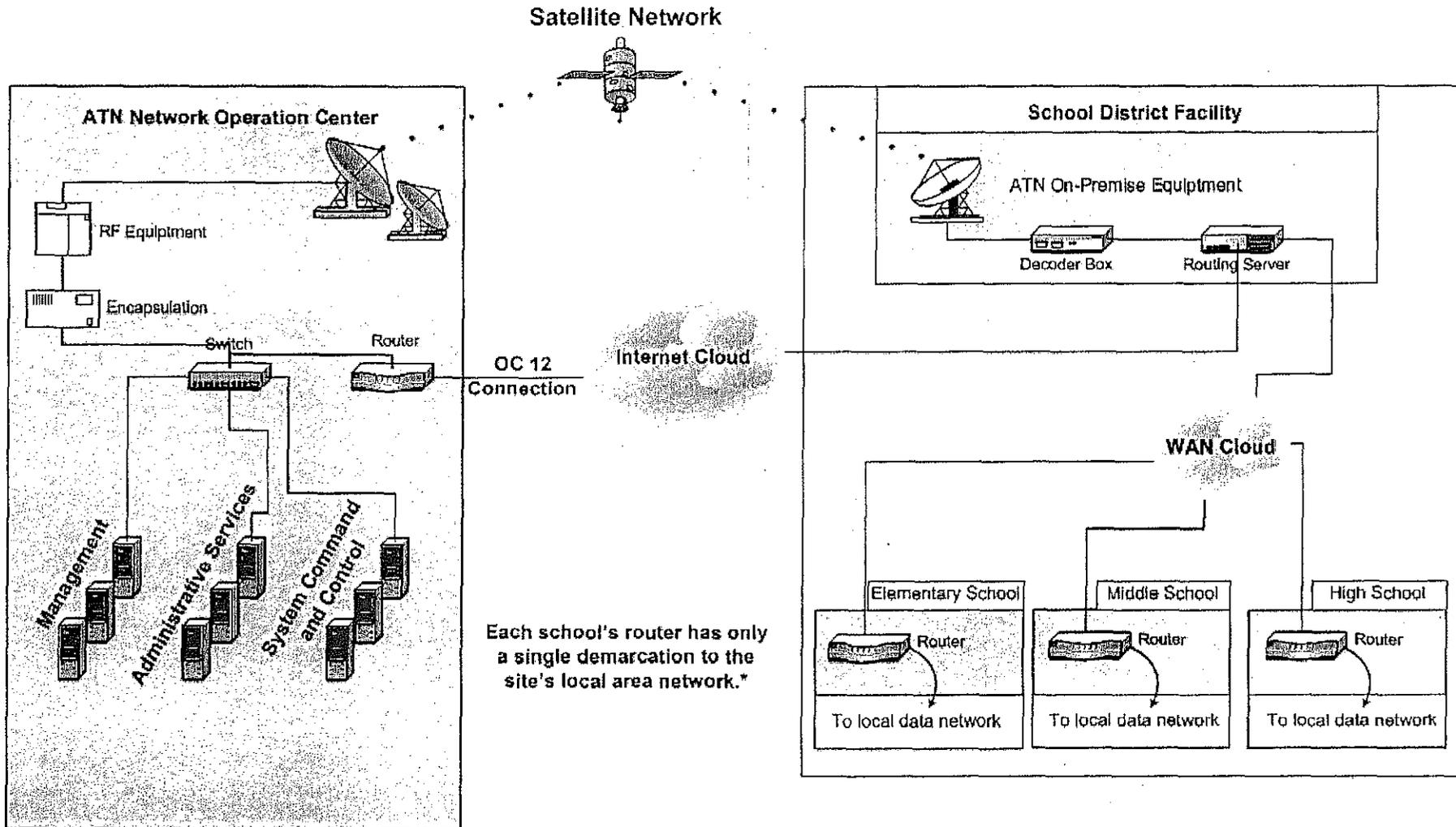
8.0 Contract Execution / Acceptance

The parties acknowledge and agree that this Proposal will be placed under and governed by a Master Agreement by and between Achieve Telecom Network and The Springfield Public Schools.

Contact Information

<i>Address</i>	<i>Web Site</i>
Springfield Public Schools 195 State Street Springfield, MA 01102-1410	
<i>Customer Contacts</i>	<i>Contact Information</i>
Mr. Robert Hamel	Phone: (413) 787-7870 Email: hamelr@sps.springfield.me.us
<i>Achieve Telecom Contacts</i>	<i>Contact Information</i>
Vic Gatto Chairman, Achieve Telecom	Phone: (781) 737-1892 E-mail: vicgatto@achievetelnet.com
Joy Jackson President, Achieve Telecom	Phone: (781) 737-1891 E-mail: joyjackson@achievetelnet.com
Nicholas A. Gatto Manager of Sales	Phone: (781) 737-1890 E-mail: nicgatto@achievetelnet.com

Central Satellite Delivery



*LAN can function completely independent of the Satellite Delivery Network.

**Springfield, MA Appeal to the
Federal Communications Commission**

ATTACHMENT 4C

**SPRINGFIELD PUBLIC SCHOOLS
TECHNOLOGY SERVICES AGREEMENT**

THIS AGREEMENT made by and between the CITY OF SPRINGFIELD, a municipal corporation within the County of Hampden and the Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its School Committee and Chief Procurement Officer with the approval of its Mayor, (hereinafter called the "City"), and **Achieve Telecom Network of MA, LLC.**, a **Nevada LLC** located at: **40 Shawmut Road, Suite 200, Canton, MA 02021**, (hereinafter referred to as the "Vendor").

RECITALS

WHEREAS, the City through its School Committee and Chief Procurement Officer is seeking a vendor to provide technology services as more specifically defined in Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter "Technology Services") to: **Springfield Public Schools** and

WHEREAS, the Vendor has the necessary qualifications, expertise, experience and ability to provide the Technology Services on behalf of the City; and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. The Vendor shall, in a professional and proper manner, provide Technology Services in accordance with the terms and conditions of this Agreement and pursuant to Commonwealth of Massachusetts State Contract(s) identified as: **MA(OSD) ITS07** (hereinafter referred to as "the State Contract").

1. In accordance with the terms and conditions of this Agreement and the State Contract, the Vendor represents that it is qualified to perform the Technology Services and has obtained all requisite licenses and permits to perform the Technology Services.
2. The Vendor shall attend all necessary conferences and meetings with the City during all stages of the Technology Services.
3. The Vendor and City recognize that the technology industry is constantly evolving and that modifications to the Technology Services may be required and therefore, agree that the Vendor shall consult with the City through its designee Robert G. Hamel, Assistant to the Superintendent, and receive his prior written approval before making any allowable modifications to the Technology Services defined in Exhibit "A" and shall conform its Technology Services to such approved modifications.

2. TIME:

The Vendor hereby agrees with the City to furnish & deliver Technology Services for a period of one (1) year commencing on July 01, 2006 and shall be completed by June 30, 2007 unless amended by the parties hereto.

3. **COMPENSATION, PAYMENT AND BILLING PROCEDURE:**

- A. It is expressly agreed and understood that in no event shall the City have any financial liability under this Agreement and that the funding for this contract shall be in the amount of:

One Million Seven-Hundred One Thousand Dollars and 00/00 (\$ 1,701,000.00)

and shall be provided for as specified in Sections B,C,D,& E detailed below.

- B. If the City is eligible for a Universal Service Fund Discount for the Technology Services from the Schools and Library Division (hereinafter "S.L.D.") of the Universal Service Administrative Company (hereinafter "USAC") which is a non-profit corporation which administers the Universal Service Fund for the Federal Communication Commission ("FCC"), payment for the Technology Services will be made either by the Service Provider Invoice method ("SPI") or a Billed Entity Applicant Reimbursement ("BEAR") method as specified by USAC under the FCC "ERATE" program. Under the "SPI" method of reimbursement, the City will pay only its discounted share to the Vendor; the balance of the invoice is paid or credited to the Vendor by USAC. In some situations the SPI method of payment is impractical. In such cases, the City may choose the BEAR method of payment. Under the BEAR method, the City will pay Vendor's invoice in advance of the City receiving the USAC reimbursement. Under the BEAR method, when and if a USAC funding commitment letter is later obtained, the City will request a reimbursement from USAC. **Upon receipt of the BEAR, the Vendor must promptly remit that sum to the City. If the BEAR method is used, once the Vendor obtains the reimbursement from USAC, the Vendor acts merely as a pass-through and must reimburse the City its money. The parties agree that any BEAR Reimbursement is the absolute property of the City and that the Vendor has no legal or equitable right to the BEAR Reimbursement.**
- C. Pursuant to Vendor's quote attached hereto as Exhibit "A" and pursuant to applicable Commonwealth of Massachusetts Blanket pricing, USDLA (United States Distance Learning Association) agrees to compensate Vendor for Technology Services less any monies awarded through direct payment by S.L.D. to the Vendor as referenced in this Agreement and consistent with applicable federal statutes, regulations, and USAC's rules and manual.
- D. Payments will be made pursuant to paragraph 3.C of this Agreement only upon the submission of an invoice to the City that clearly states the services provided, including the date and nature of the services rendered. Invoices must be submitted in triplicate and mailed to:
- United States Distance Learning Association
Attn: USDLA Digital Divide Fund
8 Winter Street, Suite 508
Boston, MA 02108-4705**
- E. The City shall not be liable for any services, expenses, or costs in connection with the Technology Services in excess of the amount currently appropriated therefore under this Agreement or any amendments hereto.

4. **TERMINATION:**

The City may terminate this Agreement for any reason prior to the date of expiration with 15 days written notice. In the event of termination of this Agreement, the sole remedy available to Vendor is the amount of fees for Technology Services rendered but not yet paid.

5. **REMEDIES OF THE CITY:**

If Vendor shall provide services to the City in a manner which are not to the satisfaction of the City, City may suspend or terminate payment to Vendor in whole or in part, until the Technology Services described in Exhibit "A" are completed to the satisfaction of the City and in addition may:

- A. require the Vendor to provide Technology Services which are satisfactory to the City at no additional cost to the City, or
- B. obtain services at the cost of the Vendor in substitution for those due from the Vendor, or
- C. terminate this Agreement.

6. **LIABILITY AND INSURANCE:**

- A. The Vendor shall at its own expense shall provide, maintain and require its subcontractors to provide and maintain all insurance for its employees, including disability, worker compensation and unemployment compensation, in accordance with the statutory requirement of any state where the work is performed. The Vendor is an independent contractor and is not an employee or agent of the City.
- B. The Vendor shall indemnify and hold harmless the City against any and all liability, lost damages, costs or expense for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the Technology Services performed under this Agreement by reason: of any negligent action/inaction or willful misconduct of the Vendor, its agents or persons employed by the Vendor, or any of its subcontractors.

7. **SUCCESSORS AND ASSIGNS:**

- A. The City and the Vendor each binds itself, and legal representatives to such other party with respect to all covenants of this Agreement.
- B. Neither the City nor the Vendor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party thereto.

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this Agreement, the Vendor agrees as follows:

- A. The Vendor will not discriminate against any client or applicant for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin. The Vendor will take affirmative action to ensure that clients, applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
- B. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts.

9. **CONFLICT OF INTEREST:**

- A. The Vendor further covenants that in the performance of this Agreement that it does not have any interest, direct or indirect, which will conflict in any manner or degree with the performance of the services hereunder, as set forth in chapter 268A of the Massachusetts General Laws.
- B. No officer or employee of the City shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested. No officer or employee of the City shall have any interest, direct or indirect, in the Agreement or the proceeds thereof.

10. **APPLICABLE LAW AND EXCLUSIVE FORUM:**

- A. This agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The parties hereto expressly agree that the sole and exclusive place, status and forum of this agreement shall be the City of Springfield, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

11. **COMPLIANCE WITH LAWS:**

The Vendor shall comply with all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

12. **EFFECTIVE DATE:**

This Agreement becomes effective upon execution by the Mayor of the City of Springfield and, if subject to USAC reimbursement, (a) the approval of the maximum allowable funding by the S.L.D. as referenced in 3 above or (b) an authorizing vote of the Springfield School Committee to proceed at less than maximum allowable funding by the S.L.D.

13. **EXTENT OF AGREEMENT:**

This Agreement represents the entire and integrated Agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Vendor.

IN WITNESS WHEREOF, the **CITY OF SPRINGFIELD**, acting by and through its School Committee and Chief Procurement Officer, with the approval of its Mayor, have executed this Agreement as a seal instrument on the day and year dated below.

VENDOR: **Achieve Telecom Network of MA, LLC.**

By: Victor E. Gatto

CITY OF SPRINGFIELD

[Signature]
Superintendent of Schools

Approved as to Form:

[Signature]
Associate City Solicitor

Approved as to appropriation:

~~MF \$1,701,000.00~~ NO APPROPRIATION IS AVAILABLE TO FUND THIS AGREEMENT
FUND: ~~N/A~~

[Signature] 11/4/07
City Auditor

[Signature]
Chief Procurement Officer

**REVIEWED AND APPROVED:
SPRINGFIELD FINANCE CONTROL BOARD
BY ITS DESIGNEES:**

[Signature]
Chief Financial Officer

Charles V. Ryan
CHARLES V. RYAN, MAYOR

Date Signed: 11/17/07

ALAN LBOVIDGE, CHAIRMAN

Date Signed: _____

EXHIBIT A



Springfield Public Schools

Proposal for Digital Transmission
Service

470 Application # 647630000558948

12/07/2005



EXHIBIT A

12/07/2005

Mr. Robert G. Hamel
195 State Street
Springfield, MA. 01102-1410

Subject: **Response to 470 Application # 647630000558948**

Mr. Hamel:

Achieve Telecom Network (**SPIN Number 143026761**) is pleased to submit this proposal for Digital Transmission Service for your review and consideration. We are confident in our ability to successfully complete this engagement and welcome the opportunity to showcase the value we bring our clients. We are an Eligible Telecommunications Service Provider with the SLD and offer a fully managed telecommunication service.

In support of these goals, please reference the attached proposal, which documents the scope of work, pricing and specifications.

If you have any questions with regard to the attached proposal or need any further assistance please feel free to contact me directly at 781-737-1890 or on my cell at 617-512-9493.

Sincerely,

Nicholas A Gatto
Director of Sales & Technical Support

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Copyright and Confidentiality Notice. Material contained in this document is proprietary to Achieve Telecom Network and is to be treated confidentially by all recipients. Acceptance of delivery of this material constitutes acknowledgment of the confidential relationship under which disclosure and delivery are made. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system without prior written consent.

1.0 Executive Summary

The Achieve Telecom Network's distance learning transmission service, called **AchieveXpress**, is a comprehensive telecommunications service that permits video, audio and text to be transmitted from one site to one or more sites for use by emergency management, corporations, government facilities, educational institutions or libraries. The telecommunications services of AchieveXpress are used to electronically deliver training and instructional materials and other data to equipment provided by Achieve Telecom that is then connected to the Customer's local area network. Achieve Telecom provides AchieveXpress as a fully managed telecommunications service and can use existing Customer bandwidth for delivery or provision additional terrestrial or satellite connectivity.

The AchieveXpress solution provides infrastructure solutions for distance learning and other applications that require multi-media formats and delivery of all media and content to multiple locations. The AchieveXpress solution significantly enhances the security, reliability, quality and manageability of distance learning applications and content. In addition, AchieveXpress enables K-12 school districts and other customers to move information close to every targeted end-user and enhance overall learning by synchronizing information across the entire district. The underlying premise of AchieveXpress is to, "Get valuable information where it is needed, when it is needed in a secure, reliable and high quality manner that eliminates any management responsibility for school personnel."

AchieveXpress provides a limited suite of applications, focused on the critical need for authentication and authorization. The key feature of DLTS is the underlying infrastructure that enables school-selected applications to provide users with the maximum benefit and increase the K-12 school district's ability to shared high-quality resources (video, audio and text assets) across the entire teaching and learning spectrum and across all grades, teachers and students by means of this distributed network service. AchieveXpress does not provide any of the content that is to be delivered, but rather provides the transmission circuit over which this delivery shall take place. Achieve Telecom will provide the Customer with the information necessary to format Customer-provided or Third-Party content for use over the AchieveXpress network.

Educational resources and training via AchieveXpress can be delivered live or on-demand and at the quality that teachers and students expect from cable TV-like experiences. Teachers and students can access educational material collectively in a central school location or individually from their school, office and home computers

Achieve Telecom delivers AchieveXpress as a managed telecommunications service. Schools and libraries are eligible for funding discounts by the Federal E-rate program that provides between 20% and 90% of the total cost to eligible K-12 schools and libraries.

EXHIBIT A

2.0 Educational Mission Summary

Educational Advantages

The Achieve Telecom Network's distance learning transmission service, called **AchieveXpress**, is a comprehensive telecommunications service that permits video, audio and text files to be transmitted from one site to one or more sites for use by educational institutions and libraries. AchieveXpress delivers rich educational opportunities by providing enriched experiences with video distribution for multimedia curriculum, staff development and interactive communications.

To provide students with the best education requires compelling curriculum delivered in an engaging learning environment by qualified teachers. Video is appealing and familiar to students. It can make abstract ideas come to life, and demonstrate things that cannot be created or visualized in the classroom. Live and on-demand video, including video conferencing can enhance and expand curriculum resources and offerings. Video solutions can also provide anytime, anywhere staff development for classroom management, subjects and technology. It can be an effective communication tool for District communications, human relationships management, and emergency procedures. AchieveXpress distance learning service with content delivery, video-on-demand, interactive TV and video conferencing provides for enhanced curriculum, professional development and administrative communications.

Computer technology is now integrated into the curriculum and students expect rich media content and highly interactive educational programs. Enhancing education through video can provide students with experiences that are not traditionally available in the classroom. It can bring people, places, things, and events into the classroom that students might otherwise never experience. Video delivers historical documentaries, current news and events, visits by specialists, and enhanced field trips such as science activities and explorations. Integration of video and multimedia can support a range of student needs with various learning requirements.

To provide the best student education, teachers must be current in their subject matter, classroom management, and technology. This requires significant professional development that can be costly and time-consuming. Schools must create professional development programs that minimize disruption to classroom activities and control costs associated with courses, seminars and travel.

School districts depend very heavily on communications for school operations and administration. Video conferencing can enhance and extend district meetings allowing staff to share ideas and best practices. It can improve the dissemination of information such as human relations policies, emergency procedures and even provide districts with the opportunity to hold parent meetings to discuss topics of importance to the broader school community. Content delivery, video-on-demand, interactive TV and video conferencing provide schools and school districts with the necessary tools to meet these needs.

EXHIBIT A

School District Benefits

The use of video rich educational materials, content delivery, video-on-demand, interactive TV and video conferencing provide schools and school districts with many important benefits:

- Expanded curriculum offerings through broader availability of resources
- Enhanced learning experiences through video and rich media content
- Distance learning to bring broader curricular offering, particularly in foreign language courses and advanced placement opportunities to all students
- Convenient and expanded teacher professional development
- Reduced administrative cost and travel associated with collaborative meetings and conferences

The AchieveXpress solution bring a dedicated and very robust data network to allow schools and school districts to easily and cost-effectively benefit from the educational advantages of content delivery, video-on-demand, interactive TV and video conferencing.

EXHIBIT A

3.0 Overview of Achieve Telecom Network Products and Services

The AchieveXpress service provides robust Internet Protocol ("IP") delivery across a Wide Area Network ("WAN") that in turn provides a single point of access to the customer's Local Area Network ("LAN").

AchieveXpress is the product of Achieve Telecommunications Network of MA ("Achieve Telecom") a registered telecommunications service provider that provides distance learning transmission networks as a tariffed common carrier to customers across the United States. Achieve Telecom is an inter-exchange carrier within the Commonwealth of Massachusetts subject to the review and regulation of the Massachusetts Department of Telecommunications and Energy. This same service is also offered on an inter-state basis, as identified in Achieve Telecom Network's Form 499-A filing with the Federal Communications Commission.

AchieveXpress

Achieve Telecom Network's Distance Learning Transmission Service

The Achieve Telecom Network's Distance Learning Transmission Service, called AchieveXpress, is a comprehensive telecommunications service that permits video, audio and text files to be transmitted from one site to one or more sites for use by corporations, government facilities, educational institutions, or libraries.

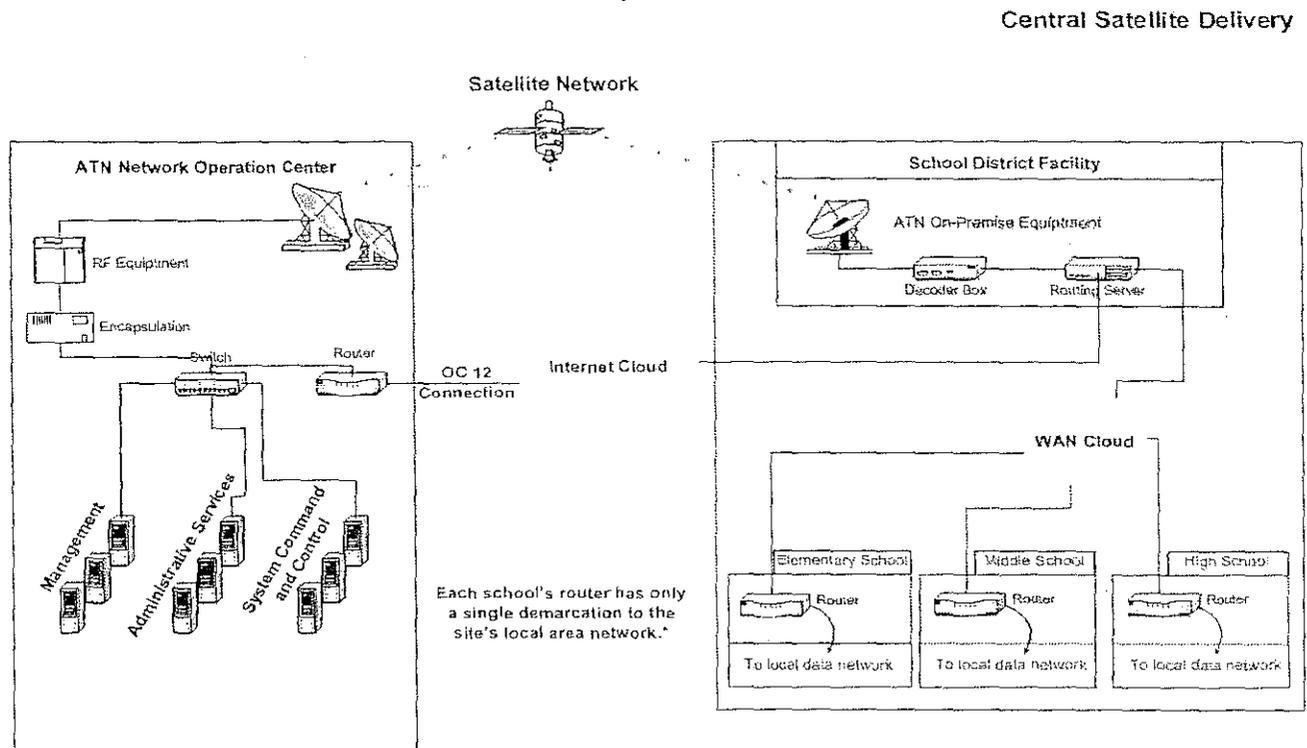
The telecommunications services of AchieveXpress are used to electronically deliver instructional materials and other data to equipment provided by Achieve Telecom that is then connected to the Customer's local network.

AchieveXpress does not itself provision the content that is to be delivered, but rather provides the transmission circuit over which this delivery shall take place. Achieve Telecom provides the Customer with the information and protocols necessary to format the content for use over AchieveXpress. The Customer is responsible for providing content, whether it is Customer-owned or provided by other Third Parties, and the Customer is responsible for ensuring that all content placed on the Achieve Telecom's network is appropriately licensed for this use. Circuit connectivity is provided over the Public Switched Telephone Network (PSTN) and, depending on the bandwidth needed for the transmission of digital signals, is augmented by a private satellite overlay network. At a minimum 5mbps of bandwidth is provided.

The comprehensive AchieveXpress option provides access to Achieve Telecom's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning. In addition, AchieveXpress is delivered with the Achieve Alert functionality (described in detail below).

EXHIBIT A

The basic system architecture for AchieveXpress is shown in the following diagram



*LAN can function completely independent of the Satellite Delivery Network.

In simple but powerful terms, AchieveXpress creates the delivery highway over a WAN for multimedia content to the customer's LAN for use by identified learners.

The AchieveXpress service, as shown in the diagram above, is composed of the following five (5) key elements:

1. **Network.** The service includes satellite and terrestrial networks for distributing content and for quickly accessing the Internet. Typically, the service is deployed with a terrestrial WAN, providing virtual LAN connectivity between schools in the district. This network may be augmented by the satellite network, multicasting video and associated teaching content from an uplink at the NOC to satellite receivers at the schools. Bandwidth on this network will be provisioned to support the aggregate usage and will initially be configured for 5 Mbps (burstable).
2. **Network Operations Center.** The NOC provides overall network management and control.
3. **School equipment.** The AchieveXpress equipment installed at each school receives the content delivery, interfaces with the WAN, stores the delivered content and then re-serves it on-demand over the LAN to the students and teachers.

EXHIBIT A

4. Equipment installation and service. The AchieveXpress solution provides full installation, support, and Help Desk/maintenance services as well as associated documentation, IT staff and end user training as a fully managed service.

This is a complete turnkey end-to-end distance learning service that can be combined with rich media educational videos and lessons from third-party distributors designed to take advantage of the latest educational technologies.

4.0 AchieveXpress Technical Specifications

This section provides the system specifications for the AchieveXpress service.

➤ On-Premise Equipment

The specifications for the hardware and software to be installed in each customer site are described in this section.

The On-Premise equipment is an integral part of the Telecommunications Service. The following conditions apply:

- A. The on-premise equipment will be provided by the same service provider that provides the eligible telecommunications or Internet access service of which it is a part.
- B. Responsibility for maintaining the equipment rests with the service provider, not the school or library.
- C. Ownership of the equipment will not transfer to the school or library in the future, and the relevant contract or lease does not include an option to purchase the equipment by the school or library.
- D. Upfront, capital charges of the on-premise equipment are less than 67% of total charges (recurring plus non-recurring) in the funding year.
- E. The equipment will not be used by the school or library for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.
- F. The Local Area Network of the school or library is functional without dependence on the equipment.
- G. There is no contractual, technical, or other limitation that would prevent the service provider from using its network equipment in part for other customers.

At each site, the following complement of equipment will be provided:

- **Satellite Dish Receiver**

EXHIBIT A

A Ku-band satellite receiver dish, with an aperture of approximately 1.5m, will be installed at each school in districts that require a satellite overlay network for robust content delivery. The satellite dish's LNB output will be fed to the distribution server for demodulation and digitization.

○ Routing Servers

A routing server will be installed in the school's data closet. Achieve Telecom has selected its routing server for its performance, breadth of functionality, and manageability as follows:

- Reception of video and other education materials via the satellite downlink and/or terrestrial network. The routing server shall include the capability to receive multicast distributions that have been transmitted via a reliable, compressed format and to automatically reconstruct and request any missing transmissions. Content may be periodically refreshed by the central distribution server, which transmits only the changes that have been made. Any change in content on the origin servers is automatically reflected throughout the network.
- Storage of videos and related educational material for playback over the school's LAN. Storage shall be configured in a RAID 5 (Redundant Array of Independent Disks) manner, such that failure of any single disk does not cause loss of content or a system failure. Video storage shall be sufficient to store at least 250 titles (125 hours), where the average title is 30 minutes long and encoded at 1 Mbps (approx. 80 GB).
- Routing server streaming functionality. The delivery server shall stream high quality video over IP using an embedded application-layer Windows Media Technology server. This server shall stream videos encoded in Windows Media format to end users, controlling bandwidth and connection quality while enabling videos to be played even when the Internet connection to the NOC is not operational. Additionally, the server shall support both MPEG1 and MPEG2 video streaming to end user PCs.

The Achieve Telecom routing server supports overall service and content management, by providing the hosting center with the following information:

- Periodic status updates, reflecting the health of the server and associated applications;
- Remote configuration interface, enabling Achieve Telecom to centrally configure and control the equipment from the hosting center and to remotely distribute software upgrades to the system;
- Content usage data, identifying who saw what, when, and with what quality;
- Content status storage utilization, identifying content stored on the Achieve Telecom server;
- Connectivity between the Achieve Telecom server and the school's LAN shall be via a 100 Base-T Ethernet interface. The Achieve Telecom server shall provide an additional

EXHIBIT A

Ethernet interface to provide additional or redundant connectivity to the LAN or to a remote site. The schools infrastructure should provide a minimum of one switched Ethernet connection to each classroom, WAN connectivity to the Internet and a public IP address.

The routing server shall be interoperable with the content distribution, webcasting authentication, network management, remote administration, and log aggregation protocols employed by the NOC central routing server used by the network operations and hosting service.

➤ Installation Kit

Achieve Telecom will install the equipment, and provide the necessary hardware to support this installation, including the following:

- Satellite receiver antenna and roof or exterior wall mounting kit. (If required)
- Routing server with mounting hardware. The routing server will be available either in a router/card, 1 RU (1.75") EIA standard rack-mount or in a tower configuration. During the installation survey, a determination will be made as to the best configuration for each school or library.
- Cabling between the routing server and the a) satellite receiver antenna, b) access router, and c) LAN switch.

EXHIBIT A

5.0 AchieveXpress - The User Experience in K-12 Education

The following paragraphs describe the process flow of the AchieveXpress service from the K-12 education user point of view:

The AchieveXpress service provides teachers with access to the central content library where an extensive yet easily searchable virtual library of educational video content and related teaching materials are available to support both classroom and individual instruction. When teachers find titles of interest, they can preview the content from the central library via the school network and then request that the specific content title be delivered to the Achieve Telecom routing server at their specific school building. Lessons, video content and associated tests are viewed in a full-screen, digital cable-quality experience from either a PC for individual student use or via television or projector delivery for group viewing. The AchieveXpress system provides the school system with the tool to create interactive distance learning programming that can be hosted on the Achieve Telecom server at the school or at the Network Operating Center ("NOC").

- Key features of the AchieveXpress service are as follows:
 - Educational content, the AchieveXpress portal and the learning applications are stored and managed at the NOC, central content libraries or hosting service providers;
 - Interactive distance learning programs can be created and distributed
 - From a PC at school or at home, teachers are able to order video content to enhance their lessons, construct curriculums and lesson plans according to state requirements and the teacher's learning objectives

- Instructors and curriculum developers are able to:
 - Play videos or video clips on demand that are ordered from the central library and then stored for use on the server at their facility
 - Produce effective learning materials and with integrated testing to measure learning for each student
 - Deliver courses in the classroom or via distance learning
 - Monitor and manage each student's learning process
 - Share lesson plans and content with other instructors on the network
 - Easily and quickly integrate video content into lessons using the AchieveXpress portal.

- **AchieveXpress Portal Interface for the User**

The AchieveXpress portal integrates a video library browser, distribution and playback tool with web-based lesson management. The portal is a web-based tool that is accessed by teachers and students using the Microsoft Internet Explorer browser.

The AchieveXpress video management service brings the highest quality education media to the classroom, and does so by employing the following functionality:

- **Browsing.** Teachers may browse the video title selection available at both the hosting center and school, searching by applicable grade level, course, keyword, etc. The

EXHIBIT A

browser displays available information describing the video, its constituent clips, and run lengths.

- **Preview.** During course preparation, teachers may view the video for applicability, and select that video for incorporation into the lesson activity from either her computer at school or at home.
- **Order and reserve.** One day prior to using the video in the class, the teacher should check if the video is available at the school. If the title is not at the school, the teacher may order the video for delivery from the NOC to the routing server in the school. Teachers can order, as many videos as they need – there are no additional charges associated with this ordering process. To ensure that their video is available the day of the class, teachers may reserve the video for a period of time. Unreserved videos may be automatically deleted by the system to provide space for new requests.
- **Play.** Videos that are at the school may be played with full VCR-like commands and will be streamed from the AchieveXpress server at the school.

➤ Network Connectivity

The AchieveXpress service will provision each customer site with the following connectivity:

Terrestrial connectivity with an additional satellite overlay network (if required) WAN with a minimum of 5 Mbps (burstable), dedicated to the transmission of content to the schools.

EXHIBIT A

6.0 AchieveXpress Customer Requirements

AchieveXpress Minimum Requirements: School, School District or Library

Stand-alone location

(Not part of a district of schools or library system interconnected by a WAN)

Dedicated Internet access

The minimum Internet access requires a "dedicated connection." A dedicated connection is a connection that has access to the Internet at all times, not a dial-up connection. Connections of 64Kbs and less are adequate for video catalog access and system management but would provide very limited performance for Internet browsing for more than one or two PCs.

LAN – Local Area Network

The school's LAN is used as the means of distribution to the classrooms from the installed media server. For best performance the LAN should have 100-baseT switched segments to each of the school's classrooms. The LAN's switch should be of a high performance design providing full bandwidth across all of its ports simultaneously. The LAN's wiring should meet Cat-5 performance and use either 586 A or B termination standards.

Users PC

It is recommended the users PC have an Intel P2 processor or equivalent and 64 megabytes of RAM as a minimum. The operating system will need to be Microsoft Windows 95 or Apple OS 7 or higher. The PC will also need to have Windows Media Player 4.5 or higher and Microsoft Internet Explorer 5.5 or higher installed. The users PC will also required access to the school's LAN.

Schools or Libraries within a localized school district or system WAN

Internet Access

Typical Internet access is assumed to be T1 or greater to each of the schools. It is further assumed that the school's WAN is managed from a central location that provides firewall, DNS, and NAT type services. A typical installation would require the districts IT staff approve and configure the network to allow remote communication with the installed media servers. Specific requirements are dependent on the districts specific architecture. The school district's IT department can contact Achieve Telecom to obtain more detailed information.

LAN – Local Area Network

The school's LAN is used as the means of distribution to the classrooms from the installed media server. For best performance the LAN should have 100-baseT switched segments to each of the school's classrooms. The LAN switch should be of a high performance design

EXHIBIT A

providing full bandwidth across all of its ports simultaneously. The LAN's wiring should meet Cat-5 performance and use either 586 A or B termination standards.

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It is recommended the users PC have an Intel P2 processor or equivalent and 64 megabytes of RAM as a minimum. The operating system will need to be Microsoft Windows 95 or Apple OS 7 or higher. The PC will also need to have Windows Media Player 4.5 or higher and Microsoft Internet Explorer 5.5 or higher installed. The users PC will also required access to the schools LAN.

AchieveXpress Minimum Requirements for End Users

QuickTime Player or WMP7Windows Media Player 7.1 System Requirements for Windows 98, Windows 98 Second Edition, Windows 2000, Windows XP and Windows Millennium Edition

Minimum

- Microsoft Windows(r) 98, Windows 98 Second Edition, Windows 2000, Windows XP or Windows Millennium Edition
- Pentium 166 megahertz (MHz) processor
- 32 MB RAM
- 256-color video card

Recommended

- Windows 98, Windows 98 Second Edition, Windows 2000, Windows XP or Windows Millennium Edition
- Pentium or AMD Athlon K6 266 MHz processor or faster ; * 64 MB RAM ; * 24-bit true color video card

Mac7 Windows Media Player 7.1 for Mac

Minimum

- Apple Mac OS 8.1 or later (Mac OS 8.6 or later recommended)
- PowerPC 603e 180 MHz or higher processor ; *32 megabytes (MB) or higher of RAM * Virtual Memory turned on

EXHIBIT A

- 10 MB of free hard disk space
- Monitor color depth of 256 colors (Millions of colors recommended)
- Microsoft Internet Explorer 4.0.1 or later (Internet Explorer 5 or later recommended)

EXHIBIT A

Total program year pre-discount amount:	\$1,701,000.00
Shared Discount Percentage:	86%
Funding Commitment Request:	\$1,462,860.00
School Districts Portion:	\$238,140.00

8.0 Contract Execution / Acceptance

The parties acknowledge and agree that this Proposal will be placed under and governed by a Master Agreement by and between Achieve Telecom Network and **Springfield Public Schools**.

EXHIBIT A

Contact Information

Address		Web Site	
Springfield Public Schools 195 State Street Springfield, MA. 01102			
Customer Contacts		Contact Information	
Robert Hamel Assistant Superintendent		Phone: (414) 787-7870 Email: hamelr@sps.springfield.ma.us	
Achieve Telecom Contacts		Contact Information	
Nicholas Gatto Director of Sales & Technical Support		Phone: (781) 737-1890 E-mail: nicgatto@achievetelnet.com	

EXHIBIT A

End of Document

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of Achieve Telecom Network
held on June 23, 2004 at which time all voted that Victor E. Gatto, Chairman
of this Company, be and hereby is authorized to execute contracts and bonds in
the name and on behalf of said Company, and affix its Corporate seal thereto,
and such execution of any contract
of obligation in this Company's name on its behalf by such
person Victor E. Gatto under seal of the Company, shall be valid
and binding upon this Company.

A TRUE COPY,
ATTEST:

Victor E. Gatto

PLACE OF BUSINESS:

40 SHAWMUT RD, SUITE 200

CANTON, MA 02021

DATE OF THIS CONTRACT:

I hereby certify that I am Clerk of Achieve Telecom Network and
that

Victor E. Gatto
Chairman

is duly elected

of said Company, and that the above vote has not been amended or rescinded and
remains in full force and effect as of the date of this contract.

George E. Christodoulo
(Clerk's Signature)

GEORGE E. CHRISTODOULO

(CORPORATE SEAL)