

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX
372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

AGENDA ADDITIONS

March 15, 2018

5:30 P.M.

Ben Scott, County Manager:

- (1) Windstream Agreement for Internet Service at Fort White Branch Library**

MEMORANDUM

DATE: March 13, 2018

TO: Scott Ward, Assistant County Manager

FR: Katrina Evans, Library Director

RE: Windstream Agreement for Internet Service at Fort White Branch Library

Attached is a proposal for Internet service at the Fort White Branch Library and an addendum specific to the e-rate situation. Both require approval and signatures. If e-rate funding is requested and approved, it would provide a 90% discount on this service, beginning in July 2018. I have spoken with Todd Manning about this bid, and he has indicated that the service would be an improvement over our existing Internet service at the Fort White Branch Library. The deadline for the new e-rate is March 22.



**USAC ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS
FOR E-RATE PROGRAM APPLICANTS**

This Addendum is entered between Windstream (“WIN”) and _____ (“Customer”), and amends the Windstream Service Terms and Conditions (“Agreement”) entered between WIN and Customer (“Parties”).

Because the Customer is a USAC E-Rate Program applicant, the Agreement is amended as follows:

1. Please indicate Customer’s Billed Entity Number (“BEN”):

BEN: _____

2. A new section, **Installation Before Funding Decision**, is added to the Agreement:

WIN recognizes that Customer’s ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for WIN to proceed with installation of Services, or construction if applicable, prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, WIN will not start installation or construction until after Customer and WIN receive a funding decision. Customer understands and agrees that if it chooses to have WIN proceed with installation or construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in the **Effect of Termination** section of the Agreement in the event it terminates this Agreement.

Customer requests that WIN proceed with installation or construction prior to receipt of a funding decision.

___ **YES** ___ **NO**

3. A new section, **USAC Funding Denial**, is added to the Agreement:

In the event USAC funding is denied after first having been approved, and WIN has then installed the Services, Customer shall be obligated to pay 100% of the charges for the Services; however, if such funding is denied wholly and directly due to WIN’s actions or inactions, Customer may continue to pay the discounted rate for the remainder of the applicable funding year. Prior to the end of that funding year, the Parties will renegotiate pricing and Customer will have the option to either continue under the Agreement with the renegotiated pricing or re-bid the Services and re-apply for funding with USAC. WIN reserves the right to terminate for non-payment in accordance with Section 10 of the Agreement if Customer fails to pay the full amount owed for the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

WIN and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Handwritten modifications to this Addendum are not binding on either WIN or Customer.

Customer

By: _____

Name:

Title:

Date:

Windstream

By: _____

Name:

Title:

Date:



PROPOSAL

Customer Name			
Customer Name	FT WHITE LIBRARY, #308179	Proposal / Quote ID	1557790
Install Street Address	17700 SW STATE ROAD 47	City, State, Zip	FORT WHITE, FL, 32038-3693
Opportunity ID	1665885	Service Order Type	Upsell
Contract Term	36	Effective Date	03/05/2018

Bundled Services	Total Qty	Price/Unit	Total Price
Ethernet Internet Bundle			
Internet Port	10.0 Mbps	--	Included
ETHERNET INTERNET BANDWDTH-10M	1	--	Included
Managed Router - Advanced	--	--	Included
Managed Router Equipment	--	--	Included
Total Services			\$603.65

	Included	Total Qty	Price/Unit	Total Price
Internet				
Kit 1	--	1	\$0.00	\$0.00
LAN 1GB - Copper Ethernet	--	1	\$0.00	\$0.00
ADDITIONAL 4 IP ADDRESSES	--	1	\$0.00	\$0.00
Total Features				\$0.00

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Ethernet	--	1	\$0.00	\$0.00
Internet				
Internet Port	--	1	\$0.00	\$0.00
Managed Router Service	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

Total Solution	Total Price
Total Monthly Recurring Charges	\$603.65
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This offer is voidable by Windstream if not signed and returned to Windstream by 19th day of April, 2018 .