



6. In denying the School District's funding under the E-rate program, USAC pointed to e-mail correspondence between the School District and Trillion that occurred before the School District filed its Form 470. USAC contends that the e-mail exchanges suggest the School District intended to select Trillion for the contract for services without a fair and open competition.

7. The references to e-mail exchanges are to my discussions with Trillion. The School District is located in an underserved area of New Mexico and has very limited options on networking services and Internet access. To resolve its problems presented by its current inadequate and malfunctioning Wide Area Network, I started looking into options for networking services and Internet access, and identified Wireless Wide Area Networking as a possible solution. Rather than using limited School District resources on network engineering services, I sought the outside assistance of Trillion for its technical expertise only. My discussions with Trillion are summarized as follows.

8. On July 19, 2005, at 3:25 PM, I received an e-mail from Gary Gaessler, Regional Sales Manager with Trillion. He asked me some questions regarding site locations, T1 connections, and fiber location and distance. He also discussed services, such as firewalls, content filtering, e-mail filtering, *etc.* This was a neutral conversation, by which Mr. Gaessler was discussing the types of services or products Trillion had to offer, in light of the School District's current technology needs so that I could determine what products or services may address the School District's technological infrastructure needs at the time.

9. On August 28, 2005, at 4:55 PM, I sent an e-mail to Mr. Gaessler, indicating that the School District planned to work with its E-rate consultant to get its Form 470 filed. I did ask for examples of language used in previous Form 470s and provided information about our current

technology system. I also agreed to meet with Trillion representatives to discuss their product offerings. However, I did not provide Trillion with any information that was not available to anyone else who would have been submitting a proposal for the services, and Trillion did not prepare, review, or complete the Form 470.

10. On August 30, 2005, at 11:15 AM, I received an e-mail from Gary Gaessler, Regional Sales Manager with Trillion. He provided me an example of a description for a Wireless Wide Area Network and Voice Service, which he read from USAC's Eligible Services List. He also suggested that the services could be provided on a multi-year basis or allow for voluntary extensions. Mr. Gaessler offered to review a Form 470, but we did not provide this to him, nor did we use his suggested language in the description of services published in Form 470 for solicitation of bids. Again, this was a neutral conversation and I provided no information to Mr. Gaessler that would affect the bidding processes.

11. On August 30, 2005, at 4:38 PM, I received an e-mail from Gary Gaessler, Regional Sales Manager with Trillion. He asked me whether any of the dates and times that he identified in the e-mail were available to meet with me, the School District's lead technician, and Trillion's IP Tel Engineer and project manager to discuss the School District's current LAN network, i.e., switching, equipment, models, hubs, QOS capabilities, *etc.* This was a neutral conversation, and he was gathering information to determine the scope and nature of the School District's current technology in use so that his bid would be responsive to the School District's needs. The same information was available to any vendor.

12. These communications between me and Trillion were neutral and did not taint the bidding process.

13. Neither did our discussions unfairly influence the outcome of the competitive procurement process for E-rate services.

14. I did not furnish Trillion with inside information or information of any kind which was not available to or shared with other interested vendors, or allow it to unfairly compete in any way.

15. On January 10, 2006, the School District went out to bid through Form 470 for Wireless Wide Area Network data and voice services. Several bidders called in to the School District to inquire about the services required, essentially seeking the same information sought by Trillion in ¶11, above. However, the School District received only one bid at the closing of the bid time frame. The vendor was Trillion. The School District evaluated its bid response to ensure that it included all of the services and functionality the School District needed. Trillion was awarded the contract.

16. Trillion met the School District's requirements, were cost effective, and were within budget.

17. The School District provided all potential bidders access to the same information and treated them in the same manner throughout the procurement process.

18. Trillion did not prepare, sign, or submit the School District's Form 470.

19. Trillion did not participate in the bid evaluation or vendor selection process in any way.

20. I provided all potential bidders access to the same information and treated them in the same manner throughout the procurement process.

Further, the Affiant states not.

