

CLEVELAND PUBLIC LIBRARY

Finance Committee
January 22, 2009

RESOLUTION FOR AGREEMENT FOR TELECOMMUNICATION SERVICES

WHEREAS, Cleveland Public Library is eligible to participate in the Schools and Libraries Universal Service Discount Program which provides reimbursement for selected telecommunication costs; and

WHEREAS, Cleveland Public Library filed FCC Form 470: Description of Telecommunication Services Requested as required for participation in the discount program; and

WHEREAS, The following vendor presented a proposal for needed services:

<u>Vendor</u>	<u>Item</u>	<u>Term</u>	<u>Est. Annual Cost</u>
AT&T	ISDN Primes	36 Months Commencing July 1, 2009	\$ 42,232.80
	Trunk lines for voice communications thru the AT&T Central Office		

BE IT RESOLVED, That the Board of Library Trustees authorizes the Director or his designee to execute agreements for telecommunication services and to pursue all possible discounts available through the School and Libraries Universal Service Discount Program with the expenditure of \$42,232.80 being charged to General Fund Account: 13010053-53210.

152 T1ZFCLEVOH62DCO CLEWOHOWJOO 5 primes

Pricing for the flat rate prime will remain the same at \$695 per prime, per month.

ISDN PRIME pricing - Unlimited 36

Port, Switch 5ESS / ZPAZD/ZPQZD	-	5	\$	1,440.00
Unlimited Local Calling on PRI / UTW	-	5	\$	1,475.00
DID - each individual number / NHN	-	296	\$	44.40
LDC Transport - Zone 1 (for PRI) / TZ4X1	-	5	\$	560.00
Total			\$	3,519.40 Per month

ISDN PRIME pricing - Unlimited 60

Port, Switch 5ESS / ZPAZD/ZPQZD	-	5	\$	1,440.00
Unlimited Local Calling on PRI / UTW	-	5	\$	1,475.00
DID - each individual number / NHN	-	296	\$	44.40
LDC Transport - Zone 1 (for PRI) / TZ4X1	-	5	\$	560.00
Total			\$	3,519.40 Per month

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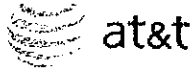
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AT&T ILEC ISDN Prime (PRI) with DS1 Service ("Service")

Service Agreement Provided Pursuant to Custom Terms

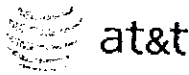
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Customer ("Customer")	AT&T ("AT&T")
CLEVELAND PUBLIC LIBRARY 325 SUPERIOR AVE CLEVELAND OHIO 44114 USA	For purposes of this Service Agreement, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Larry Finnigan Title: Director of IT Telephone: 216-623-2811 Fax: E-mail: larry.finnegan@cpl.org <u>Address, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: ANDREA PHILLIPS Title: Street Address: 208 PORTAGE TRAIL 3RD FLOOR City: CUYAHOGA FALLS State: OH Zip Code: 44221 Telephone: 3304056970 Fax: 3304055027 Email: ap1825@sbc.com <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase AT&T ILEC ISDN Prime with DS1 Service in the quantities and according to the prices and terms and conditions set forth in this Service Agreement ("Agreement") and in the applicable Tariffs and/or Guidebooks. In states where the state commission no longer requires a tariff for this Service, Customer agrees to purchase the Service in the quantities and according to the prices and terms and conditions of this Agreement and AT&T's Business Service Agreement (BSA). If there is a conflict between this document and the Tariff, Guidebook or BSA, this document will take priority. The Parties acknowledge and agree that this Agreement represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Agreement will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Agreement" refer to this Agreement and any attachment attached hereto, and incorporated by reference herein.

This Agreement is effective on the date this Agreement is last signed, unless a later date is required by law or regulation, ("Effective Date") and shall remain in full force and effect for the Term of the Agreement as identified below.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name: GABRIELA RATULOWSKI
Title:	Title: Contract Management
Date:	Date: 1-7-2009



AT&T ILEC ISDN Prime (PRI) with DS1 Service ("Service")
Service Agreement Provided Pursuant to Custom Terms

This Agreement is for (Select one of the first four check boxes):

- New Install** (Check this if no current ISDN PRI Service exists at this location, or if adding ISDN PRI(s) with its own contract term.)
- Conversion from Month-to-Month**
- Upgrade from Measured ISDN PRI to Unlimited ISDN PRI**

Renewal/Additional Service - This Agreement supersedes and replaces existing contract which expires approximately [Enter date existing contract for these services expires] without any liability for early termination charges for the following reason: (For Renewal/Additional Service, also check one of the boxes below.)

- Current contract expires within 60 days after execution of this Agreement, and term for existing Service is being extended for the Term of this Agreement.
- Customer requests additional ISDN PRI Unlimited Local and DS1 Service within the same state as the Service Provider checked below, and the term for the existing service is being converted to be coterminous with the Term of this Agreement and the following criteria are met: (i) the term remaining for existing service is equal to or less than the Term of this Agreement, (ii) the quantity of Service in this Agreement will be greater than the existing contract, and (iii) the Service Element rates in this Agreement are equal to or more than the rates of the existing Services.

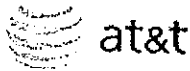
Service Provider and Tariff or Guidebook: (Check only one.) To purchase services from more than one Provider/State, complete additional order form(s):

<input type="checkbox"/> Illinois Bell Telephone Company d/b/a AT&T Illinois – Tariff No. 19, Part 15 and Part 17
<input type="checkbox"/> Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana – AT&T Indiana Guidebook
<input type="checkbox"/> Michigan Bell Telephone Company d/b/a AT&T Michigan – Retail Catalog/Guidebook, Part 15 and Part 17
<input checked="" type="checkbox"/> The Ohio Bell Telephone Company d/b/a AT&T Ohio – AT&T Ohio Guidebook, Part 15 and Part 17
<input type="checkbox"/> Wisconsin Bell, Inc. d/b/a AT&T Wisconsin - Tariff No. 20, Part 15 and Part 17

Order information:

- I. **Services:** ISDN Prime ("ISDN PRI") Service and 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") (individually and collectively referred to as "Service").
- II. **Service Term ("Term" or "Minimum Payment Period"):** 36 months
- III. **Existing Circuit ID, if applicable:** 108 T1ZF CLEVOH62DCO CLEWOHOWH00 BTN 216 R01-8556
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110 T1ZF CLEVOH62DCO CLEWOHOWH00 BTN 216 R01-8556
112 T1ZF CLEVOH62DCO CLEWOHOWH00 BTN 216 R01-8556
112 T1ZF CLEVOH62DCO CLEWOHOWH00 BTN 216 R01-8335
- IV. **Requested Installation Date:**
- V. **Host/Remote or Service Number Portability or FX?** Yes# No
#If Yes, Central Office CLLI Serving the Circuit Location Address: CLEVOH6262F
*If Yes is checked, then DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) as listed in Section VII.A and C below must apply.
- VI. **Service Location Addresses and Quantity:** AT&T shall furnish and Customer shall subscribe to and pay for ISDN PRI with DS1 Service(s) provided to Customer at the following Customer location(s) within the state of Ohio:

Quantity of Circuits per Customer location (each Circuit includes ISDN PRI, Unlimited Local Usage and DS1 Local Distribution Channel(s))	Customer Service Location Street Address*	City*
5	325 Superior ave	Cleveland
0	[Not applicable]	[Not applicable]



AT&T ILEC ISDN Prime (PRI) with DS1 Service ("Service")
 Service Agreement Provided Pursuant to Custom Terms

Quantity of Circuits per Customer location (each Circuit includes ISDN PRI, Unlimited Local Usage and DS1 Local Distribution Channel(s))	Customer Service Location Street Address*	City*
0	[Not applicable]	[Not applicable]
0	[Not applicable]	[Not applicable]
0	[Not applicable]	[Not applicable]

(If additional locations are included, please list on a separate page.)

VII. **Service Elements and Charges:** AT&T shall provide ISDN PRI Service and DS1 Service at the Customer location(s) listed above (or on an attachment) at the rates and quantities designated below. Optional features available on month-to-month rates are not included under this Agreement (Section VII.B. below), except Calling Name ID (in Section VII.A. below) which may be purchased under this Agreement or on month-to-month Tariff or Guidebook rates. In the event that any extended or total amounts conflict with any per-unit rates in the table below, the per-unit rates shall control.

A. Monthly Charges – ISDN PRI and DS1 Service

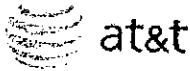
Service Element	USOC	Total Quantity	Unit Monthly Charge	Extended Monthly Charge
ISDN PRI	ZPQZD	5	\$288.00	\$1,440.00
- Unlimited Local Usage (Switch Utilization)	UTW	5	\$295.00	\$1,475.00
- Calling Name ID	Not Applicable	0	\$10.00	\$0.00
DS1 Local Distribution Channels (LDCs)	TZ4X1 - IN, MI, OH, WI	5	\$112.00	\$560.00
DS1 Channel Mileage Terminations, (2 per LDC), if applicable	[Select One]	0	\$34.00	\$0.00
DS1 Channel Mileage (per mile), if applicable	[Select One]	0	[Select One]	\$0.00
Total Monthly Charge .				\$3,475.00

B. Monthly Charges – Optional Features - Optional features available on month-to-month rates.

Service Element	USOC	Total Quantity	Unit Monthly Charge	Extended Monthly Charge
Back Up D Channel	Not Applicable	0	\$0.00	\$0.00
Call By Call for FX	Not Applicable	0	\$0.00	\$0.00
Call By Call for Tie Lines	Not Applicable	0	\$0.00	\$0.00
Network Ring Again	[Select One]	0	\$0.00	\$0.00
Network Name Display	[Select One]	0	\$0.00	\$0.00
Total Monthly Charge				\$0.00

C. Non-recurring Charges

Service Element	USOC	Total Quantity	Unit Non-Recurring Charge	Extended Non-recurring Charge
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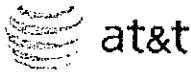
AT&T ILEC ISDN Prime (PRI) with DS1 Service ("Service")
 Service Agreement Provided Pursuant to Custom Terms

Service Element	USOC	Total Quantity	Unit Non-Recurring Charge	Extended Non-recurring Charge
ISDN PRI	ZPQZD	5	\$0.00	\$0.00
- Unlimited Local Usage (Switch Utilization)	UTW	5	\$0.00	\$0.00
- Calling Name ID	Not Applicable	0	\$0.00	\$0.00
DS1 Local Distribution Channels (LDCs)	TZ4X1 - IN, MI, OH, WI	5	\$0.00	\$0.00
DS1 Channel Mileage Terminations	[Select One]	0	\$0.00	\$0.00
DS1 Channel Mileage (per mile)	[Select One]	0	N/A	\$0.00
Optional Month-to-Month Features below				
ISDN PRI - Back Up D Channel	Not Applicable	0	\$0.00	\$0.00
ISDN PRI - Call By Call for FX	Not Applicable	0	\$0.00	\$0.00
ISDN PRI - Call By Call for Tie Lines	Not Applicable	0	\$0.00	\$0.00
ISDN PRI - Network Ring Again	[Select One]	0	[Select One]	\$0.00
ISDN PRI - Network Name Display	[Select One]	0	[Select One]	\$0.00
Total Non-recurring Charge				\$0.00

*If Yes is checked in Section V above, then DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) as listed in this Section VII A and C must apply.

VIII. Terms and Conditions: The Terms and Conditions for Service are attached hereto and incorporated herein by this reference.

<i>This section for internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	216-r01-8556,216r018335
Program Code:	PRIULICB



TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Agreement.

1. Definitions

"**Term Start Date**" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Agreement.

"**Service Component**" means an individual component of a Service provided under this Agreement.

Tariffs, Guidebooks and AT&T Business Service Agreement (BSA). "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "AT&T Business Service Agreement" and "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. In some states, the "AT&T Guidebook" and "AT&T Business Service Agreement" constitutes the "Guidebook" applicable to the Service(s) and the AT&T Business Service Agreement and AT&T Guidebook shall be treated as a "Guidebook" for purposes of this Agreement. Tariffs, Guidebooks and the BSA can be found at www.att.com/servicepublications.

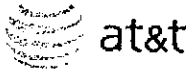
2. Description of Service. The Services described below are provided solely by the AT&T entity identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook, or BSA.

A. **ISDN Prime (PRI) ("Service").**

1. AT&T shall provide Service to Customer between the local AT&T Serving Central Office and each circuit location address within AT&T's in-region territory designated in this Agreement. The circuit location must be at a valid customer premises address. A customer premises address may not be a location at a Carrier Hotel or a Co-location cage within an AT&T Central Office. ISDN PRI Service provides a multi-purpose high speed, multiplexed digital interface based on International Telecommunication Union (ITU) ISDN standards. Service uses Primary Rate Interface (PRI) technology. Service is provided where facilities are available from Customer's premises to AT&T's circuit-switched voice and circuit-switched data services via 1.544 Megabits per second (Mbps) central office (CO) termination. The CO termination connects by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The "D" channel performs out-of-band signaling and controls the "B" channels. The transmission characteristics of this Service support 64Kbps clear channel capability and Extended Superframe Format (ESF).
2. **Calling Name ID ("Service"):** (Optional) Allows the name of the calling party to be delivered to the called party.
3. If Customer obtains the Service utilizing the Service Portability option, Customer's telephone number is ported to an ISDN capable switch designated by AT&T in order to provide the Service without a telephone number change. Special Assembly/Special Authority charges will be applicable to subsequent porting of the number back to Customer's serving central office.
4. **Use of Service.** Customer agrees that the Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the Service. Customer agrees to compensate AT&T for any switched access charges that AT&T is obligated to pay, or entitled to collect, as a result of Customer's use of the Services, and Customer further agrees that this obligation to compensate AT&T shall not be capped or limited. *As used herein the term Switched Access, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network.*

B. **1.544 MBPS High Capacity Digital Service Channels ("DS1 Service" or "Service")** at location(s) designated on page 1 and attachments, if applicable.

3. **Term.** For the Service(s) offered under this Agreement, the Term Start Date for all Services shall begin on the later of (1) if this Agreement is only for "New Install" as checked above, on the date when the first Service at the first Customer Site is installed and available for use by Customer pursuant to this Agreement, or (2) if this Agreement is for "Conversion from Month-to-Month", "Upgrade from Measured ISDN PRI to Unlimited ISDN PRI" or "Renewal/Additional Service" as checked above, the last date on which this Agreement is signed by a party as indicated in the signature block above, or (3) the date of approval of this Agreement by an appropriate regulatory body, if regulatory approval is required for this Agreement for the Service(s), and will continue for the Term as selected by Customer above. No rates or discounts shall be applied prior to the



Term Start Date. Upon the expiration of the Term, no rates or discounts provided under this Agreement will apply to such Service. For any Service provided under this Agreement, upon expiration of the Term, Customer will have the option to either (a) notify AT&T as per contract notice information on page 1 of this Agreement of Customer's desire to terminate the Service or (b) continue using the Service on a month-to-month basis until the Service is terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of this Agreement, the prices for the Service provided under this Agreement will automatically be the then-current month-to-month rates set forth in the applicable Tariff or Guidebook. After expiration of the Term of this Agreement, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

This Agreement will expire when Service(s) or Service Component(s) are no longer provided under this Agreement.

4. Pricing. The rates and charges stated in this Agreement are stabilized until the end of the Term of this Agreement, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. Except as otherwise provided herein, no other discount, promotion, credit or waiver set forth in a Tariff, Guidebook or BSA will apply. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

5. Billing and Payments. Customer will pay AT&T the Monthly Charges and Non-recurring Charges set forth herein. Customer's obligation to pay for all Services will begin upon the Term Start Date. AT&T will invoice Customer for the Services on a monthly basis. AT&T may require Customer to tender a deposit if AT&T determines, in its reasonable judgment, that Customer is not creditworthy.

Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges will be quoted and must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees as specified in the applicable Tariff or Guidebook, at the rate specified therein.

6. Termination for Convenience. The following termination provisions are only applicable to Services provided pursuant to this Agreement.

6.1. If Customer cancels this Agreement prior to the Term Start Date, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination.

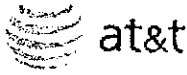
6.2. If Customer terminates Service(s) before expiration of the Term, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Cutover Date but before the scheduled completion of the Term, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service(s) as set forth in this Agreement, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities.

7. Tariff and Regulations.

This Agreement may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Agreement will be deemed to be a separate agreement with respect to the Service offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Service pursuant to the terms and conditions in the applicable Tariff, Guidebook or BSA. This Agreement may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Service not received. These charges shall become due and immediately payable upon termination.

8. Service Upgrade. Customer may upgrade the DS1 Service to a higher speed service provided by the same AT&T Service Provider as designated above (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and is installed between the same locations as the applicable DS1 Service. Non-recurring charges will apply to the Upgraded Service.



AT&T ILEC ISDN Prime (PRI) with DS1 Service ("Service")
Service Agreement Provided Pursuant to Custom Terms

9. **Publicity and Trademarks.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.
10. **Governing Law.** This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the domestic laws of the State in which the Services are provided.
11. **Severability.** If any portion of this Agreement is found to be invalid or unenforceable, or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.
12. **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.
13. **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the first page of this Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.
14. **Confidentiality.** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.
15. **Ohio Terms and Conditions.**
- To the extent this Agreement relates to regulated Services provided in Ohio:
- 15.1 Inclusion of termination liability in this Agreement does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.
- 15.2 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by AT&T should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- 15.3 In Ohio, Customer is not precluded from disclosing the terms and conditions of this or any Ohio agreement to another entity.
16. **Entire Agreement.** This Agreement and the applicable Tariff(s) or Guidebook(s) constitute the entire agreement between the parties with respect to the Services provided under this Agreement, and supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

End of Document

Customer Section

Customer Name **CLEVELAND PUBLIC LIBRARY**
 Customer Address **325 Superior Ave** City **Cleveland** State **OH**
 Opportunity Type **New** Retention Winback Renewal (Existing CN) Existing PRI BTN
 Quantity of ISDN PRI Circuits requested **5** Serving Central Office CLLI **CLEVOH6262F** NPA NXX **216-623**
 DS1 Needed? YES, Qualifies for DS1 Metro Blitz? YES NO* FX or Host/Remote? YES (Note: DS1 Mileage Chrgs apply) NO

Competitive Information Section

NOTE: IF USING \$460 AS SAVE OFFER, MUST ATTACH COMPETITIVE QUOTE OR CUSTOMER LETTER/EMAIL

Competitor Name: **xo** Competitor Type: **Reseller**
 Cust. Contact (who indicated competitive threat) **Larry Finnigan** Title **Director Of IT** Phone **330-623-2811**
 Competitor Quoted Rates: Attach supporting documentation - Actual quote or evidence of competitive rates in specific area. **REQUIRED.** PRI Rate **\$ 700** Contract Term **36** Installation **\$ 0**
 DS1 Rate **\$ incl** Contract Term Installation **\$**

Pricing Approval Section - May combine one (1) PRI Program & one (1) DS1 Program per customer order.
NOTICE: May NOT combine programs with ISDN PRI Unlimited Local ICB Lite as both PRI & DS1 already included.

ISDN PRI Program Name	Program Code	Click One	Sales Authorizing Signature
SDA 3277, 3279	[Select One]	<input type="checkbox"/>	Sales RVP (3 rd /4 th Level)
Primary Rate ISDN Fire Sale (IL, MI, OH, WI)	[Select One]	<input type="checkbox"/>	Sales RVP (3 rd /4 th Level)
Primary Rate ISDN Fire Sale IN	[Select One]	<input type="checkbox"/>	Sales RVP (3 rd /4 th Level)
Indiana Program 1, Program 2	[Select One]	<input type="checkbox"/>	Sales RVP (3 rd /4 th Level)
ISDN PRI Winback SDA	PRIWB	<input type="checkbox"/>	Sales RVP (3 rd /4 th Level)

DS1 Program Name	Program Code	Click One	Authorizing Signature	Additional Signature
SDA 4444, 4445 (PRI Host/Remote)	[Select One]	<input type="checkbox"/>	Sales RVP (3 rd /4 th Level)	None
Metro Blitz	MB36	<input checked="" type="checkbox"/>	Sales RVP (3 rd /4 th Level)	None
Metro Blitz - Winback	[Select One]	<input type="checkbox"/>	Sales RVP (3 rd /4 th Level)	None
Metro Blitz - Lite (Loop length <25K feet)	[Select One]	<input type="checkbox"/>	Sales RVP (3 rd /4 th Level)	None

ISDN PRI UNLIMITED LOCAL (f.k.a. ICB Lite) - Includes BOTH the PRI & DS1. Same rules for DS1 Metro Blitz & MB Lite apply.

Program Code = **PRIULICB**
 Offer Level (PRI+DS1 w/o DS1 Mfg) **\$695**
 Form Prepared By:
 Name **ANDREA PHILLIPS** Title **Account manager**
 ATTUID **A543144** Phone # **3304056970** Date
 Sales RVP Name **Ron Hoots** Title **RVP**
 Sales RVP Signature* *Ron Hoots* Phone # **216-263-6550** Date **1-5-09**
 (3rd/4th level)

*** DS1 Metro Blitz Lite Validation and Approval Section - For locations that do not qualify for Metro Blitz**
 My signature below acknowledges I have reviewed documentation from the account team that validates the DS1 loop length is <25,000 feet from the serving Central Office to the Customer's premises.

Technical Sales Manager Name ATTUID Date
 Signature*
 Electronic Signature Here:

**ATTACHMENT TO ISDN PRIME ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING**

This Attachment ("Attachment"), entered into by ("AT&T") and Cleveland Pubic Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

*This agreement is for use by the authorized employees of the parties hereto only
and is not for general distribution within or outside the companies.*

Customer Must Choose A or B**A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]**

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about (insert date). Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service.

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E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.


Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date or Original Attachment>

SO AGREED by the Parties' respective authorized signatories:

Cleveland Public Library	(“AT&T”) 
Customer Signature:	AT&T Signature:
Print Name:	Print Name: GABRIELA RATULOWSKI
Title:	Title: Contract Management
Date:	Date: 1-7-2009

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Pre-signature Authorization Form

Required documentation for **Contract Management** when submitting contracts for customers requiring SBC Pre-signature.

Provide Legitimate Business Reason:

Cleveland Public Library Requires Pre-signature of contracts for erate.

Sales Director Approval Signature:

Ron Hoots 1-5-09

Printed Name:

_____ Ron Hoots _____

Note: Contract must be returned to CM within 3 days of customer signatures to meet strict regulatory filing deadlines