



Description of Services Ordered and Certification Form 471

FCC Form 471

Application Information

Nickname QPL Form 471 - Contract 2
Funding Year 2017

Application Number 171042689
Category of Service Category 1

Billed Entity

QUITMAN PUBLIC LIBRARY
 202 E GOODE ST QUITMAN TX 75783 - 2533
 903-763-4191
 quitmanlibrarian@gmail.com

Contact Information

Delene Allen
 903-763-4191
 quitmanlibrarian@gmail.com

Billed Entity Number 140740
FCC Registration Number 0002347771
Applicant Type Library

Entity InformationLibrary Entity - Details

BEN	Name	FSCS Code	Locale Code	Urban/Rural	Total Square Footage	School District Name	School District BEN	Library Attributes
140740	QUITMAN PUBLIC LIBRARY		43	Rural	7000	QUITMAN INDEP SCHOOL DISTRICT	140741	Public Library; Main Branch

Related Entity InformationDiscount Rate

Associated School District Full-time Enrollment	Associated School District NSLP Count	Associated School District NSLP Percentage	Library Urban/Rural Status	Category One Discount Rate	Category Two Discount Rate	Voice Discount Rate
1101	582	53.0%	Rural	80%	80%	20%

[Funding Request for FRN #1799096649](#)

Funding Request Nickname: FRN - contract 2

Service Type: Data Transmission and/or Internet Access

Agreement Information - Contract

Contract Number

Account Number

58876

User-entered Establishing FCC Form 470# 435850001234039

Service Provider

Peoples Communication, Inc.
(SPN: 143001132)

Was an FCC Form 470 posted for the product and/or services you are requesting? Yes

Based on State Master Contract?

No

Award Date July 01, 2014

Based on a multiple award schedule?

No

How many bids were received for this contract? 2

Includes Voluntary Extensions? No

What is the service start date? July 01, 2017

Remaining Voluntary Extensions

Total Remaining Contract Length

What is the date your contract expires for the current term of the contract? July 01, 2017

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

Narrative Requesting data transmission and/or Internet access service that includes a connection from this site directly to the Internet Service Provider

Line Item # 1799096649.001

Product and Service Details

Purpose Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

Function Fiber

Type of Connection Ethernet

Bandwidth Speed

Upload Speed 25.0 Mbps **Download Speed** 25.0 Mbps

Connection Information

Does this include firewall services? No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?** No

Is this a direct connection to a single school, library or a NIF for Internet access? Yes

Cost Calculation for FRN Line Item # 1799096649.001

Monthly Cost	
Monthly Recurring Unit Cost	\$425.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$425.00
Monthly Quantity	x 12
Total Monthly Eligible Recurring Costs	= \$5,100.00
Months of Service	x 1
Total Eligible Recurring Costs	= \$5,100.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$5,100.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discout Extended Eligible Line Item Cost	= \$5,100.00

Recipients of Services

BEN	Name
140740	QUITMAN PUBLIC LIBRARY

FRN Calculation for FRN #1799096649

Monthly Charges	
Total Monthly Recurring Charges	\$5,100.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$5,100.00
Total Number of Months of Service	x 1
Total Eligible Pre-Discount Recurring Charges	= \$5,100.00

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$5,100.00
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$5,100.00
Discount Rate	80%
Funding Commitment Request	= \$4,080.00

Connectivity Questions

Per Entity Basis Questions

Entity Name	QUITMAN PUBLIC LIBRARY	Entity Number	140740
What is the total bandwidth speed from this location (including non E-rate supported services)?			
Download Speed	10.00	Download Speed Units	Mbps
Upload Speed	10.00	Upload Speed Units	Mbps
What is the predominant connection type coming to this location?	Fiber	How sufficient is the quality of the Wi-Fi at this location?	Completely
What are your biggest barriers to having a robust internal network in your classrooms at this location?	Physical structure or layout of building(s) If Other, please specify		

Certifications

I certify that the entities listed in this application are eligible for support because they are libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$5,100.00
Total funding commitment request amount on this FCC Form 471	\$4,080.00
Total applicant non-discount share of the eligible amount	\$1,020.00
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$1,020.00
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Title:	Civic Services Director	Name:	Delene Allen
Phone:	903-763-4191	Email:	quitmanlibrarian@gmail.com
Address:	202 E GOODE ST QUITMAN TX 75783	Employer:	Delene Allen

Certified Timestamp 10-May-2017 15:25:14 EDT



Attachment B

007288 A0448

Page 1

PEOPLES
102 N STEPHENS ST
QUITMAN TX 75783



Visit us on the web
peoplescom.net

For All Billing Inquiries, call 1-800-333-9779

Account Number: 0005887602
Account Name: QUITMAN PUBLIC LIBRARY
Bill Date: March 01, 2018
Due Date: MARCH 16, 2018

Account Summary

Last Month

Balance from last statement	85.00
Unpaid Balance Forward	\$85.00

Pay this amount by 02/28/2018 to avoid service interruption

This Month

Internet Charges	85.00
Subtotal Current Charges	\$85.00

Unpaid Balance Forward	85.00
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Total Amount Due	\$170.00
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QUITMAN PUB LIBRARY

CODE 0150-6165

DATE MAR 14 2018

D

0448 - FIBER

*** DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT ***



PEOPLES
PO BOX 1676
QUITMAN TX 75783

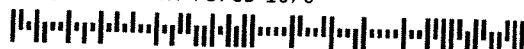
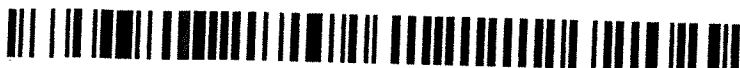
AP4UE63 25 007288 5D-1

QUITMAN PUBLIC LIBRARY
PO BOX 1677
QUITMAN TX 75783-1677

☐ FOR CHANGE OF ADDRESS OR CREDIT CARD PAYMENT:
Please check here and complete form on reverse. Thank you.

Account Number: 0005887602
Bill Date: March 01, 2018
Due Date: MARCH 16, 2018
Internet: QUITMANPUB

Remit To:
PEOPLES
PO BOX 1676
QUITMAN TX 75783-1676



04480005887602000000170008

Balance Due Includes Past
Due Amount - Please Remit: \$170.00

Amount
Enclosed: \$





For All Billing Inquiries, call 1-800-333-9779
Account Number: 0005887602
Account Name: QUITMAN PUBLIC LIBRARY
Due Date: MARCH 16, 2018
Visit our website at peoplescom.net

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007288 A0448

If you believe that the local service exchange provider or interexchange carrier named on this bill is not the one you chose, or if you believe this bill includes any unauthorized charges, you may contact: Public Utility Commission of Texas PO Box 13326 Austin, TX 78711-3326 (512)936-7120 Include your complaint and copies of the phone bills you believe show that your carrier was changed. Hearing and speech impaired individuals with text phones (TTY) may contact the Commission at (512)936-7136.

Current Internet Service

Internet ID QUITMANPUB
QUITMAN PUBLIC LIBRARY

Monthly Charges

Service	Qty	Amount	Total
Charges for 03/01/18-03/31/18 - 1 MONTH			
ETHERNET SVCS - ANCHOR INSTITUTION	1	425.00	425.00
ETHERNET ERATE DISCOUNT	1	340.00CR	340.00CR

Subtotal Monthly Charges **\$85.00**

The Internet charges shown above are being billed on behalf of PEOPLES 1-800-333-9779

PCI QUOTE # 0000001

MASTER SERVICE AGREEMENT



This MASTER SERVICE AGREEMENT (the "AGREEMENT") is made this _____ day of _____, 2017 between PEOPLES COMMUNICATION, INC. (PCI) and Quitman Public Library - 202 E Goode St., Quitman, TX 75783 the purchaser executing the Service Order (the "Purchaser")

WHEREAS, PCI provides communications services which Purchaser desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1 During the Term of this Agreement PCI will provide Purchaser with the specific services identified on the Proposal (Exhibit A) and Service Order (Exhibit B) attached. During the term of this Agreement, Quitman Public Library has the right to upgrade or downgrade their services as set in the attached Proposal (Exhibit A).

2 The Term of this Agreement shall be as set forth in the Service Order attached and shall extend thereafter until terminated by either party upon at least 60 days prior written notice. However, PCI may terminate this Agreement or suspend services hereunder at any time upon (a) any failure of Purchaser to pay any undisputed amounts as provided in this Agreement on the attached Proposal; (b) any breach by Purchaser of any material provision of this Agreement continuing for 30 days after receipt of notice thereof; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Purchaser; or (d) any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule or regulation. Any termination shall not relieve Purchaser of its obligation to pay any charges incurred prior to termination. The parties' rights and obligations which by their nature would extend beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

3 During the Term, Purchaser shall pay PCI for the services as set forth in the Service Order and fees outlined in the Proposal. PCI shall not increase pricing during the initial Term, but thereafter PCI may increase pricing upon 30 days prior written notice. Normal service charges shall be invoiced monthly in advance. All amounts owed by Purchaser shall be paid within 30 days after the date of invoice and PCI reserves the right to charge interest on all delinquent payments at 1.5 % per month. Prices do not include taxes and related charges (however designated) and all taxes, fees and governmental charges imposed on the provided services shall be paid by Purchaser in addition to any other amounts owing. Such amounts will be listed separately on Purchaser's monthly invoice.

4 PCI may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby alter the technical parameters of the services provided hereunder.

5 PCI will grant a credit allowance for service interruption calculated and credited in one-hour increments. A service interruption will be deemed to have occurred only if service becomes unusable to Purchaser as a result of failure of PCI's facility, equipment or personnel used to provide the service in question. This is only where the interruption is not the result of (a) the negligence or acts of Purchaser or its agents; (b) the failure or malfunction of non-PCI equipment or systems; (c) circumstances or causes beyond the control of PCI; or (d) a service interruption caused by service maintenance, alteration or implementation. After the initial term, Purchaser may upon thirty (30) days written notice to PCI, terminate this Agreement if a service interruption occurs for which a credit allowance may be granted. A qualified service interruption would be the granting of at least \$500 in cumulative service credits during any continuous 12-month period, or results in a single continuous service outage of 8 hours or more. The foregoing states Purchaser's sole remedy for service interruption which shall include, without limitation, loss of data.

6 As used in this Agreement, the term "PCI Group" shall mean (a) PCI; (b) any third parties providing facilities or equipment used by PCI, in furtherance of PCI's provision of services to Purchaser (c) any affiliates of PCI or such third parties; and (d) any director, officer, agent, servant, employee, independent contractor, or supplier of PCI, any such third parties, or any such affiliates. EXCEPT TO THE LIMITED EXTENT PROVIDED FOR ABOVE IN PARAGRAPH 5, IN NO EVENT SHALL PCI GROUP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, ARISING OUT OF OR RELATED TO ANY SERVICES, EQUIPMENT, FACILITIES OR SYSTEMS PROVIDED OR UTILIZED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA OR INTERRUPTION OF DATA TRANSMISSION), AND PURCHASER HEREBY RELEASES AND WAIVES ANY CLAIMS OR DEMANDS IT MAY HAVE AGAINST PCI GROUP, FOR OR WITH RESPECT TO ANY SUCH DAMAGES. PURCHASER FURTHER AGREES THAT ANY OTHER LIMITATION OF LIABILITY OR PROTECTION TO WHICH PCI MAY BE ENTITLED, ARISING OUT OF THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER, SHALL FULLY APPLY TO AND BENEFIT PCI GROUP, IN THE SAME MANNER AND TO THE SAME EXTENT SUCH PROVISIONS OR PROTECTION APPLY TO AND BENEFIT PCI.

THERE ARE NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS EXPRESSED OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

7 In the event that Purchaser cancels or terminates service at any time during the initial Term of this Agreement or any renewal thereof for any reason whatsoever other than a service interruption (as defined in Paragraph 5 above), Purchaser agrees to immediately pay to PCI all sums due and owing under this Agreement and payable in accordance with Paragraph 3 above.

8 Purchaser is responsible for all Non-Recurring and Recurring Charges on and after the Purchaser's desired due date (the "Due Date"). In the event that Purchaser refuses to accept service on and after the Due Date, Purchaser shall still be responsible for the Recurring Charges until such time as service is accepted.

9 In the event that Purchaser requests additional circuit engineering or changes equipment specifications, configurations or service parameters, premises locations, or any material provision of the Service Order, Purchaser shall be charged an additional administrative fee at least equal to 5% of the original Non-Recurring Charge in addition to all costs, fees and expenses reasonably incurred in connection therewith.

10 Neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, acts of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until such force majeure ceases, and the Term shall be extended by the length of the suspension.

11 Neither party may assign this Agreement without the written consent of the other party, except that PCI may assign its rights and/or obligations hereunder (a) to any subsidiary, parent company or affiliate of PCI; (b) pursuant to any sale or transfer of substantially all of the assets of PCI; or (c) pursuant to any financing, merger or reorganization of PCI.

12 This Agreement, Proposal and Service Order attached, set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect. No term or condition of this Agreement shall be modified or amended except in writing signed by an authorized representative of both parties; however, one or more additional Service Orders may be subject to the terms and conditions of this Agreement.

13 No license, joint venture or partnership, express or implied, is granted by PCI pursuant to this Agreement.

14 Each party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of other party, which is disclosed pursuant to this Agreement.

15 If this Agreement is entered into by more than one Purchaser, each is jointly and severally liable for all agreements, covenants and obligations herein.

16 This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. In any action between the parties to enforce any material provisions of this Agreement, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to whatever other relief a court may award.

17 It is recognized that customers may experience a temporary but measurable reduction in the services they are using due to circumstances beyond their control. Should Purchaser experience an economic or force majeure situation before the initial term of this Agreement is complete, Purchaser may initiate discussions with PCI to establish a Temporary Alternative Agreement (TAA) adjusting the parameters of the term and capacity ordered per the original Agreement. PCI shall have 30 days to respond to such a request. The parameters of the original Agreement will not be altered, nor shall the TAA become permanent. The TAA is viewed as a temporary arrangement, the terms and conditions of which to be determined on an individual case basis and reverting back to the original terms and conditions at the conclusion of such TAA. Purchaser may take advantage of the provisions of this clause once during the term of this Agreement.

Customer Initials: DA



Quitman Public Library

By: Deleene Allen

Name: DELENE ALLEN

Title: LIBRARY DIRECTOR

Notice Address:

P.O. BOX 1677

QUITMAN TX 75783

Peoples Communication, Inc

By: Brittany Hayes

Name: Brittany Hayes

Title: Sales Manager



PO Box 228, Quitman, TX 75783-0228
903-763-2214 fax 903-878-2433

Exhibit A
PROPOSAL

Customer

Name Quitman Public Library
Address 202 E. Goode St.
City Quitman TX ZIP 75783
Phone Delene Allen 903.763.4191

Date 5/4/2017
Order No. _____
Rep Brittany
FOB _____

Qty	Description	Fees	MRC
1	20 X 20 MBPS fiber connection - monthly fee	\$350.00	\$350.00
1	25 X 25 MBPS Fiber Connection - Monthly Fee	\$425.00	\$425.00
1	40 X 40 MBPS Fiber Connection - Monthly Fee	\$675.00	\$675.00
1	50 X 50 MBPS Fiber Connection - Monthly Fee	\$845.00	\$845.00
CONTRACT TERM - 36 Months			
Peoples SPIN # 143001132			
Connection @ Quitman Public Library 202 E. Goode St. Quitman, TX 75783			
Amount quoted is before E-Rate discount is applied			

Approved by: Delene Allen Date: 5/8/2017



PO Box 920 Quitman, TX 75783
(903) 763-4941 • fax (903) 878-0148

Exhibit B Service Order & Master Agreement

Service Type/Quantity: 25 x 25 MBPS ■ with Internet □ without Internet

Contract Term: 36 Month Contract Date: 07/01/17 Desired Due Date: 07/01/17

BILLING INFORMATION

. Billing Name: Quitman Public Library

. Attention: _____

. Billing Address: _____

. Order Contact: _____

. Contact Title: _____

Tax ID#: 17560006441

Ph: _____ Fax: _____

E-mail: _____

ACCESS LOCATION INFORMATION

. Location A: 202 E Goode St., Quitman, TX 75783

IT Contact: _____ Ph: _____ Email: _____

Location Z: Dry Creek Quitman

Contact: IT - Derek Davidson 903.850.9805 derek.davidson@gopeoples.net

Engineering - Dave Parks 903.850.2239 dave.parks@gopeoples.net

Remarks

NRC is due 10 days after the execution of contract. Monthly recurring is due net thirty days from invoice.

Note: Early cancellation of service will result in cancellation charges equal to balance of term of contract.

Note: Submission of this circuit request form constitutes a firm order for service.

AUTHORIZATION INFORMATION

Peoples Communication Inc.

Quitman Public Library

Brittany Hayes

Sales Manager

Date: _____

Deleene Allen

Title: _____

Date: 5/8/2017

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	
)	
Request for Review of the)	
Decision of the)	
Universal Service Administrator by)	
)	
Bishop Perry Middle School)	File Nos. SLD-487170, <i>et al.</i>
New Orleans, LA, <i>et al.</i>)	
)	
Schools and Libraries Universal Service)	CC Docket No. 02-6
Support Mechanism)	

ORDER

Adopted: May 2, 2006

Released: May 19, 2006

By the Commission: Commissioner Copps issuing a separate statement.

23. Additional Processing Directives for USAC. As of the effective date of this Order, we require USAC to provide all E-rate applicants with an opportunity to cure ministerial and clerical errors on their FCC Form 470 or FCC Form 471, and an additional opportunity to file the required certifications. Specifically, USAC shall inform applicants promptly in writing of any and all ministerial or clerical errors that are detected in their applications, along with a clear and specific explanation of how the applicant can remedy those errors. USAC shall also inform applications promptly in writing of any missing or incomplete certifications. Applicants shall have 15 calendar days from the date of receipt of notice in writing by USAC to amend or refile their FCC Form 470, FCC Form 471 or associated certifications. USAC shall apply this directive to all pending applications and appeals even if such applications or appeals are no longer within the filing window. The 15-day period is limited enough to ensure that funding decisions are not unreasonably delayed for E-rate applicants and should be sufficient time to correct truly unintentional ministerial and clerical errors. The opportunity for applicants to amend their filings to cure minor errors will also improve the efficiency and effectiveness of the Fund. Because applicants who are eligible for funding will now receive funding where previously it was denied for minor errors, we will ensure that funding is distributed first to the applicants who are determined by our rules to be most in need of funding. As a result, universal service support will be received by schools in which it will have the greatest impact for the most students. Furthermore, the opportunity to amend the application will improve the efficiency of the schools and libraries program. If USAC helps applicants file correct and complete applications initially, USAC should be able to reduce the money it spends on administering the fund because fewer appeals will be filed protesting the denial of funding for these types of issues. Therefore, we believe this additional opportunity to cure inadvertent administrative, ministerial, and clerical errors on applications will improve the administration of fund.



E-Rate Productivity Center Thank you for your Funding Year 2017 Application for Universal Service Support and for any assistance you provided throughout our review.

This post contains your Funding Commitment Decision Letter for the FY 2017 FCC Form 471 Application Number 171042689 for QUITMAN PUBLIC LIBRARY – BEN 140740. The attached .csv file contains information about the committed status of the funding requests, and the FCDL Supplement contains additional important information. The FCDL date is 6/16/2017.

Please open the .csv file below for complete details about the commitments made for each of the Funding Requests. This file can be opened in any spreadsheet program. To make the information easier to read, first select the entire spreadsheet and then expand all of the columns in the document (in Excel, double click on the divider between the column headings, A, B, etc).

We are also sending this information to your service providers so that preparations can begin for delivering services based on the approved discount(s) after you file your FCC Form 486, Receipt of Service Confirmation Form.

The FCDL Supplement document provides more important information including steps for appealing USAC's funding decisions.

The "More Info" link below provides summary data about the commitments made to your company in this wave. Click on the date/time below to display the entire notification for easy printing.

Next Steps:

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review the Children's Internet Protection Act (CIPA) requirements.
- File the FCC Form 486 once you are ready to begin receiving services.
- If you are paying the full bill, invoice USAC using the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form.



[FY 2017 FCDL Supplement](#)
PDF 210 KB



[FCC Form 471 - 171042689 - QUITMAN PUBLIC LIBRARY](#)
CSV 1 KB

A moment ago ☆ 🔒 [Comment](#) [Hide Info](#) ▲

FCC Form 471
Application Number 171042689

Billed Entity Number
(BEN) 140740

Billed Entity Name QUITMAN PUBLIC LIBRARY

Billed Entity FCC RN 0002347771

Applicant's Form QPL Form 471 - Contract 2

Identifier

FCDL Date Jun 16, 2017

Approved Amount \$4,080.00

Denied Amount \$0.00

**Notification
Generated By** jolsen@e-ratecentral.com

**Notification
Generated On** 05/15/2018 2:49 PM EDT

																			Months							Last												
BEN			BEN_NA		FCC Form		Service		Establishing		Service		Contract		Expiration Of		Total		Total		Total Pre-		Discount		Committed		Applicati		Wave		One Time		Consulta					
FRN			471		Status		Type		FCC Form		Start		Expiratio		Award		Service In		Eligible		Eligible		Discount		Amount		Commen		Commen		Number		Services		nt Name		CRN	
							Data				Date		n Date		Date		Funding		Recurring		One Time		Rate				ts		ts									
							Transmis										Year		Charges		Charges		Charges															
							sion																															
							and/or																															
							Internet																															
140740			QUITMA		Funded		Access		4.359E+14		143001132		Peoples				1		\$5,100.00		\$0.00		\$5,100.00		80.00%		\$4,080.00						3		9/30/2018			
LIBRARY			N PUBLIC										Communication,				1		\$5,100.00		\$0.00		\$5,100.00		80.00%		\$4,080.00											

QPL Form 500 - #80474

[Summary](#) [Associated FRNs](#) [News](#) [Related Actions](#)

In-Review

Outreach

Wave Ready

Committed

Funding Commitment Adjustment Request Form

FCC Form 500 Details

[View Status \(+\)](#)**Funding Year** 2017**Submitting Organization** QUITMAN PUBLIC LIBRARY (BEN: 140740)**Created By** Delene Allen**Created On** 10/27/2017 12:58 PM EDT

Main Contact

Name Delene Allen**Email** quitmanlibrarian@gmail.com**Phone Number** 903-763-4191

Contract Expiration Date Change

FRN	Application Number	Application Nickname	FRN Nickname	Category of Service	SPIN	SPIN Name	Original CED	New CED
1799096649	171042689	QPL Form 471 - Contract 2	FRN - contract 2	Category 1	143001132	Peoples Communication, Inc.	7/1/2017	6/30/2020

Narrative: I failed to change the date in accordance with the new contract.
Please note the following start and expiration dates: 7/1/2017 through 6/30/2020
Thank you,
Delene Allen
Quitman Public Library 903-763-4191

[View Supporting Documentation \(-\)](#)

Supporting Documentation

Document ID	Document	Description	Upload Stage	Uploaded By	Uploaded On
No Supporting Documents have been uploaded					

[DOWNLOAD AND PRINT](#)



E-Rate Productivity Center Revised Funding Commitment Decision Letter for 140740 - QUITMAN PUBLIC LIBRARY

Thank you for participating in the Schools and Libraries Program for Funding Year 2017. This letter is your notification that we have completed our review of the post-commitment requests submitted by you or your service provider, which can include appeals, service substitutions, SPIN changes, FCC Form 486 reviews, and/or FCC Form 500 reviews.

There are two files attached to this notification, both of which provide important information. The Excel file provides the funding decision for each FRN included in your post-commitment requests, and lists any changes USAC made to the FRNs. The second file contains information about your appeals rights, and other important program reminders. An explanation of the fields in the RFCDL is available in the EPC section of our website.

NEXT STEPS

- If you disagree with USAC's decision, review the attached pdf to determine how to appeal.
- If the FCC Form 486 has not already been submitted, use the information in this notification to file one in EPC now.
- Work with your service providers to determine who will be invoicing USAC. If you have paid in full for services already delivered and are seeking reimbursement, make sure that you have an FCC Form 498 on file, and then submit your FCC Form 472 (BEAR).

Remember the deadlines for delivery and installation of your services. Your deadlines are listed in column AC of the attached spreadsheet. USAC will not approve an invoice when services are delivered after this date. A request to extend the service delivery deadline is only available in certain circumstances. More information can be found on our website.

The "More Info" link below provides summary data about your requests in this wave. Click on the date/time below to display the entire notification for easy printing. Please keep a copy of this notification for your records.



[FY 2017 RFCDL Supplement](#)

PDF 187 KB



[Post Commit Request - 80474 - QUITMAN PUBLIC LIBRARY](#)

XLSX 50 KB

#140740 - QUITMAN P...

A moment ago ☆ 🔒 [Comment](#) [Hide Info](#) ▲

Request Number 80474

Billed Entity Number 140740

Billed Entity Name QUITMAN PUBLIC LIBRARY

Billed Entity FCC RN 0002347771

Applicant's Form QUITMAN PUBLIC LIBRARY

Identifier

RFCDL Date Jan 16, 2018

Approved Amount \$0.00

BEN	BEN Name	Commitment	Commitment	FRN	Commitment	Post-Commitment Rationale (FRN Level)	Funding Decision	Funding Decision Comments (FRN / FCC Form 471)	Service Type	Form 470	SPN	Service Provider	Contract Number (for SPN)	Date	Expiration Date	Date	Expiration Date	Service In	Recurring	One Time	Discount	Discount Rate	Revised Commitment	Invoice Deadline	Wave Number	Service Delivery	Consultant Name	CRN	Consultant Employer Name
		FCC Form 500 - Contract Expiration Date Change				You requested a Contract Expiration Date change for FRN 1790098549 to 06/30/2020. Since the new Contract Expiration Date will increase the number of months of service and the funding commitment for this FRN, your request is not allowable and is therefore denied.	Funded		Data Transmission and/or Internet Access	39	4358600012340	Peoples Communication, Inc.	59876	01-Jul-2017	01-Jul-2017	01-Jul-2014		1	\$5,100.00	\$0.00	\$5,100.00	80.00%	\$4,080.00		7	30-Jun-2018			
140740	QUITMAN PUBLIC LIBRARY			60474 1790098549	Denied		Funded		171042689																				

QPL_Appeal - #88753

[Summary](#) [Associated FRNs](#) [Review Inquiries](#) [News](#) [Related Actions](#)

In-Review

Outreach

Wave Ready

Committed

Appeal Information

[View Status \(+\)](#)**Funding Year** 2017**Submitting Organization** QUITMAN PUBLIC LIBRARY (BEN: 140740)**Created By** Delene Allen**Created On** 1/29/2018 3:45 PM EST

Main Contact

Name Delene Allen**Email** quitmanlibrarian@gmail.com**Phone Number** 903-763-4191

Narrative

I made a clerical error when I was entering my data on my Form 471. I listed the start date as July 1, 2017 and the end date as July 1, 2017 which caused your system to show that I only needed service for one day.

When I called USAC for assistance in November 2017, the representative guided me to file a form 500 to correctly increase my commitment.

Today, I received received an update in the form of an RFCDL (Revised Funding Commitment Decision Letter) on the Form 500 that explains that my request was denied based on the following reason:

"You requested a Contract Expiration Date change for FRN 1799096649 to 06/30/2020. Since the new Contract Expiration Date will increase the number of months of service and the funding commitment for this FRN, your request is not allowable and is therefore denied."

I knew my contract was expiring went out for bids with 470 then selected my provider. I simply selected wrong date on Form 471.

I am in a 3-year contract starting July 1, 2017 which expires July 30, 2020.

Please direct me on how this may be corrected as I do not want my entity to lose funding.

Sincerely,
Delene Allen

Appeal Details

Decision appealed by applicant Funding Commitment Decision Letter

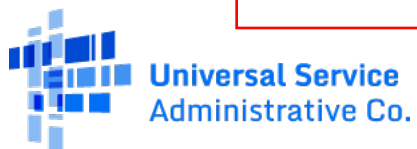
If you wish to modify or cancel your appeal, or, if you have any questions about your appeal, please contact the E-rate Program's Client Service Bureau (CSB) at (888) 203-8100.

[View Supporting Documentation \(-\)](#)

Supporting Documentation

Document ID	Document	Description	Upload Stage	Uploaded By	Uploaded On
No Supporting Documents have been uploaded					





April 25, 2018

Revised Funding Commitment Decision Letter

Funding Year 2017

Contact Information:

Delene Allen
QUITMAN PUBLIC LIBRARY
202 E GOODE ST
QUITMAN, TX 75783
quitmanlibrarian@gmail.com

BEN: 140740**Post Commitment Wave:** 17

Totals

Original Commitment Amount	\$4,080.00
Revised Commitment Amount	\$4,080.00

What is in this letter?

Thank you for submitting your post-commitment request for **Funding Year 2017 Schools and Libraries Program (E-rate) funding**. Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- Appeals

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

Next Steps

1. **File the FCC Form 486**, Service Confirmation and Children's Internet Protection Act (CIPA) Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please review the CIPA requirements and file the form(s).



BEN Name: QUITMAN PUBLIC LIBRARY

BEN: 140740

Post Commitment Wave: 17

- o **If USAC approved funding on an FRN in your original FCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).
 - o **If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
 - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
 - **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request,



BEN Name: QUITMAN PUBLIC LIBRARY

BEN: 140740

Post Commitment Wave: 17

identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



BEN Name: QUITMAN PUBLIC LIBRARY

BEN: 140740

Post Commitment Wave: 17

Revised Funding Commitment Decision Overview

Funding Year 2017

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1799096649	Peoples Communication, Inc.	Appeals	\$4,080.00	Denied



BEN Name: QUITMAN PUBLIC LIBRARY

BEN: 140740

Post Commitment Wave: 17

Post Commitment Request Number: 88753	Post Commitment Request Type: Appeals	Post Commitment Decision: Denied
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FRN: 1799096649	Service Type: Data Transmission and/or Internet Access	Original Status: Funded	Revised Status: Funded
FCC Form 471: 171042689			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	1		
Total Eligible Recurring Charges	\$5,100.00	Total Eligible One Time Charges	\$0.00
Total Pre-Discount Charges		\$5,100.00	
Discount Rate		80.00%	
Revised Committed Amount		\$4,080.00	

Dates	
Service Start Date	7/1/2017
Contract Expiration Date	7/1/2017
Contract Award Date	7/1/2014
Service Delivery Deadline	6/30/2018
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Peoples Communication, Inc.
SPIN (498ID)	143001132
Contract Number	
Account Number	58876
Establishing FCC Form 470	435850001234039

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Revised Funding Commitment Decision Comments:
--

Post Commitment Rationale:

Our records show that your appeal was filed more than 60 days after the date your decision letter was issued. Your appeal was filed on 1/29/2018. The Funding Commitment Decision Letter was issued on 6/16/2017. Federal Communications Commission (FCC) rules require appeals to be filed within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

BEN				BEN Name	Post-Comr	Post-Comr	Post-Comr	FRN	Post-Comr Post-Commitment Rationale (FRN Level)	Original FR	Revised FR	FRFCDL	Cor	FCC Form	Service Ty	Establishin	SPIN	Service Pr	Contract N	Account N	Service Sta	Contract E	Contract A	Contract E	Months Of	Total Elig	Total Elig	Total Pre-I	Discount R	Revised Cc	Invoice De	Wave Nurr	Service De	Consultant	CRN	Consultant			
									Our records show that your appeal was filed more than 60 days after the date your decision letter was issued. Your appeal was filed on 1/29/2018. The Funding Commitment Decision Letter was issued on 6/16/2017. Federal Communications Commission (FCC) rules require appeals to be filed within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.																														
140740				QUITMAN Appeals	88753	17990366	Denied			Funded	Funded			17104268	Data Trans	43585000	14300113	Peoples Cc		58876		01-Jul-201	01-Jul-201	01-Jul-2014		1	\$5,100.00	\$0.00	\$5,100.00	80.00%	\$4,080.00		17	30-Jun-201					

: Employer Name

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this form.

Form 470 Application Number: 435850001234039	Applicant's Form Identifier: QUITX
Application Status: CERTIFIED	Posting Date: 02/26/2014
Allowable Contract Date: 03/26/2014	Certification Received Date: 02/28/2014

Block 1: Applicant Address and Information

1 Name of Applicant:
QUITMAN PUBLIC LIBRARY

2 Funding Year: 2014 (Funding years run from July 1 through the following June 30)

3 Entity Number: 140740

4a Street Address, P.O.Box, or Route Number:
202 E GOODE ST

City: QUITMAN State: TX Zip Code: 75783 -0000

4b Telephone Number: (903) 763 -4191

4c Fax Number:

5a Eligible Entities That Will Receive Services:

Check the ONE choice in 5a that best describes the eligible entities that will receive the services described in this form. You will then list in Item 15 the entity/entities that will pay the bills for these services.

- ☐ Individual School (individual public or non-public school)
- ☐ School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)
- ☒ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- ☐ Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)
- ☐ Statewide application for (enter 2-letter state code)
representing (check all that apply)
- ☐ All public schools/districts in the state
- ☐ All non-public schools in the state
- ☐ All libraries in the state

5b Recipient(s) of Services - Check all that apply:

- ☐ Private ☒ Public ☐ Charter
- ☐ Tribal ☐ Head Start ☐ State Agency

5c Number of eligible entities for which services are sought: 1

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:

Delene Allen

If the Contact Person's Street Address is the same as Item 4a above, check here. ☐ If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:

NOTE: USAC will use this address to mail correspondence

P.O. BOX 1677

202 E GOODE ST

City: QUITMAN State: TX Zip Code: 75783 -0000

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

☐ 6c Telephone Number: (903) 763 -4191

☐ 6d Fax Number: (903) 763 -2532

☒ 6e E-Mail Address: quitmanlibrarian@gmail.com

Re-enter E-mail Address: quitmanlibrarian@gmail.com

If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name:

Name of Consultant's Employer:

Consultant's Street Address:

City: State: Zip Code:

Consultant's Telephone Number: Ext.

Consultant's Fax Number:

Consultant's E-mail Address:

Re-enter E-mail Address:

Consultant Registration Number:

Entity Number: 140740	Applicant's Form Identifier: QUITX
Contact Person: Delene Allen	Phone Number: (903) 763-4191

Block 2: Summary Description of Needs or Services Requested**8 Priority One Services (Telecommunications and/or Internet Access)**

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

- a** ☐ YES, I have released or intend to release an RFP for one or more of these services. It is available or will become available on the Internet at:
or via (check one) ☐ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier:

- b** ☒ NO, I have not released and do not intend to release an RFP for any of these services.

Whether you check YES or NO, you must list below the Priority One Services you seek. Specify each service or function (e.g., voice service, monthly Internet access service, etc) and quantity and/or capacity (e.g., for voice service, 20 existing lines plus 10 new ones, or for monthly Internet access service, for 500 users).

Service	Quantity and/or Capacity
Monthly Internet access service	8 Mg at least monthly for 200 users

9 [Reserved]

Entity Number: 140740	Applicant's Form Identifier: QUITX
Contact Person: Delene Allen	Phone Number: (903) 763-4191
10 Internal Connections Other Than Basic Maintenance	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for one or more of these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for any of these services.</p> <p>Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).</p>	
<hr/>	
11 Basic Maintenance of Internal Connections	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for one or more of these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for any of these services.</p> <p>Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).</p>	
<hr/>	

Entity Number: 140740	Applicant's Form Identifier: QUITX
Contact Person: Delene Allen	Phone Number: (903) 763-4191

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.

Name:
Delene Allen

Title:
Civic Services Director, Library Directo

Telephone Number: (903) 763 - 4191

Fax Number: (903) 763 - 2532

Email Address: quitmanlibrarian@gmail.com

Re-enter E-mail Address: quitmanlibrarian@gmail.com

13 ☐ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.

☒ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

Block 3:

14. [Reserved]

Entity Number: 140740	Applicant's Form Identifier: QUITX
Contact Person: Delene Allen	Contact Phone Number: (903) 763-4191

Block 4: Recipients of Service

15 Billed Entities

List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this FCC Form 470. Attach additional pages if needed.

Entity Number	Entity Name
140740	QUITMAN PUBLIC LIBRARY

Entity Number: 140740	Applicant's Form Identifier: QUITX
Contact Person: Delene Allen	Contact Phone Number: (903) 763-4191

Block 5: Certifications and Signature

16 I certify that the applicant includes: (Check one or both.)

a schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38)**, that do ☐ not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not ☒ operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

17 ☒ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.

☐ Or I certify that no technology plan is required by Commission rules.

18 ☒ I certify that I will post my FCC Form 470 and (if applicable) make any applicable RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

19 ☒ I certify that I will retain required documents for a period of at least five years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

20 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

21 ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.

22 ☒ I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

23 ☒ I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

24 ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

Entity Number: 140740	Applicant's Form Identifier: QUITX
Contact Person: Delene Allen	Contact Phone Number: (903) 763-4191

25 Signature of authorized person: ☒

26 Date: 02/26/2014

27a Printed name of authorized person:

Delene Allen

27b Title or position of authorized person:

Civic Services Director, Library Directo

☐ Check here if the consultant in Item 7 is the Authorized Person.

27c Street Address, P.O. Box, Route Number, City, State, Zip Code:

P.O. Box 1677

City: Quitman

State: TX

Zip Code: 75783

27d Telephone Number of Authorized Person:

(903) 763-4191

27e Fax Number of Authorized Person:

(903) 763-2532

27f E-mail Address of Authorized Person:

quitmanlibrarian@gmail.com

Re-enter E-mail Address:

quitmanlibrarian@gmail.com

27g Name of Authorized Person's Employer:

City of Quitman

Service provider involvement with preparation or certification of an FCC Form 470
can taint the competitive bidding process and result in the denial of funding requests.
For more information, refer to the Schools and Libraries area of the USAC web site at
www.usac.org/si or call the SLD Client Service Bureau at 1-888-203-8100.

Entity Number: 140740	Applicant's Form Identifier: QUITX
Contact Person: Delene Allen	Phone Number: (903) 763-4191

NOTICE: In accordance with Section 54.503 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, *et seq.*

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

New Search

Return To Search Results



FCC Form 470 – Funding Year 2017

Form 470 Application Number: 170079297

QPL 470 - FY2017

Billed Entity

QUITMAN PUBLIC LIBRARY
202 E GOODE ST
QUITMAN, WOOD, TX 75783-2533
903-763-4191
quitmanlibrarian@gmail.com

Contact Information

Delene Allen
quitmanlibrarian@gmail.com
903-763-4191

Billed Entity Number: 140740

FCC Registration Number: 0002347771

Application Type

Applicant Type: Library

Recipients of Services: Main Branch; Public Library

Number of Eligible Entities: 1

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
------	-----------------------------------	-----------------	-------

Consultants

Name	Phone Number	Email
------	--------------	-------

RFPs

Id	Name
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Category One Service Requests

			Minimum	Maximum				Installation and Initial Configuration?	Maintenance and Technical Support?	Associated RFPs
Service Type	Function	Other	Capacity	Capacity	Entities	Quantity	Unit			
Internet Access and/or Telecommunications	Internet Access and Transport Bundled		25 Mbps	50 Mbps	1	1	Circuits	Yes	Yes	

Description of Other Functions

Id	Name
----	------

Narrative

Data transmission and/or Internet Access service that includes a connection from any applicant site directly to the Internet Service Provider

Category Two Service Requests

Service Type	Function	Manufacturer	Other	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
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Description of Other Manufacturers

Id	Name
----	------

Narrative

Technical Contact

Delene Allen
Civic Services Director
903-763-4191
quitmanlibrarian@gmail.com

State and Local Procurement Restrictions

Recipients of Service

Billed Entity Number	Billed Entity Name
140740	QUITMAN PUBLIC LIBRARY

Certifications

I certify that the applicant includes:

I certify that the applicant includes libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Delene Allen
QUITMAN PUBLIC LIBRARY
202 E GOODE ST
QUITMAN, WOOD, TX 75783
903-763-4191
quitmanlibrarian@gmail.com

Certified Timestamp

04/06/2017 03:12 PM EDT



PO Box 228, Quitman, TX 75783-0228
903-763-2214 fax 903-878-2433

Exhibit A
PROPOSAL

Customer

Name Quitman Public Library
Address 202 E. Goode St.
City Quitman TX ZIP 75783
Phone Delene Allen 903.763.4191

Date 3.13.14
Order No. _____
Rep Brittany
FOB _____

Qty	Description	Fees	MRC
1	10 X 10 MBPS fiber connection - monthly fee	\$350.00	\$350.00
1	1 year support, patch panel/NIKD, Cisco SSP Switch, fiber & ethernet jumpers	\$0.00	\$0.00
	CONTRACT TERM - 36 Months		
	Peoples SPIN # 143001132		
	10 meg connection @ Quitman Public Library 202 E. Goode St. Quitman, TX 75783		
	Amount quoted is before E-Rate discount is applied		
		Subtotal	\$350.00
		Taxes Texas	Applicable Taxes
		TOTAL	\$350.00

Approved by:

Date: 3-26-2014

PCI QUOTE # 0000001

MASTER SERVICE AGREEMENT



This MASTER SERVICE AGREEMENT (the "AGREEMENT") is made this 26 day of 2014, 2014 between PEOPLES COMMUNICATION, INC. (PCI) and Quitman Public Library- 202 E. Goode St. Quitman, TX 75783 the purchaser executing the Service Order (the "Purchaser")

WHEREAS, PCI provides communications services which Purchaser desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1 During the Term of this Agreement PCI will provide Purchaser with the specific services identified on the Proposal (Exhibit A) and Service Order (Exhibit B) attached.

2 The Term of this Agreement shall be as set forth in the Service Order attached and shall extend thereafter until terminated by either party upon at least 60 days prior written notice. However, PCI may terminate this Agreement or suspend services hereunder at any time upon (a) any failure of Purchaser to pay any undisputed amounts as provided in this Agreement on the attached Proposal; (b) any breach by Purchaser of any material provision of this Agreement continuing for 30 days after receipt of notice thereof; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Purchaser; or (d) any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule or regulation. Any termination shall not relieve Purchaser of its obligation to pay any charges incurred prior to termination. The parties' rights and obligations which by their nature would extend beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

3 During the Term, Purchaser shall pay PCI for the services as set forth in the Service Order and fees outlined in the Proposal. PCI shall not increase pricing during the initial Term, but thereafter PCI may increase pricing upon 30 days prior written notice. Normal service charges shall be invoiced monthly in advance. All amounts owed by Purchaser shall be paid within 30 days after the date of invoice and PCI reserves the right to charge interest on all delinquent payments at 1.5 % per month. Prices do not include taxes and related charges (however designated) and all taxes, fees and governmental charges imposed on the provided services shall be paid by Purchaser in addition to any other amounts owing. Such amounts will be listed separately on Purchaser's monthly invoice.

4 PCI may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby alter the technical parameters of the services provided hereunder.

5 PCI will grant a credit allowance for service interruption calculated and credited in one-hour increments. A service interruption will be deemed to have occurred only if service becomes unusable to Purchaser as a result of failure of PCI's facility, equipment or personnel used to provide the service in question. This is only where the interruption is not the result of (a) the negligence or acts of Purchaser or its agents; (b) the failure or malfunction of non-PCI equipment or systems; (c) circumstances or causes beyond the control of PCI; or (d) a service interruption caused by service maintenance, alteration or implementation. After the initial term, Purchaser may upon thirty (30) days written notice to PCI, terminate this Agreement if a service interruption occurs for which a credit allowance may be granted. A qualified service interruption would be the granting of at least \$500 in cumulative service credits during any continuous 12-month period, or results in a single continuous service outage of 8 hours or more. The foregoing states Purchaser's sole remedy for service interruption which shall include, without limitation, loss of data.

6 As used in this Agreement, the term "PCI Group" shall mean (a) PCI; (b) any third parties providing facilities or equipment used by PCI, in furtherance of PCI's provision of services to Purchaser (c) any affiliates of PCI or such third parties; and (d) any director, officer, agent, servant, employee, independent contractor, or supplier of PCI, any such third parties, or any such affiliates. EXCEPT TO THE LIMITED EXTENT PROVIDED FOR ABOVE IN PARAGRAPH 5, IN NO EVENT SHALL PCI GROUP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, ARISING OUT OF OR RELATED TO ANY SERVICES, EQUIPMENT, FACILITIES OR SYSTEMS PROVIDED OR UTILIZED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA OR INTERRUPTION OF DATA TRANSMISSION), AND PURCHASER HEREBY RELEASES AND WAIVES ANY CLAIMS OR DEMANDS IT MAY HAVE AGAINST PCI GROUP, FOR OR WITH RESPECT TO ANY SUCH DAMAGES. PURCHASER FURTHER AGREES THAT ANY OTHER LIMITATION OF LIABILITY OR PROTECTION TO WHICH PCI MAY BE ENTITLED, ARISING OUT OF THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER, SHALL FULLY APPLY TO AND BENEFIT PCI GROUP, IN THE SAME MANNER AND TO THE SAME EXTENT SUCH PROVISIONS OR PROTECTION APPLY TO AND BENEFIT PCI.

THERE ARE NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS EXPRESSED OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

7 In the event that Purchaser cancels or terminates service at any time during the initial Term of this Agreement or any renewal thereof for any reason whatsoever other than a service interruption (as defined in Paragraph 5 above), Purchaser agrees to immediately pay to PCI all sums due and owing under this Agreement and payable in accordance with Paragraph 3 above.

8 Purchaser is responsible for all Non-Recurring and Recurring Charges on and after the Purchaser's desired due date (the "Due Date"). In the event that Purchaser refuses to accept service on and after the Due Date, Purchaser shall still be responsible for the Recurring Charges until such time as service is accepted.

9 In the event that Purchaser requests additional circuit engineering or changes equipment specifications, configurations or service parameters, premises locations, or any material provision of the Service Order, Purchaser shall be charged an additional administrative fee at least equal to 5% of the original Non-Recurring Charge in addition to all costs, fees and expenses reasonably incurred in connection therewith.

10 Neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, acts of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until such force majeure ceases, and the Term shall be extended by the length of the suspension.

11 Neither party may assign this Agreement without the written consent of the other party, except that PCI may assign its rights and/or obligations hereunder (a) to any subsidiary, parent company or affiliate of PCI; (b) pursuant to any sale or transfer of substantially all of the assets of PCI; or (c) pursuant to any financing, merger or reorganization of PCI.

12 This Agreement, Proposal and Service Order attached, set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect. No term or condition of this Agreement shall be modified or amended except in writing signed by an authorized representative of both parties; however, one or more additional Service Orders may be subject to the terms and conditions of this Agreement.

13 No license, joint venture or partnership, express or implied, is granted by PCI pursuant to this Agreement.

14 Each party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of other party, which is disclosed pursuant to this Agreement

15 If this Agreement is entered into by more than one Purchaser, each is jointly and severally liable for all agreements, covenants and obligations herein.

16 This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. In any action between the parties to enforce any material provisions of this Agreement, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to whatever other relief a court may award.

17 It is recognized that customers may experience a temporary but measurable reduction in the services they are using due to circumstances beyond their control. Should Purchaser experience an economic or force majeure situation before the initial term of this Agreement is complete, Purchaser may initiate discussions with PCI to establish a Temporary Alternative Agreement (TAA) adjusting the parameters of the term and capacity ordered per the original Agreement. PCI shall have 30 days to respond to such a request. The parameters of the original Agreement will not be altered, nor shall the TAA become permanent. The TAA is viewed as a temporary arrangement, the terms and conditions of which to be determined on an individual case basis and reverting back to the original terms and conditions at the conclusion of such TAA. Purchaser may take advantage of the provisions of this clause once during the term of this Agreement.

Customer Initials: DA



Quitman Public Library

By: Delene H. Allen

Name: DELENE ALLEN

Title: CIVIC SERVICES DIRECTOR

Notice Address:

P.O. Box 1677

QUITMAN TX 75783

Peoples Communication, Inc.

By: Brittany Hayes

Name: Brittany Hayes

Title: Sales Manager



PO Box 920 Quitman, TX 75783
(903) 763-4941 • fax (903) 878-7610

Exhibit B Service Order & Master Agreement

PCI Quote #: 00001 Service Type/Quantity: 10 X 10 MBPS ☒ with Internet ☐ without Internet IP's: _____

Contract Term: 36 months Contract Date: _____ Desired Due : _____

BILLING INFORMATION

. Billing Name: Quitman Public Library

. Attention: Delene Allen

. Billing Address: P.O. Box 1677

. Order Contact: Delene Allen

. Contact Title: Civic Services Director

Tax ID#: 17560006441

Ph: 903-763-4191 Fax: 903-763-2532

E-mail: quitmanlibrarian@gmail.com

ACCESS LOCATION INFORMATION

. Location A: 202 E. Goode St., Quitman, TX 75783

IT Contact: _____ Ph: _____ Email: _____

Location Z: Dry Creek Quitman

Contact: IT - Derek Davidson 903.850.9805 ddavidson@peoplescom.net

Engineering - Dave Parks 903.850.2239 dparks@peoplescom.net

Remarks

NRC is due 10 days after the execution of contract. Monthly recurring is due net thirty days from invoice.

Note: Early cancellation of service will result in cancellation charges equal to balance of term of contract.

Note: Submission of this circuit request form constitutes a firm order for service.

AUTHORIZATION INFORMATION

Peoples Communication Inc.

Brittany Hayes

Sales Manager

Date: 3/26/14

Quitman Public Library

Delene H. Allen

<Title>

Date: 3-26-2014