



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: nwestmor@pasco.k12.fl.us

May 6, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

RE: Verizon Business Network Service for Point-to-Point DS1 Services
Agreement #2011-592460/2013-687314

The Office for Technology and Information Services currently has an agreement with Verizon Business Network Services (Verizon) for providing each school with telephone service, known as point-to-point DS1. DS1 lines transmit voice and data between District locations. On February 18, 2014, the Board approved an extension to the contract, which is set to expire on June 30, 2014.

Verizon has provided the District with an amendment to the original contract, Agreement #2011-592460/2013-687314, with the term dates of July 1, 2014 through June 30, 2015. Please reference the attached memo from Mr. John Simon, Director of Information Services, and Mr. Chris Jackson, Supervisor of Information Services, for further details.

At this time, it is my recommendation to enter into this contract amendment covering the period of July 1, 2014 through June 30, 2015. The cost for this service period will be \$346,000, and will be paid out of utility funds.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

NW/plh

Attachments

Date/Time: April 30, 2014 10:14:00

(813) 794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

John W. Simon, Jr., Director
Office for Technology and Information Services
813/794-2416 352/524-2416
727/774-2416 Fax: 813/794-2172

Date: April 17, 2014

To: Nicole Westmoreland, MBA, Purchasing Agent

From: Chris Jackson, Supervisor of Information Services *ckj*
John Simon, Director of Information Services *js*

Subject: Verizon Point-to-Point DS1

The Information Services department currently has point-to-point DS1 circuits to each school. These point-to-point circuits provide each school site with telephone service. We are recommending that the District continue using a twelve month agreement with Verizon for our point-to-point DS1 circuits. This twelve month agreement is from 7/1/2014 through 6/30/2015. There is a cost savings for taking advantage of a twelve month term. The cost to the District is \$346,000.00, for which the Office for Technology and Information Services will file for E-rate reimbursement for eligible sites. Funding will be provided using the existing utility budget procedure. There is not an adverse risk to the District since we are not planning to terminate early.

If you have any further questions, please call me at X42926.

AMENDMENT NO. 3

Customer Name	District School Board of Pasco County ("Customer")	Main Billing Tel. No:	813-794-2000
and address:	7309 Land O Lakes Blvd., Land O Lakes, FL 34638	Agreement No.	2011-592460/ 2013-687314

THIS AMENDMENT No. 3 is to the Service Agreement No. 2011-592460, signed by District School Board of Pasco County ("Customer") and Verizon Florida LLC ("Verizon") on January 30, 2012, as amended (the "Agreement"). The parties agree that said Agreement shall be amended as follows:

WHEREAS, Customer wishes to exercise its option to extend the Service Period of the Agreement for an additional one year period;

WHEREAS, Verizon is willing to extend the Service Period as described herein.

The Parties agree to amend the Agreement as follows:

1. Section 3 of Exhibit A to the Agreement, entitled "Service Period," is hereby further amended to extend the previously extended Service Period so that it will commence on July 1, 2014, and expire on June 30, 2015 ("Extended Service Period"). All references throughout the Agreement to "Service Period" shall apply to the "Extended Service Period".
2. In order for Service to continue at the current rates without interruption, this Amendment extending the term of the Agreement must be fully executed and effective no later than June 30, 2014. In order to do so, Customer must sign, date, and return this Amendment on or before May 30, 2014. If this Amendment is not effective by the expiration date specified herein, the Service may be reverted to Verizon's then current tariff or guide rates as described in Section 7 (b) of Exhibit A to the Agreement entitled "Service Continuation".

All of the other terms and conditions of the Agreement will remain in full force and effect except as expressly amended above.

AGREED AND ACCEPTED:

District School Board of Pasco County (Customer)

VERIZON BUSINESS NETWORK SERVICES INC. on behalf of Verizon Florida LLC

By _____
Name/title _____
Date _____

By _____
Name/title _____
Date _____



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: nwestmor@pasco.k12.fl.us

February 18, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

RE: Verizon Business Network Service for Point-to-Point DS1 Services
Extension of Contract #2011-592460

The Office for Technology and Information Services currently has an agreement with Verizon Business Network Services (Verizon) for providing each school with telephone service, known as point-to-point DS1. DS1 lines transmit voice and data between District locations. On January 21, 2014, the Board approved a 60-day extension to the contract, which is set to expire on March 31, 2014.

Verizon has provided the District with an amendment to the original contract, Agreement #2011-592460, which will extend the service period of the agreement to June 30, 2014. At that time, the District will execute a new contract to cover service from July 1, 2014 through June 30, 2015. This contract will be brought to a future Board meeting. Please reference the attached memo from Mr. John Simon, Director of Information Services, and Mr. Chris Jackson, Supervisor of Information Services, for further details.

At this time, it is my recommendation to enter into this contract amendment covering the period of April 1, 2014 through June 30, 2014. The cost for this service period will be \$28,792.30, and will be paid out of utility funds.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

NW/plh

Attachments





DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

John W. Simon, Jr., Director
Office for Technology and Information Services
813/794-2416 352/524-2416
727/774-2416 Fax: 813/794-2172

Date: February 4, 2014

To: Nicole Westmoreland, MBA, Purchasing Agent

From: Chris Jackson, Supervisor of Information Services *CJ*
John Simon, Director of Information Services *JS*

Subject: Verizon Point-to-Point DS1

The Information Services department currently has point-to-point DS1 circuits to each school. These point-to-point circuits provide each school site with telephone service. This contract was recently extended 60 days to provide Verizon enough time to work out a new contract. We are recommending that the District sign a new agreement with Verizon for our point-to-point DS1 circuits from 4/1/2014 until 6/30/2014. At that point we will have a new contract in place to cover services for 7/1/2014 through 6/30/2015. There is a cost savings for taking advantage of this agreement. The cost to the District is \$84,000.00, for which Information Services will file for E-rate reimbursement for eligible sites. Funding will be provided using the existing utility budget procedure. There is not an adverse risk to the District since we are not planning to terminate early.

If you have any further questions, please call me at X42926.

District School Board
of Pasco County

FEB 18 2014

Board Approved

AMENDMENT NO. 2

Customer Name	District School Board of Pasco County ("Customer")	Main Billing Tel. No:	813-794-2000
and address:	7309 Land O Lakes Blvd., Land O Lakes, FL 34638	Agreement No.	2011-592460

THIS AMENDMENT No. 2 is to the Service Agreement No. 2011-592460, signed by District School Board of Pasco County ("Customer") and Verizon Florida LLC ("Verizon") on January 30, 2012, as amended (the "Agreement"). The parties agree that said Agreement shall be amended as follows:

WHEREAS, Customer wishes to extend the Service Period of the Agreement and make other modifications and corrections for accuracy as described herein;

WHEREAS, Verizon is willing to extend the Service Period and modify the Agreement as described herein.

The Parties agree to amend the Agreement as follows:

1. In Section 8 of Exhibit A to the Agreement entitled "Locations", the following locations are removed from the list of "Pasco County Locations" and the list of locations is hereby deleted and replaced with the revised list of locations attached hereto as Attachment 1 to Amendment No. 2 - Schedule A to Exhibit A (Rev. 2).

- Shady Hills Elementary School
- Quail Hollow Elementary School
- Wesley Chapel High School
- Watergrass Elementary School

2. Section 1 of Exhibit A to the Agreement entitled "Service and Rates", as amended in Amendment No. 1, is further amended so that the "Minimum Quantity of the DS 1 Access Lines" is changed from "142" to "134" and the DS 1 Variable IOF Mileage is changed from "907" to "873" so that the Section will now read as follows:

Customer agrees to purchase the following Service from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

Minimum Quantity	Service Item	Non-Recurring Charges	Monthly Unit Rate (Each)	Total Monthly Rate
134	DS1 Special Access Line	N/A	\$144.00	\$ 19,296.00
124	DS1 Transport per termination	N/A	\$ 22.00	\$ 2,728.00
879	DS1 Variable IOF Mileage	N/A	\$ 7.70	\$6,768.30
	TOTAL THIS ICB			\$28,792.30

(i) Nonrecurring charges are not applicable for initial Service installation. Applicable tariff nonrecurring charges will apply to any move or relocation of an existing Service or change to initial Customer configuration.

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District School Board
of Pasco County
FEB 18 2014 1
Board Approved

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AND APPROVED:
mmw 2/6/14

- (ii) Interoffice Mileage (IOF) applies when local customer serving office is different from the installed Private Line serving office.
- (iii) Additional charges may be required if suitable facilities are not available to provide Service at any locations. Special construction charges are not included in the above rates.
- (iv) Any mileage quantities identified above shall be deemed initial estimates only and billing for mileage charges will be based on actual mileage.
- (v) Each DS 1 will have Clear Channel Capability.

3. Section 3 of Exhibit A to the Agreement, entitled "Service Period," is hereby amended to extend the previously extended Service Period so that it will expire on June 30, 2014 ("Extended Service Period"). Customer shall have the option to renew this Agreement at the same rates, terms and conditions for one (1) additional one year period upon mutual written agreement of the parties. All references throughout the Agreement to "Service Period" shall apply to the "Extended Service Period."

4. The E-Rate Funding Related Terms and Conditions Service Attachment is included in the Agreement and attached to this Amendment as "Attachment 2".

5. In order for Service to continue at the current rates without interruption, this Amendment extending the term of the Agreement must be fully executed and effective no later than March 30, 2014. In order to do so, Customer must sign, date and return this Amendment on or before February 28, 2014. If this Amendment is not effective by the expiration date specified herein, the Service may be reverted to Verizon's then current tariff or guide rates as described in Section 7 (b) of Exhibit A to the Agreement entitled "Service Continuation".

All of the other terms and conditions of the Agreement will remain in full force and effect except as expressly amended above.

AGREED AND ACCEPTED:

District School Board of Pasco County (Customer)

By Alison Crumbley
 Name/title Alison Crumbley, Chairman
 Date 2/18/14

VERIZON BUSINESS NETWORK SERVICES INC. on behalf of Verizon Florida LLC

By _____
 Name/title _____
 Date _____

District School Board
 of Pasco County
 FEB 18 2014
 Board Approved

CONTRACT REVIEWED
 AND APPROVED:
mm 2/6/14

**Attachment 1 to Amendment No. 2
SCHEDULE A TO EXHIBIT A
(Rev. 2)**

PASCO COUNTY LOCATIONS 2011-592460			
A location for Pt to Pts	Z Location Name	Z LOCATION FOR PT TO PTS	Mileage
20430 Gator Lane, LAND O LAKES FL 34638	ANCLOTE ELEMENTARY	3610 MADISON,ST NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	Anclote High School	1540 Sweetbriar Drive, Holiday, FI 34691	19
20430 Gator Lane, LAND O LAKES FL 34638	BAYONET POINT MIDDLE	11125 LITTLE ROAD, NEW PORT RICHEY, FL 34654	16
20430 Gator Lane, LAND O LAKES FL 34638	CALUSA ELEM SCHOOL	7520 ORCHID LAKE RD, NEW PORT RICHEY,FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	CHARLES S. RUSHE MIDDLE	18654 MENTMORE BLVD LAND O LAKES FL 34638	7
20430 Gator Lane, LAND O LAKES FL 34638	CHASCO ELEMENTARY	7906 RIDGE RD, PORT RICHEY FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	CHASCO MIDDLE SCHOOL	7702 RIDGE RD PORT RICHEY FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	CHESTER W. TAYLOR ELEM	3638 MORRIS BRIDGE RD, ZEPHYRHILLS,FL 33543	18
20430 Gator Lane, LAND O LAKES FL 34638	CONNERTON ELEMENTARY	9300 Flourish Dr, Land O'Lakes, FL 34637	0
20430 Gator Lane, LAND O LAKES FL 34638	COTEE RIVER ELEMENTARY	7515 PLATHE RD NEW PORT RICHEY,FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	CYPRESS ELEMENTARY	10055 SWEET BAY CT NEW PORT RICHEY,FL 34654	16
20430 Gator Lane, LAND O LAKES FL 34638	DEER PARK ELEMENTARY	8636 TROUBLE CREEK RD, NEW PORT RICHEY,FL 34653	13
20430 Gator Lane, LAND O LAKES FL 34638	DENHAM OAKS ELEM	1422 OAK GROVE BLVD, LUTZ, FL 33559	7
20430 Gator Lane, LAND O LAKES FL 34638	DOUBLE BRANCH ELEMENTARY	31500 CHANCEY RD WESLEY CHAPEL FL 33543	18
20430 Gator Lane, LAND O LAKES FL 34638	DR. JOHN LONG MIDDLE	2025 Mansfield Blvd, Wesley Chapel, FL 33543	8
20430 Gator Lane, LAND O LAKES FL 34638	ENERGY and MARINE CTR	9130 OLD POST RD PORT RICHEY, FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	FIVAY HIGH SCHOOL	12115 Chicago Ave, Hudson, FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	FOX HOLLOW ELEM	8309 FOX HOLLOW DR, PORT RICHEY, FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	GULF HIGH SCHOOL	5355 SCHOOL ROAD, NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	GULF HIGHLANDS ELEM	8019 Gulf Highlands Drive, Port Richey FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	GULF MIDDLE	6419 LOUISIANA AVE, NEW PORT RICHEY, FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	GULF TRACE ELEMENTARY	3303 GULF TRACE BLVD HOLIDAY, FL 34691	19
20430 Gator Lane, LAND O LAKES FL 34638	GULFSIDE ELEMENTARY	2329 ANCLOTE BLVD, HOLIDAY,FL 34691	19
20430 Gator Lane, LAND O LAKES FL 34638	HUDSON ELEMENTARY	7229 HUDSON AV, HUDSON, FL 34667	16
20430 Gator Lane, LAND O LAKES FL 34638	HUDSON MIDDLE	14540 COBRA WAY, Hudson FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	LAKE MYRTLE ELEMENTARY	22844 WEEKS BLVD, LAND O LAKES, FL 34639	7
20430 Gator Lane, LAND O LAKES FL 34638	LAND O'LAKES HIGH	20325 GATOR LANE Land O Lakes FL 34638	0

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District School Board of Pasco County FEB 18 2014 Board Approved
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PASCO COUNTY LOCATIONS 2011-592460			
20430 Gator Lane, LAND O LAKES FL 34638	LONGLEAF ELEMENTARY	3253 TOWN AVE NEW PORT RICHEY FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	MAINTENANCE SERVICES	11835, TREE BREEZE, DR, NEW PORT RICHEY, FL 34654	10
20430 Gator Lane, LAND O LAKES FL 34638	MARCHMAN TECH EDUCATION CENTER	7825 CAMPUS DR, NEW PORT RICHEY, FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	JAMES M. MARLOWE ELEM	5642 CECELIA DR, NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	DR. Mary Giella Elementary	14710 Shady Hills Road, Spring Hill FL 34610	10
20430 Gator Lane, LAND O LAKES FL 34638	JAMES W. MITCHELL HIGH	2323 LITTLE RD NEW PORT RICHEY, FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	MITTYE P LOCKE ELEM	4339 EVANS AVE NEW PRT RCHY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	MOON LAKE ELEMENTARY	12019 TREE BREEZE DR NEW PORT RICHEY, FL 34654	10
20430 Gator Lane, LAND O LAKES FL 34638	NEW RIVER ELEMENTARY	4710 RIVER GLEN BLVD WESLEY CHAPEL FL 33545	18
20430 Gator Lane, LAND O LAKES FL 34638	NORTHWEST ELEMENTARY	14302 COBRA WAY, HUDSON FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	ODESSA ELEMENTARY	12810 Interlaken Road, New Port Richey, FL 34655	12
20430 Gator Lane, LAND O LAKES FL 34638	OAKSTEAD ELEMENTARY	19925 Lake Patience Rd. Land O Lakes FL 34638	7
20430 Gator Lane, LAND O LAKES FL 34638	Paul R. Smith Middle	1410 SWEETBRIAR DR HOLIDAY, FL 34691	19
20430 Gator Lane, LAND O LAKES FL 34638	PINE VIEW MIDDLE	5334 PARKWAY BLV LAND O LAKES, FL 34639	0
20430 Gator Lane, LAND O LAKES FL 34638	PINE VIEW ELEMENTARY	5333 PARKWAY BLVD LAND O LAKES FL 34639	0
20430 Gator Lane, LAND O LAKES FL 34638	RICHEY ELEMENTARY	6850 ADAMS ST NEW PORT RICHEY, FL 34652	22
20430 Gator Lane, LAND O LAKES FL 34638	RIDGEWOOD HIGH	7650 Orchid Lake Rd, NEW PORT RICHEY FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	RIVER RIDGE MIDDLE/HIGH	11646 TOWN CENTER RD, New Port Richey, FL 34654	10
20430 Gator Lane, LAND O LAKES FL 34638	SAND PINE ELEMENTARY	29040 COUNTY LINE RD, WESLEY CHAPEL, FL 33543	8
20430 Gator Lane, LAND O LAKES FL 34638	SCHRADER ELEMENTARY	11041 LITTLE RD, NEW PORT RICHEY, FL 34654	15
20430 Gator Lane, LAND O LAKES FL 34638	HARRY SCHWETTMAN EDUCATION CENTER	5520 GRAND BLVD, NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	SEVEN OAKS ELEMENTARY	27633 MYSTIC OAKS BLVD WESLEY CHAPEL FL 33543	8
20430 Gator Lane, LAND O LAKES FL 34638	SEVEN SPRINGS ELEMENTARY	8025 MITCHELL RANCH RD New Port RICHEY FI 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	SEVEN SPRINGS MIDDLE	2441 LITTLE RD, NEW PORT RICHEY, FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	RAYMOND B. STEWART MIDDLE	38505 10TH AV, ZEPHYRHILLS, FL 33542	18
20430 Gator Lane, LAND O LAKES FL 34638	SUNLAKE HIGH	3023 SUNLAKE BLVD LAND O LAKES FL 34638	7
20430 Gator Lane, LAND O LAKES FL 34638	SUNRAY ELEM SCHOOL	4815 SUNRAY DR HOLIDAY, FL 34690	19
20430 Gator Lane, LAND O LAKES FL 34638	THOMAS E. WEIGHTMAN MIDDLE SCHOOL	30649 WELLS RD, WESLEY CHAPEL, FL 33545	8
20430 Gator Lane, LAND O LAKES FL 34638	TRANSPORTATION WEST	6125 Pine Hill Rd, Port Richey FL 34668	16

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PASCO COUNTY LOCATIONS 2011-592460			
20430 Gator Lane, LAND O LAKES FL 34638	TRANSPORTATION ZEPHYRHILLS	37820 13TH AVE, ZEPHYRHILLS, FL 33542	18
20430 Gator Lane, LAND O LAKES FL 34638	TRANSPORTATION-CENTRAL	5346 PARKWAY BLVD LAND O LAKES FL 34639	0
20430 Gator Lane, LAND O LAKES FL 34638	TRANSPORTATION-NW	14500 Cobra Way Hudson, FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	TRINITY ELEMENTARY	2209 DUCK SLOUGH BLVD, NEW PORT RICHEY FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	TRINITY OAKS ELEMENTARY	1827 Trinity Oaks Blvd, NEW PORT RICHEY FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	Veterans Elementary School	26940 Progress Parkway , Wesley Chapel FL 33544	8
20430 Gator Lane, LAND O LAKES FL 34638	WESLEY CHAPEL ELEM	30243 WELLS RD, Wesley Chapel FL 33545	8
20430 Gator Lane, LAND O LAKES FL 34638	WEST ZEPHYRHILLS ELEM	37900 14TH AV, Zephyrhills FL 33542	18
20430 Gator Lane, LAND O LAKES FL 34638	WIREGRASS RANCH HIGH	2909 Mansfield Blvd Wesley Chapel, FL 33543	8
20430 Gator Lane, LAND O LAKES FL 34638	WOODLAND ELEMENTARY	38203 HENRY DR Zephyrhills FL 33542	18
20430 Gator Lane, LAND O LAKES FL 34638	ZEPHYRHILLS HIGH	6335 12TH ST ZEPHYRHILLS FL 33542	18
		Total Miles	879

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District School Board
of Pasco County
FEB 18 2014
Board Approved

CONTRACT REVIEWED
AND APPROVED:
NW 2/6/14

Schedule 2 – Amendment No. 2

E-Rate Funding Related Terms and Conditions

Service Attachment

1. General.

- 1.1 The terms and conditions of this service attachment apply with respect to any Services (which term includes equipment) for which Customer seeks E-Rate funding ("E-Rate Services") under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company or USAC ("E-Rate Program").
- 1.2 **Delayed Implementation.** Verizon will delay the start of any work or activities related to installation or provision of the E-rate Services upon Customer request, until such time as Customer notifies Verizon in writing of USAC's approval of E-rate funding, or Customer notifies Verizon to proceed to provide such E-rate Services (regardless of whether E-rate funding is or has been approved), in which case Customer shall be responsible for payment as set out in Section III.C below. However, if within twelve (12) months after this Agreement is signed by either party, Customer has neither notified Verizon that it has received such USAC approval of E-rate funding for E-rate Services nor notified Verizon to proceed to provide such E-rate Services, then Verizon reserves the right to terminate this Agreement with respect to such E-rate Services upon written notice to Customer.
- 1.3 **Term and Survival.** Notwithstanding any other provisions to the contrary set forth in the Verizon Business Service Agreement (the "Agreement") to which this is attached, the Initial Term and Effective Date for E-Rate Services will be as follows: Providing Customer has signed and delivered this Agreement to Verizon no later than May 1, 2013, the "Initial Term" for the E-Rate Services will be scheduled to begin on July 1, 2013, or as soon thereafter as such services are installed if not previously installed, and the pricing in this Agreement will be effective for such E-Rate Services on that date ("Effective Date"). If Verizon has not received the signed Agreement from Customer by May 1, 2013, the Initial Term for the E-Rate Services will be scheduled to commence on the 1st day of the 2nd billing cycle following Verizon's receipt of the signed Agreement from Customer, or as soon as such services are installed if not previously installed, but in no event earlier than July 1, 2013. The Initial Term shall end upon completion of the number of months specified as the Initial Term in the Agreement following the commencement of the Initial Term. Unless otherwise agreed, the Initial Term for new or additional E-Rate Services installed after the Initial Term begins will be co-terminus with the Initial Term applicable to the other E-Rate Services. At the end of the Initial Term, the Agreement for these Services may be subject to extension or continuation to the extent so provided in the provisions of the Agreement applicable to these Services. In the event the Services are provided to, and used by, Customer after the signature of this Agreement but prior to July 1, 2013, then Customer shall pay the rates set forth in this Agreement unless a prior written agreement is in effect and applicable to such pre-July 1 time period.
- 1.4 Customer and Verizon each represent and warrant that it has complied and will comply with all laws, rules and regulations applicable to the E-Rate Program.

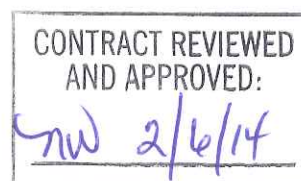
2. E-Rate Funding Method. Please designate the intended funding method by checking the appropriate box below:

- Billed Entity Applicant Reimbursement Form ("BEAR") – FCC Form 472
- Service Provider Invoice Form ("SPIF") – FCC Form 474

3. Customer Responsibilities.

- 3.1 Customer is solely responsible for applying for and securing any E-Rate funding, and for ensuring the accuracy and integrity of all data and information submitted in connection with such application. Verizon has no liability arising from any assistance it provides Customer in connection with such application and Customer shall hold Verizon harmless with respect to any such assistance or information provided to Customer.

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- 3.2 Verizon makes no representation or warranty whatsoever with respect to the eligibility of any particular Services for E-Rate funding, as such determination rests solely with the Schools and Libraries Division of USAC in its capacity as administrator of the E-Rate Program. Any reference in the Agreement to E-Rate eligibility or ineligibility is not determinative, but is for ease of reference only.
- 3.3 If for any reason Customer fails to qualify for or secure E-Rate funding or otherwise becomes ineligible for such funding in whole or in part, or if such funding is withdrawn or canceled in whole or in part, or if payment of any Verizon charges is denied by USAC in whole or in part, Customer is nevertheless obligated to pay one-hundred percent (100%) of the charges associated with the Services provided under this Agreement that are not paid to Verizon from E-Rate funding, including if applicable reimbursing to Verizon any funds which Verizon is obliged to return to USAC on account of Customer in connection with the Agreement.
- 3.4 Upon request, Customer will provide Verizon with copies of any E-rate-related materials (including all attachments) reasonably requested by Verizon, including without limitation: (i) Form 471 and Item 21 Attachments, (ii) Form 500, (iii) Service Substitution Request, and (iv) approved SLD FCC 486 Service Certification Form.

4. Payment.

4.1 **Standard Invoicing.** Except as provided below, Verizon will invoice Customer in full for all Services, including those for which Customer's E-rate funding request has been approved. Customer will pay all invoices as provided in the Agreement. With respect to Services for which E-Rate funding has been approved, Customer will file FCC Form 472 (Billed Entity Applicant Reimbursement Form or BEAR) and certify that it has paid for those Services in full. (Note that Verizon must receive an approved SLD Funding Commitment Decision Letter and approved SLD FCC Form 486 Service Certification Form before Verizon will sign Customer's FCC Form 472 (BEAR).) Within twenty (20) business days after receipt of payment from USAC, Verizon will remit the approved discounted portion to Customer.

4.2 **Alternative Invoicing.**

4.2.1 For some services (which Verizon will identify for Customer on request), Customer may request that Verizon invoice Customer only for the so-called non-discounted charges (i.e., the charges that are not to be paid or reimbursed via E-Rate funding).

4.2.2 Any such request will apply to all E-Rate Services that are eligible for such invoicing until Customer notifies Verizon that it does not want to continue that invoicing treatment with respect to a subsequent funding year. Once made, this invoicing election may not be changed for the current year.

4.2.3 To qualify for such invoicing, Customer must send notice to Verizon under this Agreement, together with an approved SLD Funding Commitment Decision Letter and approved SLD FCC Form 486 Service Certification Form.

4.2.4 Customer understands that Verizon will file FCC Form 474 (Service Provider Invoice Form or SPIF) to obtain payment from USAC of the so-called discounted charges, and upon request, Customer will provide any appropriate documentation or information to Verizon or USAC in support of Verizon's request(s) for payment.

4.3 If, following the end of the funding year, Verizon determines that it has received payment for a Service from both USAC and Customer, Verizon will correct any such duplication, either through credits or refunds to Customer or USAC, as it determines to be appropriate.

