



Mary L. Matthews  
State Tariff Analyst  
6450 Sprint Parkway  
KSOPHN0304-3B404  
Overland Park, KS 66251  
Voice: 913-315-9379  
Fax: 913-315-0763

May 9, 2005

Ms. Beth Salak, Director  
Florida Public Service Commission  
Division of Regulatory Oversight  
2540 Shumard Oak Blvd  
Tallahassee, FL 32399

RE: **TX045**

Dear Ms. Salak:

Attached for filing, please find the following revised pages for Sprint's Florida Price List No. 2. This filing is submitted with a proposed effective date of May 11, 2005. Sprint's Price List is available on its website at [www.sprint.com/tariffs](http://www.sprint.com/tariffs).

This tariff filing consists of the tariff pages listed below:

9th Revised Check Sheet 1  
1st Revised Sheet 13  
Original Sheet 13.1  
Original Sheet 13.2  
Original Sheet 13.3

The E-Rate Program (Schools and Libraries Universal Service Support Mechanism) was established to ensure affordable telecommunications service to all consumers, including public and private schools and public libraries. This tariff filing will clarify the obligations of Sprint and the customers who seek E-Rate funding for Sprint services and products

Commission consideration and timely processing of these pages are respectfully requested. If you should have any questions, please call me at (866) 827-4349 (toll free) or (913) 315-9379.

Sincerely,

Mary L. Matthews

Enclosures  
FL05-41

LOCAL EXCHANGE SERVICES

---

CHECK SHEET

The Title Page and Pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original Price List sheets that are in effect on the date shown on each page.

\*Asterisk indicates changes in current Price List filing.

Page	Revision
Title 1	Original
Title 2	1st
Check sheet 1	* 9th
Sheet 1	Original
Sheet 2	2nd
Sheet 3	2nd
Sheet 4	Original
Sheet 5	Original
Sheet 6	Original
Sheet 7	Original
Sheet 8	Original
Sheet 9	Original
Sheet 10	Original
Sheet 11	Original
Sheet 12	Original
Sheet 13	* 1st
Sheet 13.1	* Original
Sheet 13.2	* Original
Sheet 13.3	* Original
Sheet 14	2nd
Sheet 15	2nd
Sheet 16	1st
Sheet 17	4th
Sheet 18	1st
Sheet 19	1st
Sheet 19.1	1st
Sheet 20	1st
Sheet 21	2nd
Sheet 22	Original
Sheet 23	Original
Sheet 24	Original
Sheet 25	1st

LOCAL EXCHANGE SERVICES

---

2. General Regulations (Continued)

2.1 Limitation of Company's Liability (Continued)

2.1.3 Directory Errors and Omissions

- A. No liability for damages arising from errors or omissions of non-chargeable directory and/or "Information" listings shall be attached to the Company. In the case of chargeable listing, the liability of the Company shall be limited to and satisfied by a refund or credit at the monthly rate for each chargeable listing for each billing period during which the error or omission continues. In accepting listings as prescribed by applicants or subscribers, the Company will not assume liability for the result of their publication in its directories, nor will the Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.
- B. The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the customer or any other person, caused or claimed to have been caused directly or indirectly by the publication of a non-published telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a non-published number, the Company will, at the Customer's request, change the number without charge and refund any non-published number charges for the period of time during which the number was disclosed. For the purposes of this Price List, non-published information is defined to include the name, address and telephone number of non-published Customers.

2.1.4 School and Library Discounts

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

2.1.4.1 General

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of Sprint services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

(N)

(N)

**LOCAL EXCHANGE SERVICES**

---

2. General Regulations (Continued)

2.1 Limitation of Company's Liability (Continued)

2.1.4 School and Library Discounts (Continued)

2.1.4.2 Application for Support

A. E-Rate Program

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify Sprint in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by Sprint.

B. Other Funding Sources

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by Sprint.

**LOCAL EXCHANGE SERVICES**

---

2. General Regulations (Continued)

2.1 Limitation of Company's Liability (Continued)

2.1.4 School and Library Discounts (Continued)

2.1.4.3 Receipt of Support

A. E-Rate Program

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Sprint bills) for all eligible customer premise equipment rentals or other financed arrangements. Sprint reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Sprint bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. Sprint will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

B. Other Funding Sources

The Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, Sprint will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. Sprint may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

**LOCAL EXCHANGE SERVICES**

---

2. General Regulations (Continued)

2.1 Limitation of Company's Liability (Continued)

2.1.4 School and Library Discounts (Continued)

2.1.4.4 Failure to Obtain Support

- A. The Customer will reimburse Sprint if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to Sprint on Customer's behalf. Customer will not be responsible for Support withdrawn due to Sprint's material failure to provide Service.
- B. Sprint is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- C. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.