



Proposal to

Gemantown Settlement
Harambee Charter School
Imani Education Circle CS
Imhotep CS
Raising Horizons Quest CS
World Communications CS

Presented By:

Craig Patterson
Data Network Account Consultant
770-492-7003
cbpatterson@att.com

January 11, 2002

Y5 Internet bid 470#
200870000398996
Y5 FRN 861875
Y6 FRN 980579
Y7 FRN 1151317

Proposal to Schools
~~05/14/05~~ reprinted
Page 1 of 15

II. Value to the Schools

A. Pricing

- **Contract Term:** Contracts are usually one-, two- or three-year terms. MIS + Network Co-Location Service requires a 3-year or 5-year contract term.
- **Service Type:** Service types include AT&T MIS with Managed Router or AT&T MIS (with Customer Managed Router).
- **Access Speed:** Prices increase with increased speeds.
- **Billing Method:** Each billing method has its own pricing grid(s).
- **Options:** Service options selected by the customer may increase monthly fees.

Harambee Charter School:

The following prices are for the 1.544Mbps MIS with Managed Router

| One-Time Charges | |
|---|--------------------------|
| | For 2 Year Contract |
| AT&T MIS Installation charges | waived |
| Local Access Circuit Installation charges | waived |
| AT&T MIS Options Installation charges (if applicable; list options) | waived |
| Sub-total | |
| Recurring Charges | |
| AT&T MIS Port | \$1025 |
| Local Access Circuit | \$265 |
| AT&T MIS Options (if applicable) | |
| Sub-total | |
| Discounts | |
| | Already applied in above |
| Sub-total | |
| GRAND TOTAL: | \$1,290.00 |

Y5 Internet bid 470#
 200870000398996
 Y5 FRN 861875
 Y6 FRN 980579
 Y7 FRN 1151317

Proposal to Schools

~~05/4/05~~
 Page 8 of 15

reprinted

Price Quote for Unmanaged Internet Service Quote for:

HARAMBEE CHARTER SCHOOL

Adelphia Business Solutions T1 Point-to-Point INTERNET Access is a 1.54 Mbps Internet connection delivered via a dedicated T1 connection T1 Internet access is ideal for business with multiple users, Internet applications, internal e-mail servers, internal FTP servers, and 24-hour bandwidth requirements.

Unmanaged Pricing

Pricing for Full T1 Unmanaged Internet circuit 1 year

| |
|---|
| Y5 Internet bid 470# 200870000398996 Y5 FRN 861875 Y6 FRN 980579 Y7 FRN 1151317 |
|---|

Full T1 – With All 5 Schools \$ 1000.00/mo.

*All above rates include local loop.

One Time Non Recurring Set Up Fee \$ Waived

Unmanaged Internet Service

T-1 Point-to-Point Internet Access

ABS T1 Point-to-Point Internet Access is a 1.544Mbps Internet connection delivered via a dedicated T1 connection (Transport line for service not included). T1 Internet access is ideal for businesses with multiple users, Internet applications, internal e-mail servers, internal FTP servers, and 24-hour bandwidth requirements. T1 Internet service requires the customer to purchase a router and CSU/DSU hardware.

NOTE: ABS is only responsible for the connectivity delivered to the D-Mark or ABS owned hardware. Network connection, IP addressing, software, hardware, internal servers, firewall installation, and other Internet related process are not the responsibility of Adelphia Business Solutions, unless otherwise stated.

ABS T1 Point-to-Point Internet connectivity comes in several fractional and hardware variations. The Internet service is available in 56K, 128K, 256K, 512K, 768K, and 1.544K on the T1 transport. The fractional service comes from the Internet router not the T1 transport.

ABS also offers three variations of hardware installation: Customer supplied equipment, ABS wholesale of equipment, Hyperion Managed Service.

Customer supplied equipment: ABS will assist customers who have existing Router and

CSU/DSU equipment by supplying only the configuration information to the customer. ABS takes responsibility to the smart jack as demarcation for installation, turn-up, testing and monitoring of Internet Services in this configuration. Actual configuration of the equipment, Internal network configurations, internal addressing of network with IP addresses and other data services are the responsibility of the customer or the customers data service supplier. Customer has 5 hours of access to assigned installation Network Engineer for free and 8 hours of access to Regional Operational Engineer for Installation.

Y5 Internet bid 470#
200870000398996
Y5 FRN 861875
Y6 FRN 980579
Y7 FRN 1151317



Internet and Telecommunication Services

100-A Twinbridge Drive, Pennsauken, NJ 08110 • 1-888-SNiP-600 • Fax: 856-662-8641 • www.snip.net • sales@snip.net

Wednesday, January 09, 2002

HARAMBEE CHARTER SCHOOL c/o
Martin Friedman
442 Lyndhurst Drive
Broomall, PA 19008-4146

Re: Dedicated Internet access

Dear Mr. Friedman,

Enclosed for your consideration is a proposal for SNiP to provide dedicated Internet access for the HARAMBEE CHARTER SCHOOL.

The Services that SNiP will provide are as follows:

- (1) Frame Relay T-1 Line or (1) Point to Point T-1 154K local loop
- 768/1536K Internet Bandwidth or 1.54K of Internet bandwidth
- Total hands free solution
- Equipment (Cisco router, DSU/CSU, UPS)
- All Installation and Maintenance included at no charge
- 24 hour monitoring /tech support included by a courteous tech support team
- Dedicated Installation Coordinator, ensuring seamless installation
- Complete understanding of the educational market (references enclosed)
- SPIN # 143006994 (eRate)
- Dedicated SNiP Representative
- Web Hosting/Domain
- Email Hosting (75 boxes)
- Monthly invoicing

Total Monthly Recurring Cost: \$836.00 (Frame Relay T-1 768/1536K)
\$876.00 (Point to Point T-1 1.54K)

Based on a 36-month agreement.

Please feel free to contact me should you require any additional information. Thank you

Respectfully,

Louis Cirucci
Business Sales Manager
SNiP

Y5 Internet bid 470#
200870000398996
Y5 FRN 861875
Y6 FRN 980579
Y7 FRN 1151317

*Bid Accepted
1-14-02
John J. M*



Telecommunication Services

100-A Twinbridge Drive, Pennsauken, NJ 08110 | 1-888-SNIP-600 | Fax: 866-862-8641 | www.snip.net | sales@snip.net

Wednesday, January 15, 2003

Martin Friedman c/o
Harambee Charter School
636-640 North 66th Street
Philadelphia, PA 19151

Re: Telephone Services

Dear Martin,

Thank you for your consideration for the following services:

Per month charges

| T-1 Transport charge | Equipment* | Line charge* |
|---------------------------|------------|--------------|
| 1 yr. agreement: \$500.00 | Included | \$10.00 |
| 2 yr. agreement: \$390.00 | Included | \$10.00 |
| 3 yr. agreement: \$340.00 | Included | \$10.00 |

*Equipment: Channel Bank to convert digital T-1 to individual copper lines (phone lines)

*Line charge: per line (channel, individual) i.e. 8 required lines would cost \$80.00

| Services | Rates |
|-------------------|---------|
| Local/Local Toll* | \$0.016 |
| Long Distance | \$0.048 |
| | |

*includes all calls made to 215,610,484, and 267

Thank you,
Louis Cirucci
SNiP Telecommunications
888-764-7600 x1029
cell 866-818-9056

1151307

Accepted 1-28-03
John D. [Signature]

Y6 SNIP Phone bid agreement
FRN 1151307

Contracts



Dedicated Business Internet

Service Order Form

Type of Service: 12.54 12.54
 New Renew Upgrade
 Date Rec'd: 5-6-02
 Customer ID#: 46168
 Service ID#: 157489
 Agent: Loe C
 Channel: SNIP
 Misc: 1

Please type or print the following information clearly:

1. Due Date Requested (if greater than normal 45 day lead time): July, 2002
2. Purchase Order Number: TBA
 No P.O. Required
3. Company Name: Harcumbee Institute
 Business Type (Please Select One): Corporation Partnership Proprietorship Government Educational Individual
4. If you are a current customer of SNIP, please list existing customer number(s) (e.g. 5873): N/A
5. Service Family: Ready-S Ready-P IPipe Port Port Access NI Port (other)
6. Service Term Commitment: 12 Month 24 Month 36 Month Month to Month (Port only)

7. Customer Representative ("Ship To"):
 Name/Title/Department: John Skud
 Address: (Ship to) 638-40 N 66th St
 City: Phila State: PA ZIP Code: 19151
 Phone: 215 476-1600 Ext: Fax: 215 476-6855
 Email Address: _____
 *Please note: we cannot ship to a P.O. Box.

8. Customer Billing Contact ("Bill To"):
 Name/Title/Department: Harcumbee Institute, Inc of Sci & Tech
 Address: (Bill to) 638-40 N 66th St
 City: Phila County: State: PA ZIP Code: 19151
 Phone: 215 476-1600 Ext: Fax: 215 476-6855
 Email Address: _____

9. Customer 24 Hour/Day Service Contact:
 Name/Title/Department: Jim
 Address: _____
 City: County: State: ZIP Code:
 Phone: () Ext: Fax: ()
 Email Address: _____ Pager/Cell Phone ()

Phase Initial Here: KDJ



100-A Twinbridge Drive, Pennsauken, NJ 08110
1-888-SNIP-6000 - access@snip.net - http://www.snip.net

Y5 SNIP Internet contract
FRN 1151317

10. Bandwidth/Delivery: Please circle the Bandwidth & Delivery Type you require below. Not all Bandwidths & Delivery Types may be available in your area. Please verify availability with your SNIP sales consultant.

Bandwidth: 32K 56K 64K 128K 256K 384K 512K 768K 1.0M 1.54M (3-45) M 45M-B (other)

Delivery Type: OF (50K Frame Relay) FF (Frac T1 Frame Relay) 1F (T1 Frame Relay) OP (50K PTP) 1P (T1 PTP) 3P (T3 PTP)
 IS (ISDN) 1A (T1 ATM) 3A (T3 ATM) D3 (DSL) DU (V50/ISDN Dial-up) ET (10BT Ethernet) PE (100BT Ethernet)

11. Customer's Network Integrator

Name/Company: Jeff Deans
 Address: 1913 N 52nd St
 City: Phila County: Phila State: PA ZIP Code: 19131
 Phone: 215 206-5525 Ext: _____ Fax: 215 477-0740
 Email Address: gdeans@yahoo.com Pager/Cell Phone (____)

12. Domain Name:

For additional Domain Names beyond the initial one, please use the "Domain Name Order Form."

A Please register my Domain Name with the InterNIC.

Preferred Domain Name: _____

Alternate #1: _____

Alternate #2: _____

For domain names newly registered with the InterNIC, a fee of \$70 is billed and charged by the InterNIC directly to the customer for the initial registration and a fee of two years of maintenance followed by a \$24 per year maintenance fee after the second year.

B Please provide Domain Name Service for my already assigned Domain Name: _____

is SNIP currently providing DNS for this Domain Name? Yes No

C Customer does not need a Domain Name.

13. Service Options: Please INITIAL the option(s) you require below:

A NA Total number of Email Sets (5 Accounts per set): _____

Email Sets are \$112.00 per set per month. Ready-3 services include sets of Email accounts. If you purchased an Ready-3 type service, you will pay for only the additional sets beyond the number included with your particular service. See Company Address for each Email account on separate additional Email Form.

B _____ Web Site Hosting

Web Site Hosting is \$24.00 per month for 20MB. Ready-3 services include the first 20MB of Web Site Hosting. Additional Web Site Hosting space can be purchased for \$20.00 per month per 20MB.

C _____ Front Page Extensions

D _____ WAN Channel(s) (see attached WAN Location Form)

E Total number of RAS Address PAK(s) (16 Client IP Addresses per PAK): _____

RAS Address PAKs are \$250.00 per month for the first PAK and \$150.00 per month for each additional PAK. RAS Dial-up (RDU) accounts are sold separately. See Company Address for each RDU account on separate RDU Order Form.

14. Hardware: Please select option(s) below.

A SNIP will supply our hardware through the iReady Service Family

B We will be using our own hardware for this connection

Router Type (Vendor): Cisco Model: _____

C We would like to purchase additional hardware from SNIP:

| | | | |
|----------------------------|-----------------|------------------|----------------|
| Product Name/Number: _____ | Quantity: _____ | Unit Price _____ | SubTotal _____ |
| Product Name/Number: _____ | Quantity: _____ | Unit Price _____ | SubTotal _____ |
| Product Name/Number: _____ | Quantity: _____ | Unit Price _____ | SubTotal _____ |

*Please refer to the latest SNIP Internal Hardware price lists for product numbers and unit prices.

Please Initial Here: JCS

Y5 SNIP Internet contract
 FRN 1151317

15. SNIP Service Cost Estimate:

| Items | One-Time Fee(s) | Monthly Fee(s) |
|------------------------------------|-------------------------------------|------------------|
| SNIP Service | Deposit (first month) or Setup Fee: | \$ 805.00 |
| Optional Hardware: | | |
| Additional E-mail ports | | |
| Additional Web Site Hosting Space: | | |
| Additional WAN Site(s): | | |
| RAS Address PAK(s) | | |
| Other SNIP Services: MILEAGE | | \$ 11.00 |
| Total Fees | | \$ 815.00 |

Note: If the Telco determines that an additional charge will be incurred to extend the circuit demarcation to the customer's computer room, the additional charge is the responsibility of the customer and is not included in the contract. Fees do not include sales tax if applicable.

SNIP DBI Service Agreement

This Agreement is between SNIP ("SNIP") and Customer and incorporates the Service Order Form and Service Specifications, for the provision by SNIP or its subcontractors of the ordered Service, Options and/or Equipment. Customer, by signature below and use of the Service, agrees to the terms and conditions specified herein.

1. SNIP Network Usage

A. Customer has read and agrees to comply with SNIP's Net-Abuse Policy ("Policy") as currently set forth on SNIP's Web site (<http://www.snip.net>) and as the Policy may be modified by SNIP. SNIP will post any modification to its web site. Any content, material, message or data made available or transmitted through the Service, wherever it is sent from, viewed, received, retrieved, that is in violation of (i) any local, state, federal, foreign or international law, regulation or treaty; (ii) the Policy; or (iii) any community standards or accepted Internet policy is prohibited. SNIP does not monitor or control information residing on the Equipment or transmitted through its Network, so use of any information obtained through the Service, Network, Internet or Equipment is at Customer's risk. Customer assumes all responsibility for the use by End-Users of the Service, to include all attempted or completed transactions (including commercial transactions) between Customer and End-Users. Violation of this Section may be deemed a material breach of this Agreement and SNIP may immediately disable or terminate the Service with written notice to Customer, but without the cure period specified below.

D. Use of the Service. Service is limited to Customer, wholly owned affiliates of Customer, Customer's staff, and Customer's consultants performing work for Customer. Customer warrants that the Service is to be used primarily for business purposes. Any third party traffic is prohibited, except Customer may host world wide web sites on their own behalf, but may not send any posting (including e-mail) from that third party back to SNIP's Network or the Internet through the Service. This service is not provided for use by the Customer to in turn provide or resell Internet access to any other party. Any attempt to provide or resell Internet access without the express written consent of SNIP is in violation of this agreement and may result in immediate termination of service without notice or refund.

C. Network Numbers/Domain Name Policy. Customer agrees to the Network Number and Domain Name Policies set forth in the Specification. In all instances, SNIP Network numbers and IP Addresses utilized by Customer remain SNIP property, and upon termination of Service, return to SNIP. Customer at all time has responsibility for its own domain name.

2. Payment

Customer agrees to pay the set-up fees for any extension of the Telco circuit demarcation and SNIP Service installation (Service, and any Options and/or Equipment), as invoiced upon SNIP acceptance of Customer's Order. Except for default by SNIP, all startup fees are non-refundable. SNIP may delay activation of Service to the Customer if the initial Deposit not paid when due.

Please Initial Here: 

Regular billing for the Service will begin three (3) business days after the day the Telco circuit between Customer's site and the applicable SNIP point-of-presence (POP) is completed and activated by the Telco and SNIP notifies Customer ("Anniversary Date"). Thereafter, invoices will be for the specified period of Service (monthly or quarterly) and are payable 15 days after date of invoice. Invoices will include the period's 3 service fees (including any ordered Option or Equipment fees), the Telco circuit access fees, and any applicable taxes. SNIP reserves the right to change the above billing intervals upon written notice.

Customer agrees that any additional SNIP services requested (including an upgrade or relocation of Customer's circuit) will incur additional fees/charges, and Customer agrees to pay these fees/charges when invoiced (see <http://www.snip.net> for additional information on optional services). Invoices not paid within 30 days after date of invoice will be in default, and subject to a 1.5% per month interest rate or the maximum rate permitted by law, whichever is less, on all past-due balances. Customer agrees to not reimburse SNIP for any additional fees because of any collection activity, such as collection agencies or legal fees. Customer agrees that SNIP may request information from a reporting agency to enable SNIP to assess Customer's credit history, that such action is not the extension of "credit" to Customer, and that SNIP may enter these billing arrangements as a result.

3. Term

The Initial Service Term is Non-Cancellable, and shall extend from the initial Anniversary Date until the end of the Customer's Term Commitment set forth on the Order Form. Unless terminated by either party as provided below, this Agreement will automatically renew after the initial term for an additional one-year term, and continue thereafter subsequent Term on a month to month basis. Service after the Initial Term will be at the then applicable SNIP fees and Telco circuit rates.

4. Termination

Either party may terminate this Agreement upon written notice to the other (i) at the end of either the initial or subsequent term, so long as notice is provided thirty (30) days before the end of such term; (ii) upon material breach of the agreement by the other party, provided party has not cured breach during a thirty (30) day cure period starting on receipt of written notice, provided, SNIP may terminate or suspend this Agreement immediately with no cure period, if Customer is more than thirty (30) days late, from invoice due date, in paying a SNIP invoice or if Customer violates the provisions of Section 1. Default by Customer does not remove Customer's responsibilities to pay all fees up to the date of disconnection or termination, as well as payment for the remainder of the Service's initial term or a fee equal to six months of the commitment, whatever is the lesser of the charges, as a Termination Fee. Customer may terminate this Agreement immediately upon written request and upon payment of the aforementioned Termination Fee. Failure to provide both a written request and the payment of the Termination Fee will not terminate this agreement; and the Customer will be responsible for all payments of the continuing

Y5 SNIP Internet contract
FRN 1151317

Service until such time when both requirements have been met. All SNIP provided equipment must be made available for return at a time and date of SNIP's choice. Any damage to SNIP provided equipment must be reimbursed at a charge to be determined by SNIP's technical services department. Reconnection of Service will be at the then SNIP rate.

3. Service Upgrades

Customer may Upgrade Service at any time during the Term of this Agreement and agree to pay any fees/charges associated with the Upgrade. Upgrade is defined as an increase of Internet Bandwidth within the same Service Family and Delivery Type. Customer may Upgrade member bandwidth and move to a different Service Family or Delivery Type by paying a \$500 Transfer Fee and executing a new Net-Term Agreement.

4. Customer Requirements

Customer acknowledges that the Service may require it to provide suitable equipment, phone, and other requirements as stated in the Specifications. Customer is aware of its requirements to enable the Service. Customer is responsible for assessing its own computer and transmission network needs, and the results to be obtained therefrom. SNIP provides no user/facility security for Customer.

5. Terms and Conditions

5.1. IP/Port/Port Service Transfer. SNIP Does not provide Equipment to the Customer under IP/Port/Port Service, during the term of the Service. Customer agrees to provide its own technical support to integrate Equipment to the SNIP connection. SNIP will not provide on-site technical support (see IRReady). SNIP can provide an additional contractor and wireless/integration support. Customer will make software or firmware updates if deemed necessary for Equipment to provide Service (at no direct cost for the license or other rights).

5.2. Ready Service Family. Upon selection of this Service Family, the SNIP owned Equipment will be installed and maintained by SNIP (or SNIP's subcontractors). SNIP retains all right, title, and interest in the Equipment. Customer agrees to provide 24 hour per day, 7 days per week access to the Equipment (with second (2) required by Customer) by SNIP designated service. Customer agrees to provide access and suspend the Service guarantee during such time. SNIP may authorize Customer to open Equipment cabinets for appropriate routine and emergency reasons. Customer shall retain the right to disconnect the Equipment from its LAN at any time. SNIP reserves the right to shut down the Equipment at Customer's location in accordance with SNIP's emergency operating procedures with notification to Customer. Upon termination of the Option or Service, Customer agrees to return Equipment as directed by SNIP or to allow SNIP to remove Equipment. Customer's failure to return or allow removal of the Equipment in the agreed time frame allows SNIP to repossess the Equipment by way of legal action.

5.3. Additional terms applicable to an Dedicated Business Internet Access Service. Customer will be liable for applicable replacement costs, if the equipment is a subject to any damage, unauthorized use, alteration, modification, repair, abnormal use, misuse, neglect, abuse, accident, improper installation, or other acts cause by Customer or its employees, contractors or any other person, and that such act or omission will void any manufacturer warranties and SNIP Service Guarantee. Customer further agrees that it will indemnify SNIP for any third party claims or Customer's unauthorized alteration or modification of the Equipment. If SNIP determines in its sole reasonable judgment that SNIP owned Equipment is defective, SNIP shall replace the defective Equipment at no cost to Customer. SNIP is not responsible for Service disruptions caused by any Customer request to relocate Equipment. See Specifications for additional description of these Options.

6. No Warranties

THE SERVICE (TO INCLUDE OPTIONS) AND ANY SNIP OWNED EQUIPMENT USED BY CUSTOMER, ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SNIP MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE DATA AND/OR INFORMATION SENT OR ACCESSED THROUGH ITS NETWORK OR THAT THE SERVICE WILL BE ERROR FREE.

7. Limitation of Liability

UNDER NO CIRCUMSTANCE SHALL SNIP AND ITS SUBSIDIARIES, DIRECTORS AND EMPLOYEES, ITS AFFILIATES OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS) WHETHER OR NOT FORESEEABLE THAT RESULT IN ANY WAY FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT OR CUSTOMER'S RELIANCE ON INFORMATION PROVIDED OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, EVEN IF SNIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EXCEPT FOR THE SERVICE LEVEL CREDITS AVAILABLE IN CASE OF OUTAGES, AS DEFINED IN THE SPECIFICATIONS, SNIP'S ENTIRE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO SNIP DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. NO ACTION OR PROCEEDING AGAINST SNIP MAY BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE SERVICE GIVING RISE TO THE CLAIM IS RENDERED.

8. Indemnification

Customer agrees to defend, indemnify, and hold SNIP and its subcontractors, directors and employees, its affiliates or its subcontractors harmless from any claims, losses and damages, including attorney's fees, relating to any violation of this Agreement by Customer or users of its account, or the placement or transmission of any message, information, software or other materials on the Internet by Customer or authorized users of Customer's account. This indemnification shall survive the termination of the Agreement.

11. This Agreement represents the complete agreement and understanding of the parties with respect to the Service, and supersedes all other agreement, representations or understandings, and shall prevail in any conflict there between Customer's purchase order terms. The Agreement may be modified only by written agreement. Neither party may sell, transfer, or assign this Agreement, except to another company wholly owned or controlled by that party, or to entities acquiring all or substantially all of its assets, without the prior written consent of the other, which consent shall not be unreasonably withheld. SNIP shall require written notice of any assignment by Customer. Any assignment in derogation of the foregoing two sentences is null and void, and does not release the assigning party of its obligations under this Agreement. This Agreement shall be governed by the substantive law of the State of New Jersey, without reference to its principles of conflicts of laws, and the non-exclusive jurisdiction of the federal and state courts of the State of New Jersey.

THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO THE ORDER, THESE TERMS, AND THE SERVICE SPECIFICATIONS (AGREEMENT). THE PERSON WHOSE SIGNATURE APPEARS BELOW WARRANTS THAT IT HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER. ACCEPTANCE OF CUSTOMER'S ORDER AND DELIVERY OF SERVICE SHALL INDICATE SNIP'S ACCEPTANCE OF THIS AGREEMENT.

Harrobee Fresh Side of Seafood
Customer Company Name

[Signature] 5-06-02
Customer Representative Signature Date

Authorized Customer Representative Title (please type or print)

[Signature] 5-05-02
Authorized SNIP Representative Signature Date

BUS. Sales Manager
Authorized SNIP Representative Title (please type or print)

Y5 SNIP Internet contract
FRN 1151317



Business Service Contract

Purchase Order Required
PO# _____

For Internal Use Only

Salesperson LOU'S CIPUCCI CO Type New CID # 46158
 BX Contract SID # 223109

1. Business Service Contract Information:

Company Name HARAMBEE CHARTER SCHOOL Agreement Date 6/2/2003

2. Company Address:

Street Address 816-840 NORTH 68TH STREET City PHILADELPHIA St. PA Zip 19151

3. Customer Contract Administrator:

Name / Title / Department John Skief
 Phone 215-977-3062 Ext 3062 Fax 215-977-9611 Pager / Cell 268-228-5339
 E-MAIL ADDRESS JSKIEF@HARAMBEECS.ORG

4. Term Commitment:

- a. The term of this Agreement ("Term") is the time period indicated below, commencing on SNIP's acceptance and implementation of this agreement.
 b. Term (in months) 36 *JS* Please Initial Here

5. SNIP Contributory Voice Services:

- a. Customer subscribes to the SNIP Contributory Voice Services selected below:
 b. Contributory Dedicated Voice Services: Local Local Toll Long Distance/International Toll Free
 c. Contributory Switched Voice Services: Local Toll Long Distance/International Toll Free

6. Anytime-USA+ Preferred International:

- a. The SNIP Anytime-USA+ calling plan provides even more competitive international rates than our normal calling plan. There is a Monthly recurring charge of \$9.95 for Anytime-USA+. Please check below if you wish to purchase the Anytime-USA+ calling plan.
 Anytime-USA+ Preferred International Calling Plan

7. Maximum Monthly Usage Commitment:

- a. During the Term, Customer agrees to purchase at least the amount stated below of Contributory Voice Services Usage Charges per Month.
 b. Maximum Monthly Usage Commitment \$0 *JS* Please Initial Here

8. Inactive per Minute Rate Schedule:

- a. Use Table Below Discount _____ Use ICE Tariff _____ (See Attached Sheet)

| Type of Voice Service* | Dedicated Rates | | | Switched Rates | | | |
|------------------------|-------------------|---|-----------|----------------|----------|-----------|--------|
| | Tariff | Discount | Effective | Tariff | Discount | Effective | |
| Local | 0.0150 | 0.0% | 0.0150 | n/a | 0.0% | n/a | |
| Local Toll | 0.0180 | 0.0% | 0.0180 | 0.0670 | 0.0% | 0.0670 | |
| Long Distance | Interstate | 0.0600 | 17.0% | 0.0498 | 0.0670 | 0.0% | 0.0670 |
| | Intrastate | 0.0600 | 0.0% | 0.0600 | 0.0670 | 0.0% | 0.0670 |
| | Inter/Intra Q-Net | 0.0400 | 0.0% | 0.0400 | 0.0670 | 0.0% | 0.0670 |
| | International | See http://my.snip.net/InternationalRates/ | | | | | |
| Toll Free | 0.0600 | 0.0% | 0.0600 | 0.0670 | 0.0% | 0.0670 | |

| Est. Monthly Dedicated | | Est. Monthly Switched | |
|------------------------|------|-----------------------|------|
| Minutes | Cost | Minutes | Cost |
| | \$0 | | n/a |
| | \$0 | | \$0 |
| | \$0 | | \$0 |
| | \$0 | | \$0 |
| | \$0 | | \$0 |
| | \$0 | | \$0 |
| | \$0 | | \$0 |
| 0 | \$0 | 0 | \$0 |

* In US states and territories. TD Switched rates apply to the 48 contiguous United States. International minutes is defined as calls originating and terminating in US ATAs 220,222,224,226.

9. Pre-Payment, Credit, and Tax Exemption Information:

- a. Form of Pre-Payment: Check or Money Order is enclosed Check or Money Order will be sent Use Credit Card # _____
 b. D-U-B Number is: _____ We do not have a D-U-B Number. See attached D-U-B Credit Reference Form. (Attach copy of Exemption form)
 c. Federal Tax Exempt Federal Tax ID Number _____ (Attach copy of Exemption form)
 d. State Tax Exempt State Tax ID Number _____ (Attach copy of Exemption form)

10. General Terms and Provisions:

- a. By affixing my signature and initials, I confirm that I have read and understand the terms and conditions of this SNIP Business Service Contract and of the associated SNIP Business Service Agreement.

John Skief Date 6/17/03

Y6 SNIP Phone contract
FRN 1151307



DBX Facility Order Form

For Internal Use Only

| | | | | | |
|---------|-----|--------------------|---|-------------------|--------|
| CO Type | New | Change Order # | 0 | CiD # | 4610E |
| | | DBX Facility SID # | | BX Contract SID # | 223103 |

1. BX Contract Information:

Company Name HARAMBEE CHARTER SCHOOL Agreement Date 6/2/2003 Term (in months) 36

2. Facility Address (Demarcation Location):

Facility # 1 of 1
 Street Address: 506-840 NORTH 68TH STREET City PHILADELPHIA St. PA Zip 19151
 Contact Name _____ Phone 215-878-6040 Ex: _____ FAX _____

3. Customer 24 Hour / 7 Day Service Contact:

Name / Title / Department _____
 Phone _____ Ext _____ Fax _____ Pager / Cell _____
 E-Mail Address: _____

Data Services

4. Customer Network Integrator:

Name / Title / Department JEFF DEANS Company JEFF DEANS
 Phone 215-206-5525 Ext _____ Fax _____ Pager / Cell 215-206-5525
 E-Mail Address: _____

5. Delivery/Internet Services:

| Service Name | Service Type or Description | Act | Quantity | | Unit NRC | | | Unit MRC | | | Extended | |
|----------------------|-----------------------------|-----|----------|----------|----------|----------|-----------|----------|----------|-----------|----------|-------|
| | | | Charged | Included | List | Discount | Effective | List | Discount | Effective | NRC | MRC |
| DBX Delivery | W/RT | | 1 | 0 | | | \$0 | \$360 | \$20 | | \$0 | \$340 |
| DBX 24 Hour Loop | | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| PTP Mileage | Point-to-Point Mileage | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DBX Internet | | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DBX Internet | | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DBX Transport | | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Total Charges | | | | | | | | | | | \$0 | \$340 |

Note: If the subcontracted Access Provider determines that additional charges will be incurred to extend the circuit demarcation to the customer termination point, this charge is the responsibility of the customer and is not included in this contract.
 Fees do not include sales tax if applicable.

6. Internet Service Features:

| Feature Name | Feature Type or Description | Act | Quantity | | Unit NRC | | | Unit MRC | | | Extended | |
|----------------------|-----------------------------|-----|----------|----------|----------|----------|-----------|----------|----------|-----------|----------|-----|
| | | | Charged | Included | List | Discount | Effective | List | Discount | Effective | NRC | MRC |
| DBX POP | Web (Email) Boxes | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DBX POP | VOs (Dialup) Accounts | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DBX E/Web | Web Hosting (per 20MB) | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DBX SMTP | Secondary SMTP | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DBX Domains | Domain Name Servicing | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Monthly POP | Personal Dial-up | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Monthly CDU | Business Dial-up | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Other Services | | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Other Services | | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Total Charges | | | | | | | | | | | \$0 | \$0 |

Voice Services

7. Customer's Telephone Interconnect:

Name / Title / Department _____ Company _____
 Phone _____ Ext _____ Fax _____ Pager / Cell _____
 E-Mail Address: _____

Initial Here [Signature]
 Date 6/17/03

Y6 SNIP Phone contract
 FRN 1151307



DBX Facility Order Form

Voice Services (Continued)

8 Long Distance Services:

| Service Name | Service Type or Description | Act | Quantity | | Unit NRC | | | Unit MRC | | | Extended | |
|----------------------|-----------------------------|-----|----------|----------|----------|----------|-----------|----------|----------|-----------|------------|------------|
| | | | Charged | Included | List | Discount | Effective | List | Discount | Effective | NRC | MRC |
| LD Trunking | PR: LD Trunking | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | LD Trunking | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| LD Toll Free | Toll-Free Numbers | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Total Charges | | | | | | | | | | | \$0 | \$0 |

9 Local Services:

| Service Name | Service Type or Description | Act | Quantity | | Unit NRC | | | Unit MRC | | | Extended | |
|----------------------|-----------------------------|-----|----------|----------|----------|----------|-----------|----------|----------|-----------|------------|--------------|
| | | | Charged | Included | List | Discount | Effective | List | Discount | Effective | NRC | MRC |
| DDI Trunking | Basic | Add | 15 | 0 | | | \$0 | \$43 | \$3 | \$10 | \$0 | \$150 |
| | DDI One-Way | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | DDI Two-Way | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | DDI B-Channel | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | Tra | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DDI Trunking | PR: 238-0 | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | MRC PR 1-27 (222,228) | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | MRC PR 1-27 (223) | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | MRC PR 1-27 (224) | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | MRC PR 28+ (222,228) | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | MRC PR 28+ (220) | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | MRC PR 28+ (224) | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DDI B-Channel | Outband Signaling | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Toll | Promote Call Forward | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Total Charges | | | | | | | | | | | \$0 | \$150 |

10 Voice Service Features:

| Feature Name | Feature Type or Description | Act | Quantity | | Unit NRC | | | Unit MRC | | | Extended | |
|----------------------|-----------------------------|-----|----------|----------|----------|----------|-----------|----------|----------|-----------|------------|------------|
| | | | Charged | Included | List | Discount | Effective | List | Discount | Effective | NRC | MRC |
| Complex | Regional | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | InterLATA | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Call Forward | Variable | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | No Answer | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | Busy | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Call Forward | Busy/No Answer | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | Name and Number | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Call Waiting | Call Waiting | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Call Transfer | Three-Way | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | Five Party | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| | Three-Way Transfer | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| DDI B-Block | DDI B-Block | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| MRC PR | MRC PR | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| BX Contract | Toll-Free D1 Assist | | | | | | \$0 | | | \$0 | \$0 | \$0 |
| Total Charges | | | | | | | | | | | \$0 | \$0 |

Data/Voice Service Summary

11. Total Charges for all Services and Features

| | NRC | MRC |
|--------------------------------|------------|--------------|
| Grand Total all Charges | \$0 | \$480 |

Initial Here [Signature]
 Date 4/20/03

Y6 SNIP Phone contract
 FRN 1151307

-2-

On your **initial response** (May 21, 2004) - Appendix H-Vendor proposals, the bid from **CAVELIER** in response to 470# 766010000478971 (local phone service & internet access) was provided. A bid from **ATX** for T-1 Internet access and firewall was also provided. However, it appears that during the vendor selection process for selection of the internet access vendor, the school did not consider these bids.

- Please fully explain why it appears that the school did not consider these bids. Please detail what FRN these bids were associated with.

All proposals received were submitted during the initial response (5/21/2004), whether the project was accepted or not. Internet services should not have been listed on the 470. Since a multi-year contract bid under the previous program year was in place, bids received for these services were not considered. This would be **FRN 1151317**.

-3-

On your **initial response** (May 21, 2004), a bid for **Gaggle** was provided. Please describe what FRN this bid was associated with. It appears that during the vendor selection process the school did not consider this bid.

- (3a) Please fully explain why it appears that the school did not consider this bid
- (3b) Please detail which FRN(s) this bid (was/should have been) associated with.

All proposals received were submitted during the initial response (5/21/2004), whether the project was accepted or not. This **e-mail hosting** project was not moved forward. No contracts were awarded in this area and therefore **there is no corresponding FRN**.

-4-

On your **initial response** (May 21, 2004), a bid for **Computer power solutions** was provided.

- (4a) Please describe what FRN this bid (was/should have been) associated with.
- (4b) It appears that during the vendor selection process the school did not consider this bid. Please fully explain why it appears that the school did not consider this bid.

All proposals received were submitted during the initial response (5/21/2004), whether the project was accepted or not. This **e-mail hosting** project was not moved forward. No contracts were awarded in this area and therefore **there is no corresponding FRN**.

-5-

For FRNs 1151402, 1151409, 1151472, 1151477, and 1151479, there are discrepancies between the **initial response** and your **follow-up response**, with respect to the **number of bids**. Please explain, FRN by FRN, why there were different sets of bids. Last, please provide your current view of the number of bids per FRN, and substantiate your answer.

A school representative compiled the matrix in the May 12th initial response. Errors were made comparing bid components to FRNs mostly due to the manner in which each vendor listed their bid items. The matrix in the March 3rd follow-up response was done by ALEMAR with focused questions to the school during the process. Since the follow-up request was more detailed, the corresponding responses were more thorough. Several files and documents were checked to confirm that the information provided in the follow up response, especially with regard to any found discrepancies, such as those asked here, were accurate and correct. This documentation has been checked again. All documents have been submitted and the existing documents do not support the matrix submitted with the original response. The matrix below reflects our current view of the number of bids per FRN.

| # | APP | FRN | VENDOR | \$ | Cat. | ACD from 471 | C, T, MTM | CAD from 471 | contract's contract award date | 470# | # bids | RFP ? |
|----|--------|---------|-----------------------|-------|------|--------------|-----------|--------------|--------------------------------|-----------------|--------|-------|
| 7 | 418348 | 1151402 | Complete Convergence | 2,500 | IC | 01/05/04 | C | 01/30/04 | 1/30/04 | 766010000478971 | 2 | no |
| 8 | 418348 | 1151409 | Complete Convergence | 2,314 | IC | 01/05/04 | C | 01/30/04 | 1/30/04 | 766010000478971 | 2 | no |
| 15 | 418348 | 1151472 | CompUworld | 1,695 | IC | 01/05/04 | C | 01/30/04 | 1/30/04 | 766010000478971 | 2 | no |
| 16 | 418348 | 1151477 | Promedia | 13590 | IC | 01/05/04 | C | 01/30/04 | 1/30/04 | 766010000478971 | 1 | no |
| 17 | 418348 | 1151479 | Final Mile technology | 6100 | IC | 01/05/04 | C | 01/30/04 | 1/30/04 | 766010000478971 | 2 | no |

Thank you.

Martin Friedman, Consultant, Harambee Charter School

**Funding year 2004 E-Rate Case SR-2004-BEN# 228148 – HARAMBEE
INSTITUTE CHARTER SCHOOL**

03/22/2005

Bob,

Here are the responses to your most recent inquiries.

Vendor Selection:

FRN 1151409 – (MTG) The corrected Promedia bid document (PRO 2) is attached. Also, there was a mislabeling of the FRN on the previously submitted documents, PRO 4 and PRO 5. The servers on these documents should be identified as FRN 1151409 not 1151402.

FRN 1151409: (MTG) The MTG contract lists the following costs for this FRN:
 $\$378 + \$57 + \$1456 + \$139 + \$284 = \2314 .

FRN 1151430: (MTG) There is a discrepancy between the MTG contract and the quote for this FRN. In the quote (MTG3), there are 4 Cisco stacking Gbics listed at \$200 apiece for a total of \$800. The contract reflects only two of these items for a total of \$400. We used the quote to prepare the 471, hence the \$400 shortfall. Please reduce the requested amount for this FRN to reflect the contract amount of \$13345. Martin Friedman, Consultant, Harambee Institute CS.



| E-RATE SELECTIVE REVIEW INFORMATION REQUEST | | | |
|--|-------------------------|--------------------|--------------------------------|
| FUNDING YEAR 2004 | | | |
| CASE # SR-2004-228148 | | | |
| To: | Martin Friedman | From: | Gary Carlson |
| Your Phone Number: | 610-999-9935 | My Phone Number: | 973-884-8344 |
| Your Fax Number: | 610-353-1005 | My Fax Number: | 973-599-6515 |
| Entity Name: | HARAMBEE CHARTER SCHOOL | My E-Mail Address: | gcarlo@sl.universalservice.org |
| Today's Date: | 04/29/2004 | Total Pages: | 16 |
| PLEASE RESPOND BY: | 05/13/2004 | | |
| Form 471 Application Number(s): | 418328, 418348 | | |

1) Requests for Proposal (RFP)

- a) Copies of any and all requests for proposals (RFPs), invitation to bid, request for bids, or other documentation of bid requests for services and/or products requested, or other solicitations in any way associated with the applicant’s funding request(s) and/or the selection of the service provider(s) that appear(s) on the applicant’s funding request(s). Be sure to include any and all amendments made to the original RFP.
- b) You do not need to provide copies of FCC Form(s) 470 that were posted to the SLD website.
- c) If RFPs, etc., are not provided, please explain why you have not provided them.

Although the School did not issue any RFPs, an information packet (See **APPENDIX A: INFORMATION PACKET** was distributed to all interested vendors and supporting communication, as requested, can be found in **APPENDIX B: VENDOR COMMUNICATIONS**). The packets provided more detail than was available on the Form 470. Vendors interested in the cabling projects were required to make a site visit.

School representatives and Consultant also notified vendors of the existence of the Forms 470. (See **APPENDIX B: VENDOR COMMUNICATIONS**)

2) Bid Responses

- a) Complete copies of any and all proposals, bid responses, etc., received in response to the Form 470, and/or any RFP, or other solicitation in any way associated with the applicant’s funding request and/or with the selection of the service provider that appears on the applicant’s funding requests. Again, this information should be provided for all funding requests including tariff, month-to-month and contracted services.

See **APPENDIX H: VENDOR PROPOSALS**

3) Vendor Selection Process

- a) How many bids were received for each FRN (Telecommunications, Internet Access and Internal Connections)?
- b) Complete documentation indicating how and why you selected your service provider(s). This documentation should include:
 - i) a description of your evaluation process,
 - ii) the factors you used to determine the winning bid, and
 - iii) attendance sheets for any meetings regarding the Form 470 and/or RFP or other solicitation vehicles.
- c) If more than one factor was used in the evaluation process to determine the winning bid(s) please indicate how those factors were weighted (points or percentage) in the evaluation process.

471# 361957 (Y6) – TELECOMMUNICATIONS

| FRN | Project | # bids rec'd |
|-----------------------------|---------------------------|---------------------|
| 1151307 (Y7) 980576 (Y6) | Regular Telephone Service | Multi-year contract |

471# 418328 – TELECOMMUNICATIONS

| | | |
|---------|----------------------------|---|
| 1151324 | Cellular Telephone Service | 2 |
|---------|----------------------------|---|

471# 320052 (Y5) 471# 361957 (Y6 – adds 2nd T1) 471# 418328 (Y7 adds 2nd T1) – INTERNET

| FRN | Project | # bids rec'd |
|--|-------------------------------------|---------------------|
| 1151317 (Y7) 980579 (Y6) 861875 (Y5) | Internet Service (port) and Circuit | Multi-year contract |

471# 418328 – INTERNET

| | | |
|---------|---------------------------------|---|
| 1151336 | Web Hosting | 2 |
| 1151328 | Inside Wire Maintenance (phone) | 1 |

Telephone and Internet awards are based on multi-year contracts bid under previous eRate years. Cellular service proposal from T-mobile did not provide the required direct connect and broadcast features specified in the in the Form 470 and information packet and was disqualified.

471# 418348 – INTERNAL CONNECTIONS

| FRN | Project | # bids rec'd |
|---------|----------------------------------|--------------|
| 1151402 | Wire and Cable Maintenance | 3 |
| 1151409 | Servers | 4 |
| 1151462 | Firewall Router | 4 |
| 1151424 | PVBX | 1 |
| 1151430 | Wireless LAN install & D/E | 2 |
| 1151472 | Tape back up | 3 |
| 1151396 | LAN Maintenance | 3 |
| 1151449 | Project Management | 3 |
| 1151443 | PBX Maintenance | 1 |
| 1151479 | LAN Cabling | 3 |
| 1151477 | CODEC, Cabinet, video equipment | 2 |
| 1151468 | Wireless Cards (72.36% eligible) | 2 |

After an initial meeting on November 25, 2003, a few meetings were held with School representatives prior to and after the development of the Forms 470. No attendance sheets were taken but participants included the Chief Administrative Officer – John Skief, the Business Manager, the School Technology Coordinator, a Technology Consultant, and a representative of ALEMAR Consulting. Follow-up communication between ALEMAR and the school's representative was mostly by phone. **APPENDIX C: SCHOOL COMMUNICATION** provides additional insight.

To share costs, one of the Schools agreed to run the eRate ads in a local paper. **APPENDIX D: ERATE ADVERTISEMENT**

All proposals that were submitted to the Consultant by the date specified on the information packets were given to the School's representative just prior to the January 15th bid opening. No attendance record was taken. An ALEMAR representative was not present at the opening.

Proposals were opened noting the lowest bidder of a category or project. The CAO signed the contracts included with the successful proposals, as modified, then the Consultant was notified of the determinations for filing the Form 471.

4) Contracts and/or other agreements

- a) Signed and dated copies of any and all agreements related to each of the Form 471 funding request(s), including any and all contracts, agreements, Statements of Work, etc.,

and any and all agreements between the applicant and the service provider related in any way to the applicant's funding request and/or provision of E-rate related services.

- b) If the price on the contract is different from the pre-discount price on your Form(s) 471, please explain the difference and account for the difference. (For example, if the dollar amount on the contract is higher than the dollar amount on your Form(s) 471, indicate which services have been removed, if that is the case. If the dollar amount on the contract is lower than the dollar amount on your Form(s) 471, explain why).
- c) If the contract referenced on a particular funding request is a state master contract, please indicate that. There is no need to provide us with the state master contract.
- d) If contracts, etc., are not provided, please explain why you have not provided them.

(See **APPENDIX F: VENDOR CONTRACTS**)

5) Consulting Agreements

- a) Please provide a complete copy of any consulting agreement(s) relating to the planning, implementation, and support of your E-rate funding request(s). If consulting agreement(s) were not used please indicate as such.

See **APPENDIX G: CONSULTANT CONTRACT**

6) Correspondence (Email, phone logs, etc.)

- a) Please provide a copy of all correspondence between your entity and any service providers or consultants regarding the competitive bidding process and the application process.

Correspondence between consultants, District, and vendors are attached. See **APPENDIX B: VENDOR COMMUNICATION** and **APPENDIX C: SCHOOL COMMUNICATION**

If there is any other documentation that would be helpful to us in our review to ensure that you complied with the Commission's rules requiring a fair and open competitive bidding process, please provide that as well.

ITEM 25 WORKSHEET SUMMARY: FAX BACK PAGE 1

| | | |
|---|--------------------------|--------------------------|
| Item 25 Worksheet Summary | Funding Year 2003 | Funding Year 2004 |
| Please Add Subtotals of Sections I through VI | (07/01/03–06/30/04) | (07/01/04–06/30/05) |

Section I: Connectivity

| | | |
|---|-----------|---------------------|
| I-A. Commitment Amount Requested | | |
| • Telecom | 1 | \$46,028.84 |
| • Internet Access | 2 | \$39,307.50 |
| • Internal Connections | 3 | \$83,709.39 |
| Total of Funding Requests (I-A) | 4 | \$169,045.73 |
| I-B. Form 471 Applicant's Share | | |
| • Telecom | 5 | \$5,114.32 |
| • Internet Access | 6 | \$4,367.50 |
| • Internal Connections | 7 | \$9,301.04 |
| Total of Applicant Share (I-B) | 8 | \$18,782.86 |
| I-C. Amounts not covered by E-Rate | | |
| • Telecom | 9 | \$ |
| • Internet Access | 10 | \$ |
| • Internal Connections | 11 | \$ |
| Total of Amounts Not Covered (I-C) | 12 | \$ |
| Total Connectivity (I-A + I-B + I-C) | | \$ |

Section II: Hardware

| | | |
|--|----------------|----------------|
| II-A. Number of Computers Connected | 13a. # | 13b. # |
| II-B. Number of Servers Connected | 14a. # | 14b. # |
| II-C. Number of Data/Voice Drops Installed | 15a. # | 15b. # |
| II-D. Applicant Expenditure | 16a. \$ | 16b. \$ |
| II-E. Contribution / In-Kind Donations | 17a. \$ | 17b. \$ |
| Total Hardware (II-D + II-E) | 18a. \$ | 18b. \$ |

Section III: Professional Development

| | | | | | |
|---|----------------|-----------------|------------------|------------------|----------------|
| III-A. Staff Training Hours (Total 100%): | 0-5 Hrs. ____% | 5-15 Hrs. ____% | 15-25 Hrs. ____% | 25-50 Hrs. ____% | 50+ Hrs. ____% |
| III-B. Applicant Expenditure | 20a. \$ | 20b. \$ | | | |
| III-C. Contribution / In-Kind Donations | 21a. \$ | 21b. \$ | | | |
| Total Professional Development (III-B + III-C) | 22a. \$ | 22b. \$ | | | |

Section IV: Software

| | | |
|--|----------------|----------------|
| IV-A. Applicant Expenditure | 23a. \$ | 23b. \$ |
| IV-B. Contribution / In-Kind Donations | 24a. \$ | 24b. \$ |
| Total Software (IV-A + IV-B) | 25a. \$ | 25b. \$ |

Section V: Retrofitting

| | | |
|---------------------------------------|----------------|----------------|
| V-A. Applicant Expenditure | 26a. \$ | 26b. \$ |
| V-B. Contribution / In-Kind Donations | 27a. \$ | 27b. \$ |
| Total Retrofitting (V-A + V-B) | 28a. \$ | 28b. \$ |

Section VI: Maintenance

| | | |
|--|----------------|----------------|
| VI-A. Applicant Expenditure | 29a. \$ | 29b. \$ |
| VI-B. Contribution / In-Kind Donations | 30a. \$ | 30b. \$ |
| Total Maintenance (VI-A + VI-B) | 31a. \$ | 31b. \$ |
| Total of E-Rate Initiative (Total of Section I to VI) | 32a. \$ | 32b. \$ |

Technology Implementation Level (Enter Number of schools/libraries at each level from worksheet)

| | | | |
|----------------------------|----------------------------|----------------------------|----------------------------|
| Level 1 current: | Level 2 current: | Level 3 current: | Level 4 current: |
| Level 1 by 6/30/05: | Level 2 by 6/30/05: | Level 3 by 6/30/05: | Level 4 by 6/30/05: |

For Consortium applicants choosing to provide a response on a disaggregated basis:

| | |
|--|----------------------|
| Block 4 Entity Name: _____ | Entity Number: _____ |
| Item 25 Worksheet Summary page: ____ of ____ | |

RESOURCE PLAN: FAX BACK PAGE 2

Resource Plans and Investments: On this worksheet you are asked to estimate any relevant investments in the resources you need to make effective use of requested E-rate services that happened prior to Funding Year 2003 covered on the *Item 25 Worksheet Summary: Fax Back Page 1* as well as any other resources that are available to you but which are not represented on the *Item 25 Worksheet*. Please use this space, or attach an additional page, to provide narrative information about both your plans and strategies for securing the necessary resources to make effective use of the requested services and previous years' investments in technology. You may use the space below to cross reference sections of your approved technology plan, your budget, or other relevant documentation. If you have made a significant investment in technology prior to Funding Year 2003, please summarize these resources that are already in place. If you have applied for matching funds or grants from other sources that have not been approved yet, please note it. Include all information about resources that you have available to make effective use of E-rate funding.

Being the "School of Science & Technology" we have attempted to integrate technology into every area of instruction and operation throughout the organization. The acquisition and implementation of a School Administration Database Program has enriched our ability to infuse technology into our daily operation. Both our Fiscal and Human Resource departments use web-based applications for a wide array of functions. However it is necessary to provide some upgrades, additional support and ongoing maintenance to ensure continued reliability in those areas. The costs of these operations are supported through the operating budget.

The investment in a networked School administration database requires additional workstations for greater access. For the past two years we have integrated web-based instruction into our curriculum. The acquisition of the additional PC's will also allow consistent, quality delivery to more students.

In addition to the daily operations, the last two years have proven productive for students using the new web-based curriculum. The delivery is dual platform (web and network based.) Curriculum areas include Assessments in Language Arts and Mathematics, Language Arts Literacy, Mathematics, Social Studies, Science, Problem Solving and Life Skills. The replacement computers will secure our ability to dedicate more time-on-task for a greater number of students. The older systems cannot support the current requirements for the LAN based software.

We have an updated website that encourages interaction between parents and staff members. The format is informative and functional. We have expanded means of communication and provided additional avenues for parents to stay informed of all classroom and extra-curricular activities.

We already have a state-of-the-art computer lab and a 165 workstation T-1 supported LAN. The current computers are part of an IT Inventory Database configured to complement the existing layout of the building.

Teachers engage in a variety of professional development activities starting with coordinated in-service activities, support for conference and workshop attendance, and after-school workshops. In addition, many of our teachers are currently enrolled in accredited programs to advance their professional skills.

E-RATE IMPLEMENTATION DESCRIPTION: FAX BACK PAGE 3

E-rate Implementation: On this worksheet please describe your overall strategy for implementing your E-rate requests this year, noting especially any differences if not all of your facilities are at the same technology implementation level. Please give us an overall picture of what you are trying to accomplish so that we can better understand how the requested services will work in conjunction with the resources that you have identified throughout this document.

This is the School's second year at this location. The School has phone service, and direct Internet connection on a building LAN with access from all classrooms, labs, and offices. The current layout includes at minimum of three student workstations and one teacher station in each classroom. All of our PCs are linked to the network printers. Because our student population is increasing by almost 50%, we need to acquire additional equipment. Our goal is to have 5-7 student workstations in each classroom with another dedicated teacher workstation. In addition we have a separate common areas and the computer lab that are networked. We are going to replace approximately 50 older PC's that have outlived their useful life. The PCs will be replaced with multimedia capable desktop computers with wireless networking capability. The School continues to focus on the Internet and other networked services in its goal to better utilize them for instruction, collaboration, and professional development. For this program year, one goal was to maintain the current infrastructure allowing the continuation of the support and delivery of these online services to the classroom. The school will be expanding in July 2004. That presents a need for additional equipment and connectivity. Our desire is to expand our application and use of technology through collaboration with other educational institutions, distance learning and professional development trainings. When implemented effectively, the integration of technology into every area of education and organizational operation is much easier

As the school community adjusts to the new environment, modifications to the technology plan specified the following projects to be included in the Year 7 requests:

- Expanding wireless connectivity to common areas and some classrooms to provide more efficient use of wireless devices for instruction and expansion of LAN access
- Phase one of a distance-learning pilot using videoconferencing equipment to support professional development, instruction, and collaboration. An additional benefit is that the charter schools can use the technology to connect to each other and share costs of instruction.
- Expand PVBX into additional classrooms
- Adding a firewall for additional security

Naturally, any management and support services for existing eligible equipment was also included in the Year 7 requests.

In general, the goal of the District's eRate initiatives is to provide a reliable, robust communications infrastructure that supports its instructional and administrative missions. This includes building upon and strengthening those devices and services already in existence, and bringing forward new initiatives according to need. Each year's submissions meet the budgetary considerations needed to meet the dictates of the school Technology Plan. The Plan prescribes systems and actions needed to meet academic and administrative needs. The eRate realizes the basic telecommunications needs in telephone, Internet, and some network services. Erate also allows for some communicative devices to be used to support the instructional mission such as accessing content and people using live or canned video.

The school has submitted an amendment to their current Technology Plan to the State. (See **APPENDIX I: TECHNOLOGY PLAN and AMMENDMENT TO TECHNOLOGY PLAN**)

E-RATE IMPLEMENTATION DESCRIPTION: FAX BACK PAGE 4

Selective Review Information Request Completion Certification

If the applicant's authorized representative completed the information in this document, please attach a copy of the letter of agency or other agreement between the applicant and consultant authorizing them to act on the school or library's behalf. For the purposes of this form, in the Employer's Name field, a consultant should enter the name of his or her consulting firm.

| SECTION 1: AUTHORIZED SIGNER INFORMATION | | | |
|--|---|--------------------------------|------------------------|
| Name Martin Friedman | Title | | |
| Email Address friedman@alemarconsulting.com | Telephone Office: 610-999-9935 Fax: 610-353-1005 | | |
| Employer's Name ALEMAR Consulting Inc | | | |
| Employer's Street Address 442 Lyndhurst Drive | | State PA | Zip Code 19008-4146 |
| SECTION 2: APPLICANT INFORMATION | | | |
| Billed Entity Name HARAMBEE CHARTER SCHOOL | | Billed Entity Number 228148 | |
| Funding Year 2004 Forms 471 Application Numbers 418328, 418348 | | | |
| SECTION 3: CERTIFICATION STATEMENTS | | | |
| <ul style="list-style-type: none"> • I certify that I prepared the responses in this document on behalf of the above named entity. • I certify that despite any budget deficits, fund-raising effort shortfalls, or other uncertainties that the funding source(s) identified for my applicant share of E-rate will not be affected. | | | |
| Authorized Signer's Signature | | | Date |
| Authorized School or Library Official's Signature | | | Date |

Selective Review Information Request Checklist:

Remember to include all of the following in your response:

- ✓ Copies of signed and dated contracts relating to the Form(s) 471 for all contracted services, except those contracts that are state master contracts.
- ✓ Copies of all requests for proposals, etc., where a vehicle other than the Form 470 was used for procurement.
- ✓ Copies of all bids that were received for all funding requests.
- ✓ Complete documentation regarding the process used for selecting your service provider(s).
- ✓ Copies of any consulting agreements.
- ✓ Correspondence between the consultant/service provider and the school/library regarding the competitive bidding process and the application process.
- ✓ Copy of your technology plan that supports your funding request for Funding Year 2004.
- ✓ Fax Back Pages 1-4.
- ✓ Approved operating budget which includes both revenues and expenses or alternative budget documentation.
- ✓ Letter of agency or agreement if responder is authorized representative of the eligible entity, if required.