



07/27/16 10:38:41 WW Purchasing Division

July 27, 2016

Stephanie Gale Bid Clerk Department of Administration, Purchasing Division State of West Virginia 2019 Washington Street, East Charleston, WV 25305-0130

RE: CRFQ 0212 SWC1600000012

Dear Ms. Gale:

On behalf of Verizon, thank you for the opportunity to propose our Session Initiated Protocol (SIP) Trunking and Transport to the State of West Virginia with regard to the RFQ. With a robust set of converged communications services in the industry, Verizon's focus is to use our global network and expertise to deliver innovative products that provide simplicity and value to our customers.

Verizon has had a long partnership with State of West Virginia providing voice, data, security and professional services to various State Agencies. We have implemented Business Communication Services for State of West Virginia. Our proven track record with State and Local Governments demonstrates our ability to provide world-class customer service, innovative ideas and the ability to proactively work to use technology to achieve cost control and advancement for State of West Virginia.

We are confident in the strengths that we bring to State of West Virginia:

- We have been a long-standing business partner of State of West Virginia for over 100 years, providing voice, data, security and professional services. Verizon is one of the nation's most trusted and respected organizations delivering proven solutions.
- Verizon has compiled impressive credentials as a corporate leader on both a national and regional level and as a strategic partner in implementation of educational applications and tools via either a Wireline or Wireless platform.
- As one of the largest communications service providers to education (public and private) in the nation, Verizon takes pride in providing services to schools and libraries across the United States.
- Verizon brings a solid blend of financial strength. For the full year of 2015, Verizon reported total consolidated revenues of \$131.6 billion. Full-year 2015 revenues grew 3.6 percent, compared with full-year 2014.
- Our Account Management philosophy is designed for State of West Virginia's success. We take customer satisfaction very seriously. The Customer Care Team at Verizon is committed to achieving high levels of customer satisfaction and handling any problems proactively and efficiently.

We are committed to State of West Virginia's success. We sincerely appreciate your consideration and would be honored to continue to provide State of West Virginia with services that provide better business results, better experiences, and better peace of mind.

Thank you again for your time and consideration.

Sincerely,

Sandra Hawkins Senior Client Partner (304) 356-3395 Office (304) 807-0207 Cell

verizon/

A Proposal to

State of West Virginia

for

Session Initiated Protocol (SIP) Trunking and Transport

Solicitation Number: CRFQ 0212 SWC1600000012

July 27, 2016

Presented by:

Sandra Hawkins Senior Client Partner

4700 Maccorkle Ave Se Charleston, WV 25304] (304)356-3395 Office (304)807-0207 Cell

Sandra, K. Hawkins@verizon.com

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General Information

Nature of Proposal -

Services provided by MCI Communication Services Inc., d/b/a Verizon Business Services herein referred to as ("Verizon") under this bid may be subject to tariff regulation by the Public Service Commission of West Virginia and/or the Federal Communications Commission. Unless specifically addressed within their respective bid responses the terms and conditions set forth in this solicitation shall not add to, vary, or delete the terms and conditions of said tariffs or the Verizon Services Agreement. This response is submitted with the understanding that neither party shall be obligated to provide or purchase any of the services described herein until a mutual understanding is reached and the Agreement is signed by authorized individuals of both parties.

This RFQ Response is the property of Verizon ("Verizon"). It contains confidential and proprietary information and is submitted to the State of West Virginia in confidence for use solely for the purpose of evaluating the products and services proposed herein, on condition that you and your representatives have by receiving it, agreed not to reproduce it or copy it, in whole or in part, or to furnish such information to others or to make any other use of it except for the evaluation purposes stated above and to return it to Verizon upon request. In the event that this proposal results in a contract, Customer may retain this proposal for its use in connection with the products and services covered by such contract and for that purpose make such copies thereof as may be necessary. VERIZON ACKNOWLEDGES THAT IN THE EVENT OF A CONTRACT AWARD, ITS BID SHALL BE SUBJECT TO PUBLIC DISCLOSURE UNDER THE WEST VIRGINIA FREEDOM OF INFORMATION ACT EXCEPT THAT ANY INFORMATION DESIGNATED BY VERIZON IN ITS BID TO BE CONFIDENTIAL AND PROPRIETARY SHALL NOT BE SUBJECT TO SUCH PUBLIC DISCLOSURE.

MCI Communications Services Inc., d/b/a Verizon Business Services hereby submits the accompanying documentation and information in response to the State of West Virginia Request for Quotation for SIP Trunks with Transport Services due July 27 2016. Verizon must provide a legal response and contractual documentation in accordance with the applicable State and Federal Regulatory Commissions.

Verizon has incorporated its response, by way of "Attachment". The Attachment is hereby incorporated, and shall form the basis of any contractual arrangements resulting from award.

Executive Summary

The primary purpose of your RFQ is obtaining a statewide contract for Session Initiated Protocol (SIP) Trunks with Transport to provide business continuous and cost efficiencies. We believe we are the strategic partner for State of West Virginia, and can help you to deliver on your technology-enabled vision.

Verizon is pleased to provide this proposal in response to your invitation to bid. We have included our approach which leverages the investments we have made in emerging technologies so that the benefits can be directly passed onto you. With a robust set of converged communications services in the industry, Verizon's focus is to use our network and expertise to deliver innovative products that provide simplicity and value to our customers.

Verizon is positioned as a trusted provider of solutions across the state and local government ecosystems. Our innovative solutions deliver cost-effective modernization, consumer choice, sustainability, greater efficiencies, and new opportunities.

While our proposed solution focuses on delivering key outcomes such as **flexible** and **scalable networking** as well as **controlling Total Cost of Ownership (TCO)**, we also demonstrate our ability to deliver a truly secure SIP network for State of West Virginia.

Our innovative, secure public sector-focused SIP solution offers:

- We have over 15 years of experience designing, implementing, and supporting business grade, including providing SIP services to the State of West Virginia since 2009;
- We have been recognized with many VoIP-related awards highlighting our comprehensive VoIP portfolio and the value, innovation, solution design, and world-class service we deliver:
- We own, manage, and maintain our own VoIP network with demonstrated scalability:
 - 70,000 active VolP sites;
 - Nearly 6 million telephone numbers;
 - 175,000 + telephone numbers (on average) ported onto VolP monthly;
 - More than 5,000 customers around the globe;
- We were first-to-market with our innovative IP-enabled feature BEST.

Benefits to You

We are committed to helping you address your challenges and take advantage of opportunities. We leverage our expansive portfolio and deep vendor ecosystem to develop a holistic, solution based approach. The following pinpoints the goals and benefits of our SIP solution.



With IP Trunking there is no need to purchase complex and costly Time Division Multiplexing (TDM) enterprise gateway CPE. It is an innovative product that provides the VoIP access and essential features you require.

There are immediate and long term benefits of SIP Trunking. Our IP Trunking provides the opportunity to:

- Reduce your telecom operating costs;
- Add in the benefits of consolidating your network infrastructure and services, integration with your IP networks;
- Delivers SIP connectivity to other VoIP sites and to other intelligent applications;
- Provide more efficient administration, and user functionality.

In addition to the near-term cost savings already mentioned, implementing SIP Trunking establishes the fundamental building-block to provide the State access to and transport of advanced communications applications such a collaboration, presence, conferencing, cloud services, and other solutions designed to provide Business Process Improvements.

Our suite of VoIP solutions are designed to meet your needs now and in the future.

Summary

We look forward to moving into the next discussion phase and refining our solution together to meet your needs now and in the future. We're your trusted global technology partner:

Let Verizon's global experience fuel your success.



We believe our solution provides State of West Virginia with a comprehensive SIP solution that will help you achieve your objectives to provide business continuous and cost efficiencies. By selecting Verizon as your solution partner, State of West Virginia can leverage our adaptable technology platforms, expertise, experience and innovation so you can continue to focus on your business.

Section 1 – Instructions to Vendors Submitting Bids

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

Verizon Response

Read and understood.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall. "Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

Verizon Response

Read and understood.

| 3. | PREBID MEETING: The item identified below shall apply to this Solicitation. |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | ☐ A pre-bid meeting will not be held prior to bid opening |
| | ☐ A Non-MANDATORY PRE-BID meeting will be held at the following place and time: |
| | A MANDATORY PRE-BID meeting will be held at the following place and time: |
| | All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor. |
| | |

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

Verizon Response

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line. Question Submission Deadline: July 1, 2016

Submit Questions to: Stephanie Gale 2019 Washington Street, East, Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: stephanie.l.gale@wv.gov

Verizon Response

Read and understood.

VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

Verizon Response

Read and understood.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

| | The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS. For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | request for proposal, the Vendor shall submit one original technical and one original cost proposal plusconvenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows: |
| | BID TYPE:(This only applies to CRFP) |
| | ☐ Technical |
| | ☐ Cost |
| Verizo | on Response |
| Read | and understood. |
| 7. | BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery). |
| | Bid Opening Date and Time: July 13, 2016 |
| | Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130 |
| Verizo | en Response |
| Read a | and understood, per Addendum due date changed to July 27, 2016. |
| 8. | ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing. |
| Verizo | n Response |
| Read a | and understood. |
| 9. | BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification. |
| Verizo | n Response |
| Read a | and understood. |

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

Verizon Response

Read and understood.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

Verizon Response

Read and understood.

12. COMMUNICATION LIMITATIONS: Inaccordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

Verizon Response

Read and understood.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

Verizon Response

Read and understood.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

Verizon Response

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

Verizon Response

Read and understood.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

Verizon Response

Read and understood.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

Verizon Response

Read and understood.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

Verizon Response

Read and understood.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va.Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

Verizon Response

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W.Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

Verizon Response

Read and understood.

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1 -1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential, ""proprietary," "trade secret, ""private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Verizon Response

Section 2 – General Terms and Conditions

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

Verizon Response

Read and understood.

- DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested inthe Solicitation.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5 ."Purchasing Division;' means the West Virginia Department of Administration, Purchasing Division.
- 2.6 ."Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7 . "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8 ."State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Verizon Response

Read and understood.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on <u>July 1, 2016</u> and extends for a period of <u>One</u> year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-six months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired. Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional_ _successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months intotal. Automatic renewal of this Contract is prohibited. П One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year. Other: See attached. Verizon Response Read and understood. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

Verizon Response

4.

- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - \square Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall

| | | cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown. | | | | | |
|--------|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| | | Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. | | | | | |
| | | Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. | | | | | |
| | | | | | | | |
| Veriz | on Res | ponse | | | | | |
| Read | and un | derstood. | | | | | |
| 6. | purcha Contra Emerg increa Purcha the Ve | GENCY PURCHASES: The Purchasing Division Director may authorize the Agency to ase goods or services in the open market that Vendor would otherwise provide under this act if those goods or services are for immediate or expedited delivery in an emergency, rencies shall include, but are not limited to, delays in transportation or an unanticipated se in the volume of work. An emergency purchase in the open market, approved by the asing Division Director, shall not constitute of breach of this Contract and shall not entitle andor to any form of compensation or damages. This provision does not excuse the State alfilling its obligations under a One Time Purchase contract. | | | | | |
| Verizo | n Res | oonse | | | | | |
| Read | and und | derstood. | | | | | |
| 7. | REQU. Divisio | IRED DOCUMENTS: All of the items checked below must be provided to the Purchasing n by the Vendor as specified below. | | | | | |
| | | BID BOND (Construction Only): Pursuant to the requirements contained in W. Va.Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. | | | | | |
| | | PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value. | | | | | |
| | | LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material | | | | | |

| | | payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. | | |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | | MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. | | |
| | | INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder: | | |
| | | Commercial General Liability Insurance: In the amount ofor more. | | |
| | | Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract. | | |
| | | The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above. | | |
| | | LICENSE(S) I CERTIFICATIONS I PERMITS: Inaddition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division. | | |
| | | The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above. | | |
| Verizo | on Resp | oonse | | |
| Read | and und | lerstood. | | |
| 8. | WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request. | | | |
| Verizon Response | | | | |
| Read | and und | erstood. | | |
| 9. | an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety. | | | |
| Verizo | n Resp | onse | | |
| Read | and und | erstood. | | |

| 10. | LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | for |
| | This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. |
| Verizo | on Response |
| Read | and understood. |
| 11. | ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated. |
| Verizo | on Response |
| Read | and understood. |
| 12. | PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. |
| Verizo | n Response |
| Read a | and understood. |
| 13. | PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears. |
| Verizo | n Response |
| Read a | and understood. |
| 14. | PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked. |
| | Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services. |
| Verizo | n Response |
| Read a | and understood. |

I5. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Verizon Response

Read and understood.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

Verizon Response

As previously negotiated, the State agrees to pay the additional fees and charges specified in this Agreement. Verizon may add or adjust additional fees and charges in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All rates and charges are exclusive of applicable federal, state, local, and foreign, sales, use, excise, utility, gross receipts, value added, and other taxes, tax-like charges, and tax-related and other surcharges ("Taxes"), which the State must pay to the extent it is not exempt from such tax or surcharge. In the event that the State provides Verizon with a valid, duly executed exemption certificate, Verizon will exempt the State from Taxes in accordance with the law, effective on the date Verizon receives the exemption certificate.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

Verizon Response

Read and understood.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

Verizon Response

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

Verizon Response

Read and understood.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

Verizon Response

Read and understood.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

Verizon Response

Read and understood.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

Verizon Response

Read and understood.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Verizon Response

Read and understood.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Verizon Response

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

Verizon Response

Read and understood.

ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

Verizon Response

Read and understood.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

Verizon Response

Read and understood.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

Verizon Response

Read and understood.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

Verizon Response

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/ad.min/purchase/privacy/default.html.

Verizon Response

Read and understood.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret, ""private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Verizon Response

Read and understood.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

Verizon Response

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

Verizon Response

Read and understood.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

Verizon Response

Read and understood.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

Verizon Response

Read and understood.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (I) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

Verizon Response

Verizon takes exception and clarifies the following clause:

The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any third party claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract on behalf of Vendor; (2) Any third party claims or losses resulting to any person or entity injured or damaged the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used in accordance with contractor's users manuals and other written direction under the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

The defense and indemnification obligations set forth are contingent upon (1) the State providing the Vendor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the State granting the Vendor the right to control the defense of the same, and (3) the State's full cooperation with the Vendor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the State from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the Vendor on behalf of the State that includes obligations to be performed by the State (other than payment of money that will be fully paid by the Vendor under the sections above) without the State's prior written approval.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

Verizon Response

Read and understood.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

Verizon Response

Read and understood.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

Verizon Response

Read and understood.

| 40. | REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below: | | | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| | | Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc. | | | |
| | | Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.reguisitions @wv.gov. | | | |

Verizon Response

41. BACKGROUND CHECK: Inaccordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

Verizon Response

Read and understood.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

Verizon Response

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:

In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

Verizon Response

Section 3 – Additional Terms and Conditions (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

| Contractor's Name: | | | _ | | _ | |
|----------------------|------------|--------------|------------|------------------|---------------|----------|
| Contractor's License | No | | | | | |
| he apparent success | ful Vendor | must furnisi | h a conv o | f its contractor | r's license i | nrior to |

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.
- 3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

contracts the value of which is \$100,000 or less or temporary or emergency repairs.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

| | Verizon | Resp | onse |
|--|---------|------|------|
|--|---------|------|------|

Verizon understands. This Section is not applicable.

Section 4 – Addendum Acknowledgement Form



Verizon Response

Verizon understands. Refer to embedded document; refer to hard copy for signed document.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0212 SWC1600000012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| <u>Addendum</u> | Numbers | Received: |
|-----------------|-------------|-----------|
| (Check the l | how part to | ooob odda |

(Check the box next to each addendum received)

| | /] | Addendum No. 1 | Ţ |] | Addendum No. 6 |
|---|------------|----------------|---|---|-----------------|
| [| J | Addendum No. 2 | ĺ |] | Addendum No. 7 |
| [|] | Addendum No. 3 | 1 |] | Addendum No. 8 |
| ſ |] | Addendum No. 4 | [|] | Addendum No. 9 |
|] | J | Addendum No. 5 | [|] | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc.

Companyd/b/a Verizon Business Services

Authorized Signature

Marsha K Harrell

Senior Consultant
Contract Management

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

Section 5 - Request for Quotation

Session Internet Protocol (SIP) Trunks with Transport SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a statewide open-end contract for Session Initiated Protocol (SIP) Trunks with Transport. These services are intended to replace the current SIP services available from the MPLS07 contract which is set to expire June 30, 2016. A current inventory of services is included as Exhibit A. It should be anticipated that new locations may be requested. The State of WV also seeks additional functionality from the replacement services for the purposes of business continuance and cost efficiencies.

When vendor-hosted or bundled applications or services are sought by State Agencies, the services from this contract may not be appropriate due to the custom nature of those vendor-provided services. In those cases the State will procure SIP trunks with transport as part of those bundled application or service.

Verizon Response

Read and understood.

- 2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3 below and on the Pricing Pages.
- "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Pricing Sheet -Attachment A, and used to evaluate the Solicitation responses.
- 2.3 "SIP Trunks with Access/Transport (SIP Trunks)" means a Voice over Internet Protocol (VOiP) and streaming media service based on the Session Initiation Protocol which service providers deliver voice services and unified communications to customers equipped with IP-based premises equipment. For the purposes of this solicitation, the telecommunications transport necessary to deliver the services to the State must also be included.
- 2.4 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

Verizon Response

3. GENERAL REQUIREMENTS

Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

Contract Items must meet or exceed the mandatory requirements as shown below.

Verizon Response

Read and understood.

- 3.1 VENDOR QUALIFICATIONS
- 3.1.1 Vendor must have a minimum of eight (8) years of experience providing the proposed services to customers with networks of equivalent size and complexity as this bid.

Verizon Response

Read, understood and complies.

■ 15 years of experience designing, implementing, and supporting business grade.

VoIP Solutions

- We have industry-specific VoIP expertise in the healthcare, retail and finance industries;
- 36% of Fortune 1,000 Healthcare companies;
- Seven of the top 10;
- 28% of Fortune 1,000 Retail companies;
- Seven of the top 10;
- 49% of Fortune 1,000 Finance companies;
- Nine of the top 10.

We own, manage, and maintain our own VoIP network with demonstrated scalability:

- 70,000 active VolP sites;
- Nearly 6 million telephone numbers;
- 175,000 + telephone numbers (on average) ported onto VolP monthly;
- More than 5,000 customers around the globe;
- We were first-to-market with our innovative IP-enabled feature BEST.

We have been recognized with many VoIP-related awards highlighting our comprehensive VoIP portfolio and the value, innovation, solution design, and world-class service we deliver.

2016: Frost & Sullivan pleased to recognize Verizon as the Market Leader in the North American VoIP Access and SIP Trunking services market.

And, Verizon has been providing SIP services to the State of West Virginia since 2009.

3.1.2 Vendor must not have had a contract terminated for default during the past five (5) years. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance.

Verizon Response

To the best of our knowledge, there is no material or significant past or pending claims or litigation against Verizon which would impact the provision of Verizon products and services.

3.1.3 Vendor account team will be expected to participate in weekly status meetings to discuss order status, issues, and any other information regarding pending orders, expected orders, and the ordering process. The Vendor account team will also be expected to meet with the WVOT Billing team on as "as needed" basis to report on or reconcile contract, service, or billing issues.

Verizon Response

Read, understood and will comply.

3.1.4 The partnership between the State and the awarded Vendor is linked through the dedicated account team. In order to minimize misunderstandings and maximize effective communications of the State's goals and objectives, all contact with governmental and educational entities regarding the services under this contract must be done through the dedicated account team. Under no circumstances should an authorized reseller contact a governmental or educational entity as a representative under this agreement without prior consent from the dedicated account team and the State.

Verizon Response

Read, understood and will comply.

- 3.1.5 Vendor's Account Team shall consist of the following team members:
 - Account Manager -Responsible for overall account management including account team coordination, acting as primary point of contact, and serves as the corporate liaison for State, Education and Library issues.
 - Network Engineer (as many as required to adequately support customer base) Provide technical support for the network and assist with design and planning for special projects and/or changes in the network.
 - Service Manager -Serves as the primary escalation point for service and maintenance issues, communicates with the State regarding routine network maintenance that may affect the network, provides documentation for service and maintenance functions as well as critical or chronic problems in the network, and manages and reports on contract Service Level Agreements.
 - Project Manager Serves as the project team lead to migrate to and from this contract from previous contract and successor contract, as applicable.

Verizon Response

Read, understood and complies:

Account Manager (AM)

- Provides solutions from the Verizon product range to help enable the achievement of your business outcomes;
- Serves as the primary sales team interface working to grow the partnership and overall relationship between the State of West Virginia and Verizon.

Network Engineer

- Network Engineer will be your technical expert/architect and provides on-going technical engineering support as your network moves from the implementation into the operational maintenance phase;
- Verizon assigns a lead engineer (or additional engineers depending on the scope, network size and your requirements) to provide overall engineering oversight of your network, as well as perform engineering activities that are outside the scope of Standard Change Management activities;
- Assesses the technology including benefit evaluation of new vendor releases to verify network compatibility;
- Monitors, plans and recommends end of life remediation for network equipment;
- Recommends the network requirements, network design topology architecture and technology upgrades;
- Plans and manages the scalability, logical addressing, redundancy and capacity (logical and physical);
- Reviews the performance of the network and evaluates its efficiency (routing and topology);
- Provides engineering support for proof of concept prototyping and testing;
- Works with you to provide risk mitigation strategy, network impact analysis and proof of concepts for major changes;
- Develops network backup/contingency plans;
- Maintains Customer Network Design Documentation;
- Works with you to define requirements, designs, documents, and implements changes.

Service Manager

- Handles escalated service issues when you are dissatisfied with business as usual processes including updates/escalations via the Service Desk;
- Manages conference bridges (as applicable) and manages an Action Plan to restore service;
- Escalates and manages repair teams, carriers/third parties for remedial solutions;
- Handles escalated service issues on Managed Security Services;
- Provides Incident (RFO) Reports if required.

Project Manager

- Responsible for delivering the services agreed at the outset using resources and budget as defined in the Project Initiation Document (PID) and Statement of Works (SOW), aligned with your contracted deliverables;
- Oversees all aspects of project delivery and ensures progress and status is communicated and reviewed in accordance with the business expectations;
- Seeks your approval if any changes are identified in contractual/agreed approaches;
- Acts as your primary contact for all project activities;
- Delivers regular project dashboards and reports to stakeholders as defined in the communications plan;
- The Project Manager leads all Verizon activities in support of the project and is responsible for the final result. On completion of the project, the Project Manager hands off the project to the Service Program Manager who maintain the lifecycle support thereafter.
- 3.1.6 Vendor must comply with the requirements of the Universal Service Fund (USF) program.
 - E-Rate eligible entities utilizing the contract(s) resulting from this solicitation reserve the right to proceed with orders prior to receiving any funding commitments from the USF. They also reserve the right to proceed or not to proceed regardless of the outcome of USP funding commitments.
 - All services and products requested within this solicitation will be made available to schools, RESAs, consortia, and libraries statewide and therefore must meet all E-Rate guidelines for eligible services and products, service providers, and contracts.
 - The Vendor must prove eligibility for E-Rate by providing its Service Provider Identification Number (SPIN) in the appropriate field in the Pricing Section (Pricing Sheet - Attachment A).
 - The Vendor must commit to meet all required participation guidelines.

Verizon Response

Read, understood and will comply.

- 3.2 SIP TRUNKS AND TRANSPORT (SIP Trunks)
- 3.2.1 Vendor must provide two-way Public Switched Telephone Network (PSTN) access via SIP Trunks over secure private connections engineered for voice quality of service.

Read, understood and complies. Access to Verizon VOIP cloud requires an Access Circuit, PIP Port and Gold CAR (Expedited Forwarding Class of Service). The Gold CAR is configured based on the maximum number of concurrent calls expected and the codec used.

3.2.2 Vendor must provide private network handoffs via dedicated TI or Ethernet circuits.

Verizon Response

Read, understood and will comply.

3.2.3 Vendor's connection to the PSTN must meet the industry standard of 150 ms latency or less.

Verizon Response

Verizon read, understood and complies with the industry standard 150 ms standard. Further, Verizon's SLA uses a Mean Opinion Score (MOS) metric as calculated using the standards-based E-model (ITU-T G.107) to measure overall call quality. The E-model takes into account a wide range of telephony-band impairments including delay, jitter, loss, noise, codec conversion and echo.

3.2.4 Vendor's SIP Trunk services must be compatible with the State's IP-based voice systems - Cisco Unified Communications Manager (CUCM) 7.x and 10.x and with Skype for Business.

Verizon Response

Read, understood and will comply.

- 3.2.5 Vendor's SIP Trunks must provide comprehensive site coverage to meet the State's local and long distance IP-based calling requirements:
- 3.2.5.1 Must provide local telephone numbers in West Virginia

Verizon Response

Read, understood and will comply.

3.2.5.2 Must support inbound Automatic Number Identification (ANI)

Verizon Response

Read, understood and will comply.

3.2.5.3 Must support outbound custom telephone number and outbound custom name display

Verizon Response

Read, understood and complies with clarification. Verizon supports outbound custom telephone number through Alternate Caller ID. This custom number will be sent to the terminating provider. Verizon also supports outbound custom Caller ID with Name (CNAM). The custom name must meet the PSTN CNAM Database standards (maximum length, allowable words, etc.). However, CNAM is a function of the receiving end's provider. Verizon provides the custom name to the various third party database providers. It is up to the terminating provider to update their databases with the custom name.

3.2.5.4 Must provide load balancing capability between inbound and outbound traffic

Verizon Response

Read, understood and will comply.

3.2.5.5 Must support Dialed Number Information Service (DNIS) on 800 # toll free telephone services

Verizon Response

Read, understood and will comply.

3.2.5.6 Must support Vector Directory Number (VDN) service

Verizon Response

Read, understood and will comply.

3.2.5.7 Must include Direct Inward Dial (DID) feature and service

Verizon Response

Read, understood and will comply.

3.2.5.8 Must support rerouting of calls to an alternate site at the State's directive

Verizon Response

Read, understood and complies. State administrators can set up, manage and activate call forwarding options for individual numbers, groups of numbers or entire locations through the web based Integrated Administrative Console.

3.2.5.9 Must provide domestic outbound/inbound local, long distance and toll free IP-based services

Verizon Response

Read, understood and will comply.

3.2.5.10 Must support Caller ID

Verizon Response

Read, understood and will comply.

3.2.5.11 Must support 900/976 blocking

Verizon Response

Read, understood and will comply.

3.2.5.12 Must support xll services (currently 211, 411, 511, 611, 811, 911)

Verizon Response

Read, understood and will comply.

3.2.5.13 Must support Private Switch/Automatic Location Identification (PS/ALI) services for 911 calls

Verizon Response

Read, understood and complies. Verizon supports PS/ALI. However, PS/ALI database service must be contracted with a third party provider.

3.2.5.14 Must support Operator services

Verizon Response

Read, understood and will comply.

3.2.5.15 Must support G.711 and G.729 protocols

Verizon Response

Read, understood and complies. In addition, Verizon supports G.722 (HD Audio) and H.264 (MPEG-4 Video) for On-Net calls.

3.2.5.16 Must support T.38 FAX protocol

Verizon Response

Read, understood and complies. Verizon supports both T.38 and G.711 for FAX.

3.2.5.17 Must support local number portability

Verizon Response

Read, understood and complies.

3.2.5.18 Must support the ability to scale the number of simultaneous concurrent calls on a monthly or seasonal basis

Verizon Response

Read, understood and complies. Simultaneous calls can be scaled up (assuming available bandwidth) or down as needed.

3.2.5.19 Must support strict toll-fraud protection services to keep intruders from gaining access to the network

Verizon Response

Read, understood and complies. Verizon Sheriff offers network monitoring to for calls directed across the Verizon Network. This feature provides associated triggers to rise near real-time alarms when suspicious usage is spotted. Verizon Sheriff deploys a patented, rules-based expert system engine for detection of suspect activity. Verizon Sheriff monitors for numerous suspicion patterns including:

- Usage for individual authenticated IDs, phones, and entire PBX locations;
- Excessive single long duration login;
- "Hot" CLI/ANI Originations and Terminations;
- "Hot" IP Originations and Terminations;
- Excessive calling to known Toll-Fraud risk areas;
- Excessive duration of calls to Toll-Fraud risk areas.

This way of monitoring and pro-active notification is a powerful add-on to assist the State in detecting fraudulent usage.

3.2.5.20 Must include unlimited nationwide calling at no charge

Verizon Response

Read, understood and complies.

- 3.2.6 Vendor must provide the following interoperability:
- 3.2.6.1 Must support 1Pv4 addressing (RFC 791)
- 3.2.6.2 Must follow RFC 1918 for private IP addressing
- 3.2.6.3 Carrier grade NAT (RFC 6598) will not be accepted

- 3.2.6.4 Link-local IP Addresses (RFC 3927) will not be accepted
- 3.2.6.5. Multicast addresses (RFC 3171) will not be accepted
- 3.2.6.6 Must support SIP over TCP or UDP

Read, understood and complies.

- 3.2.7 Vendor must provide the following Quality and Reliability:
- 3.2.7.I Must support QoS tagging using IEEE 802.IQ-2011
- 3.2.7.2 Must not rewrite, mark, or re-mark any VLAN tags affixed to packets by the State, without the State's expressed consent
- 3.2.7.3 Must ensure Vendor does not impede the ability of the State to utilize 802.IQ-2011 tagging (Q-in-Q)
- 3.2.7.4 Must provide a minimum of one Class of Service (COS) marking per Ethernet service
- 3.2.7.5 Must support the capability to automatically failover or balance traffic between two different State locations
- 3.2.7.6 Vendor's network must provide a minimum of two (2) geographically diverse points from their network to support PSTN redundancy, both inbound and outbound. This requirement will permit the State to route inbound and outbound traffic through redundantly provisioned backup Vendor-provided Session Border Controller (SBC) High Availability (HA) Pairs serving the State's enterprise in the event of an outage on the primary Vendor-provided SBC HA Pair, or an outage affecting the State's facilities or equipment that necessitates secondary routing.

Verizon Response

Read, understood and complies. Verizon's network supports IEEE 802.1Q-2011. Verizon will pass VLAN tags through our network untouched. Verizon supports six classes of service – EF, AF4, AF3, AF2, AF1 and BE – and 30 different egress profiles that allow each circuit to be customized to meet the needs of that particular location.

Verizon supports failover between two customer locations (commonly known as 2CPE failover) at no additional charge. Once 2CPE failover is set up, if an incoming call request cannot reach the primary customer SBC IP address, calls will automatically be sent to the secondary customer SBC IP address at the designated failover location. Active calls are not affected if the primary customer SBC become unreachable after the call is set up. Outbound calls can be sent out the secondary location as long as the SIP header is manipulated to include a DID number assigned to the secondary location. This secondary DID number can appear in either the Diversion, P-Asserted-Identity, Remote-Party-ID or Referred-By headers. Note that the number presented in the "From" header will be the number that is used for Outbound Caller ID.

Each Verizon SBC is configured as High Availability Pairs in the data center. In the event that there is a local issue that affects that pair, the State can utilize a geographically diverse second HA pair through use of Verizon Alternate Route Recovery Services (VARRS). With VARRS, the State will have reserved capacity on a second HA pair. In the event of a failure of the primary

HA pair, the State's service will be automatically switched to the secondary HA pair until the primary pair is back in service.

- 3.3 ORDERING REQUIREMENTS
- 3.3.1 Vendor must work with the WVOT using the established Telecommunications Change Request (TCR) procedures for ordering and implementing these telecommunications services.
- 3.3.2 Vendor must have the capability to receive service orders from the State electronically and provide confirmation of receipt and subsequent order detail electronically to the State. The detail must include, at a minimum, the following data elements: 1) TCR #; 2) Date order received; 3) Customer name; 4) Customer on-site address; 5) Projected due date; 6) Circuit ID; and 7) Additional order detail. An example of the State's current TCR is included as Exhibit B, it may be modified slightly for SIP services.

Verizon Response

Verizon has read, understands, and will comply; as a long standing vendor and partner of the State, Verizon understands the requirements of the State. Verizon currently receives orders from the state by email and follows up with the requested data elements weekly.

- 3.4 BILLING REQUIREMENTS
- 3.4.1 Prior to award, the Vendor must identify a single point of contact for billing issues, disputes, or general questions and have an established process for resolving billing errors.

Verizon Response

Verizon has read, understands, and will comply.

3.4.2 If incorrect rates or quantities are discovered, these errors must be corrected prior to the next billing cycle, and must be credited back to the effective billing start date for that service. The customer shall reserve the right to withhold payment until corrections have been made and credit is received.

Verizon Response

Verizon will make every commercially reasonable effort to resolve the disputed amount within 60 days after receiving Customer's notice, but cannot guarantee.

3.4.3 Vendor cannot back-bill for a service beyond three (3) months.

Verizon Response

Verizon has read, understands and complies with the proposed three (3) month back-bill limitation requirement. In addition, Verizon requires any billing disputes and/or refunds also be limited to ninety days consistent with \$5A-7-4a(c) of the WV Code.

3.4.4 Vendor's bill must include, at minimum, the following data elements; billing month, billed entity name, customer name/account (if different from billed entity), service location, circuit identification, service period, itemized cost for individual billing components, itemized call detail, itemized cost for any one time or non-recurring charges, itemized cost for any surcharges and total cost.

The cost identified in the bill must match contract rates for the specified services. A uniform description of the circuit being billed that matches the description of circuits provided on the contract must also be included. The Vendor must provide a copy of its typical bill as part of this response.

Verizon Response

Verizon has read, understands, and will comply. Please reference the Sample Invoice(s) provided in Exhibit C of this proposal.

3.4.5 The Vendor's bill must show E-rate discounts, per Funding Request Number (FRN), on the bill for E-rate eligible entities.

Verizon Response

Verizon has read, understands, and will comply. The SIP E-Rate eligible entities included in this proposal will provide one FRN on the bill per Billing Account Number.

3.4.6 The Vendor must provide the billing information, at a minimum, provided in Exhibit C. WVOT recommends that you use this format/layout when submitting monthly billing.

Verizon Response

Verizon has read, understands, and will comply. Please reference the Sample Invoice provided in Exhibit C in this proposal.

- 3.4.7 The monthly bill provided to the State shall be an electronic version for the purposes of rebilling by the State. The following are the minimum requirements for this data.
- 3.4.7.1 The customer must be able to extract the data to specific file format (MS Excel and/or csv).
- 3.4.7.2 The Vendor's electronic bill must be received by the State within ten (10) business days of the end of the previous billing cycle. It should be understood that timely receipt of the Vendor's bill is directly correlated to timely payment of the Vendor's bill.
- 3.4.7.3 The Vendor must state any system requirements to operate the Vendor's billing software, if applicable.

Verizon Response

Verizon has read, understands, and will comply. Verizon will deliver the Basic Invoicing Package, both electronically, in .pdf format and via mail. Optional reporting is offered, in MS Excel format, via the Verizon Enterprise Center (VEC) portal.

3.4.8 The Vendor's billing cycle must be on a monthly billing cycle and must be consistent across all services. Services installed or disconnected for a partial month must be prorated based on the date the service is turned up or down relative to that monthly billing cycle.

Verizon Response

Verizon has read, understands, and will comply. Verizon will require a TCR disconnect request/order to be processed before invoicing on the discontinued service will stop. Billing on the disconnected service will stop on the Disconnect Effective Date. All new services will be billed on the service installation and acceptance date.

3.4.9 Services cannot be billed until they have been accepted as functional by the State.

Verizon Response

Verizon has read and understands. In connection with any new Service installation Verizon will perform appropriate tests to verify that the implementation was performed correctly and that the Service and associated Service components are operating normally and consistent with expected performance parameters. If Verizon's test results under this Section establish that a newly-installed Service or Service component is operating properly and in conformance with applicable performance parameters, and Customer fails to report otherwise within the acceptable "Acceptance Period", the newly installed, Service or Service component will be deemed to be accepted by Customer. Verizon will invoice Customer as of the time at which Verizon released the newly installed Service or Service component to Customer. If Verizon's tests establish that a newly-installed, Service or Service component does not perform properly or in accordance with applicable performance parameters, or Customer reports to Verizon within the Acceptance Period via a trouble ticket that such newly installed, Service or Service component is not performing in accordance therewith.

Verizon shall promptly commence and diligently pursue efforts to address such performance issue(s) and bring the affected Service or Service component into compliance with the applicable performance parameters. Upon completion of such efforts, Verizon shall release the affected Service or Service component to Customer, and it shall again be subject to the acceptance procedures set forth in this Section. If a Service or Service component is not accepted by Customer, a credit shall be issued for any monthly recurring charges billed by Verizon for the affected Service or Service component during the period commencing upon Verizon's release of the Service or Service component to Customer and ending upon Customer's rejection of the Service or Service component. The Acceptance Period for a newly-installed Service or Service Component shall be three (3) business days, after the later of Customer's receipt of Verizon notice aforesaid or release of the Service or Service component to Customer for testing and/or use.

Here is what you can expect for each installation:

1. A phone call from a Verizon representative shortly after submitting your order request to verify the following:

- The Verizon services ordered.
- b. Information for a knowledgeable local contact including name, address, phone number, and email. This person will need to provide access to the premises, telecommunications closets, and other network facilities at the location.
- 2. We will then perform a remote or a physical site survey of your premises.
 - a. If a physical site survey is NOT required, a Verizon order manager will contact you to discuss installation and service activation.
 - b. If a physical site survey IS required, a Verizon technical representative will schedule one with the local contact.
- 3. We will provide the local contact with your site responsibilities, including space, power, and cabling path requirements.
 - a. The local contact must verify receipt of these "room ready" requirements and provide Verizon a date on which they will be completed.
 - Verizon will respond with a committed delivery date based on the site readiness date.
- 4. The local contact will prepare the site for service installation. This responsibility includes:
 - a. Providing adequate, secure space for service equipment.
 - b. Providing power levels for the circuit and equipment as communicated by Verizon.
 - c. Providing a conduit and cabling path within the building to the designated installation space.
 - 5. The local contact must notify Verizon when the site is ready, or if there are any delays in room preparation.
 - If the site is deemed not ready by Verizon, service installation and activation will be delayed.
 - Verizon will dispatch the installation team(s).
 - The local contact must ensure that technicians have access to all on-premises wiring and space locations.
 - 7. Following the physical installation, please notify your Verizon order manager to complete service activation.

3.4.10 Services must be disconnected by the Due Date on TCRs submitted for disconnection. No billing can occur after this date.

Verizon Response

Verizon has read, understands and will comply. Once the TCR is received from the State of WV, Verizon will place the disconnect order and the service will stop billing. All order details will be communicated to the State of WV.

3.4.11 If the Vendor has multiple contracts with the State of West Virginia, the Vendor must provide separate billing for each contract.

Verizon Response

Verizon has read, understands, and will comply.

3.4.12 If requested by an applicant, service providers must use the Service Provider Invoice (SPI) method for invoicing the applicant. It is understood that should a provider extend this service to an applicant, that the applicant will be responsible for the discounted portion of those invoices should E-Rate funding be denied; however, applicants will not be responsible for any discounted portion that is the direct result of negligence or error in the SPI invoicing process on the part of the service provider.

Verizon Response

Verizon has read, understands, and will comply.

3.4.13 Inbound and Outbound call channels must be unlimited and billed monthly based on call volume occurrence.

Verizon Response

Read, understood and complies. See pricing sheet in Attachment A.

3.4.14 Vendor must agree not to hold the State of WV or its Agencies responsible for the payment of any charges determined to be unauthorized or fraudulent by the State of WV and its Agencies.

Verizon Response

The State of WV or its Agencies has 90 days to dispute any unauthorized or fraudulent charges.

- 3.5 INSTALLATION REQUIREMENTS
- 3.5.1 Vendor must port existing telephone numbers at no expense to the State.

Verizon Response

Verizon has read, understands, and will comply.

3.5.2 Termination points will be specified by the State. The Vendor must be capable of extending the circuit to the desired location behind the minimum point of entry. The additional cost for this service must be provided in the Pricing Sheet - Attachment A along with the identification of whether the Vendor or a subcontractor will be providing this extension.

Verizon Response

Verizon has read, understands, and will comply.

3.5.3 Vendor's installation services must include all required products and services needed to install a functional service. This includes planning/engineering, termination, cross-connects, splices, terminating hardware setup, programming, mounting, and related documentation.

Verizon Response

Verizon has read, understands, and will comply.

3.5.4 Vendor must comply with all applicable codes, licenses, certifications, and standards in the State of West Virginia as it relates to the proposed installation services.

Verizon Response

Verizon has read, understands, and will comply.

3.5.5 Vendor must perform adequate testing after installation services are performed to ensure services are operating properly when turned up for the customer. The Vendor may be required to provide documentation of test results if so requested.

Verizon Response

Verizon has read, understands, and will comply.

- 3.6 SUPPORT REQUIREMENTS
- 3.6.1 Vendor must provide a telephone support center(s) that is available 24 hours a day and 7 days a week and accessible via a toll free number. The support center must 1) provide advanced technical expertise, 2) be staffed with resources that are proficient inspoken and written English, 3) maintain and take responsibility for trouble tickets reported by the State of West Virginia customers until those troubles are resolved and 4) provide a tiered support escalation process.

Verizon Response

Verizon has read, understands and will comply.

Customer Service Centers

The Customer Service Centers are an integral part of the customer's support team and are available 24/7. They serve as one entry point for customers to report maintenance problems, obtain updates on trouble tickets, or request escalations. English is the standard language used by Customer Service Center personnel. Proactive status updates will typically be provided by the MNSO team owning the resolution of the reported trouble, with periodic assistance from the regional Customer Service Center.

Region Number

Americas United States: 1 (800) 287-4205

The vast majority of managed network incidents are proactively detected and ticketed by the managed services NOCs. However, occasionally, customers may encounter latency or routing issues that are not detected by the IMPACT platform. In those situations, customers will call a toll-free number to report service problems to Customer Service. Customer Service representatives will refer customer-initiated tickets to the NOCs by using circuit profiles built into the ticketing system. Once a ticket gets into the appropriate NOC's queue, it is handled the same way as a ticket opened by Verizon Business.

Repairs

The Repairs application is found on the Verizon Enterprise Center (VEC) under the Repairs tab. It is completely web-based, offering a simple yet robust electronic ticketing tool and a circuit testing tool that enables users to initiate their own circuit monitoring and loop-back testing. Subscribers can open, track, or update tickets for a broad range of products in the Verizon Wireline product set.

The Repairs application enhances our customers' visibility and control over the trouble process and other backend systems. Customers can use this application from their own desktops, smartphones, and tablets to manage the trouble process without calling into the Verizon repair centers. Customers may also set up notification rules to get emailed or paged, or receive a desktop alert pop-up, when certain ticket conditions have been met. For users interested in an online tool that does not require logging in, Quick Functions on the Verizon Enterprise Center login page provides users with the capability to create, status, and update tickets without logging in. Verizon customers can create a ticket online using Create Repair Ticket, enter their service identifier (phone number, circuit ID, etc.) and the associated address or account number for verification. An email status notification is sent to the primary ticket contact with a link to Quick Status Ticket Details where they can add comments*, make online requests*, and modify the rules for their email notifications*.

The customer has two online options available for reporting your repair issue – Verizon Enterprise Center Repairs and Quick Functions, by desktop, laptop, Smartphone, or Tablet. Both tools enable you to create, status, and update repair tickets online. Email status notifications have links to these tools which provides the user flexibility to access the online tool when they want to read more of the activity log on the ticket, or communicate back to the technician working the ticket.

3.6.2 Vendor must provide telephone response to customer problems in one (1) hour or less and provide onsite support (when required) in twenty-four (24) hours or less.

Verizon Response

Verizon has read, understands and will comply.

You will benefit from our veteran service professionals, who together with Verizon field service representatives, account teams, provisioning, engineering, technical support experts and others, comprise a powerful team totally dedicated to your satisfaction.

As part of our commitment, we hold ourselves to high standards in terms of the quality and timeliness of the service we provide. Following are some primary examples:

| Service Function | Service Element | Service Standard Target | | |
|--------------------|------------------------|-------------------------|--|--|
| Call Handling | Average Answer Time | 30 seconds | | |
| Trouble Management | Average Answer Time | 30 seconds | | |
| | Average Time to Repair | 4 hours | | |

3.6.3 The Vendor should provide a web portal with real-time access to network utilization, latency and packet loss with reporting capabilities.

Verizon Response

Verizon has read, understands and will comply.

The Repairs application is found on the Verizon Enterprise Center (VEC) under the Repairs tab. It is completely web-based, offering a simple yet robust electronic ticketing tool and a circuit testing tool that enables users to initiate their own circuit monitoring and loop-back testing. Subscribers can open, track, or update tickets for a broad range of products in the Verizon Wireline product set.

In addition, today more than 9,000 employees staff 13 Verizon consumer multicultural sales and solution centers in various parts of the country, communicating with customers in their native languages.

The State of West Virginia will be supported either through our Cary, North Carolina Network Operations Center (NOC) as they are today or our Ashburn, Virginia NOC.

The NOC is fully and professionally staffed 24 hours a day, 7 days a week which provides you proactive monitoring of the network around the clock. All dedicated connections are checked every five minutes to make sure they are performing properly. In the event of a problem, you will be promptly notified by a mutually agreed upon method. If you identify a problem on your own, the NOC is available 24x7 to troubleshoot the issues with you.

The initial triage of a fault is generally conducted thru automated systems that access devices in or out-of- band, as well as conduct testing of circuits. The results of the automation routines are presented to first-level engineers who review and follow established troubleshooting guidelines for further diagnostics. Whether a problem is software- or hardware-related, the first-level engineers are trained to resolve most network issues. However, if the first-level engineers need technical assistance beyond their scope and expertise, they are supported by second- and third-level teams who provide more advanced technical support. Once a ticket is generated, the NOC

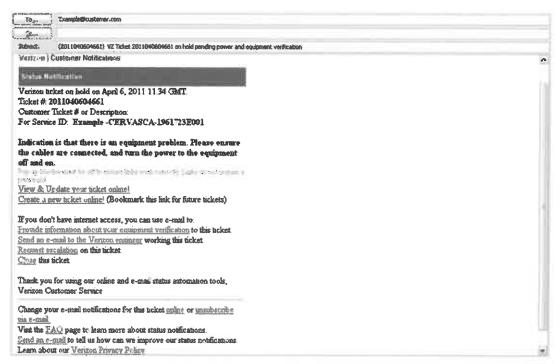
maintains end-to-end ownership and accountability of the fault resolution process. The NOC engineers would engage the necessary internal support groups, local-exchange or international carriers, and/or third-party vendors. Generally speaking, a single engineer is empowered with the knowledge, access, and training needed to drive a given issue to resolution.

Not only are our facilities designed for survivability, but we also take physical security of our facilities very seriously. For the safety of employees, customers and visitors, Verizon facilities are staffed 24x7 with a security task team. The security task team is responsible for video surveillance of our parking facilities, entry, and exit points, and each floor within the facilities. In addition to having a security task team, each employee is issued a Verizon identification badge, which is specifically coded with levels-of-access information and a parking pass. Each employee must "badge into" the main access point and then badge in again when accessing specific floors. Record logs are kept, tracking employees' access into the facilities.

Trouble Ticketing

Once the fault has been logged in Verizon's global trouble ticketing system, Enterprise Ticket Management System (ETMS), the customer will be given a fault reference number referred to as the Trouble Ticket number. This is a 13- digit number with the following format "YYYYMMDD12345" which should be quoted in any subsequent communications with Verizon relating to the fault or its resolution.

Trouble Tickets are opened within 15 minutes of a performance-impacting network event and a pro-active Status Notification email will be issued to the customer stating the notice of the Trouble Ticket number and a preliminary diagnosis of the problem. Please see figure below for an example Status Notification email.



During the problem resolution process, the customer will receive periodic updates on the status of the problem. Depending on the symptoms of the problem, Verizon will assign a priority to the Trouble Ticket where specific target restoration times apply, according to priority.

Verizon Enterprise Center (VEC)

Verizon Enterprise Center can give the State access to critical information and resources on demand.

Do more with less. Manage costs. Work smarter. We've designed your customer portal, the Verizon Enterprise Center, with these goals in mind. The comprehensive management tool can help you make the solutions you use work more efficiently, save time, and control costs.

In addition to your network management tools and ability to view and pay bills, the Verizon Enterprise Center is packed with the information you need, including news and resources on the latest solutions and industry trends. With the Verizon Enterprise Center, you can stay one step ahead.

The State can conveniently manage your Verizon accounts from a smartphone or tablet to keep your business running at peak levels while on the go! You can create and view repair tickets; view order status and bill summaries.

The State can also manage your Verizon accounts on your own terms with the new My Verizon Enterprise mobile app. This app allows you to log in, check and manage account details from your mobile device. Simply visit Google Play or The App Store and search for the My Verizon Enterprise mobile app. Once found, you can download and open the app, which then launches a Quick Task or allows you to access the business portal for more management options. Access to online functions will vary based on your assigned user role and customer type. Accessing the Verizon Enterprise Center from a mobile device or tablet will not provide the same options as the desktop version.



Verizon Enterprise Center

Account Management:

Manage your existing lines and account.

Orders

- Place orders, Status orders, Make Service changes for your solutions;
- Order the latest devices and activate or upgrade, update user information, and change plans including suspend lost or stolen devices;
- Ability to do moves, adds, changes or deletes to your service.

Invoices

- Receive email notification when your invoice is ready;
- View, analyze, download, print and pay invoices online for current and past bills:
- Receive your online invoice sooner than your paper invoice and up to seven years of historical invoices available online;
- Customize daily call records views to monitor, trend and analyze usage;
- Standard and custom reports to analyze usage and trends to help you control costs;
- Create and status a bill inquiry without signing in through Quick Functions on the home page or sign-in for more details;

Choose to join other customers by going paperless and reduce your storage costs and keeps businesses organized by having information in one place. In fact, we are sending 73% less paper pages thanks to our customers choosing online billing.

Repairs

- Create, view and status tickets via desktop, email, smart phone or tablet;
- Run a circuit test or line test to quickly identify a problem;
- Review performance reports and set up ticket status notification.

Cloud and IT Solutions

Learn how you can leverage our IT and cloud expertise to better manage your infrastructure, applications, and backup services.

Security

Access to Verizon Enterprise Solutions experts and expertise around the globe.

Network Tools

Make informed decisions about your network fast. Our comprehensive Verizon Enterprise Center Dashboard application offers access to performance statistics from the enterprise to the Permanent Virtual Circuit (PVC) level—enabling you to track managed service implementation, project and ticket status, inventory and worldwide service location topology, and order provisioning status across domestic and global networks. Managed WAN Optimization customers can utilize this portal to help increase performance, decrease latency and improve overall application efficiency.

Dashboard

Service Management Dashboard (SMD) is a self-service network management tool in Verizon Enterprise Center that provides customers visibility into their near real-time Verizon inventory and its associated incident tickets, alarms, maintenance events as well as service and change requests.

Private IP Network SLA Statistics

Private IP Network SLA Statistics

Verizon Enterprise Solutions is constantly measuring the performance metrics of its Private IP network utilizing a variety of tools. Following are the actual performance measurements for the past 12 months:

How is the data collected?

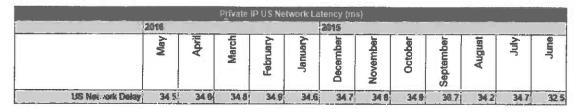
US Network Delay is calculated by measuring round trip transit delay between Verizon Enterprise Solutions-designated backbone network nodes across the contiguous US PIP Network and averaging the results over a thirty day period.

Network MOS is calculated by sampling performance scores for the EF traffic class, using the standards based E-model (ITU-T G.107), between Verizon Enterprise Solutions-designated backbone network nodes in each specific region and averaging the results over a thirty day period.

What are our targets?

The US Network Delay Service Level Standard is 36ms roundtrip or less using 64-byte packets for measurement. The network monthly average MOS performance for EF traffic is a minimum of 4.0.





| | E) | ivate IP # | letwork N | fean Opir | lion Sco | HE (MOS | 1) | | | e e e e e e e e e e e e e e e e e e e | | |
|-------------------|-------------|------------|-----------|-----------|----------|----------|----------|---------|-----------|---------------------------------------|------|----------------------|
| | 2019 | | | | | 333 | | | | | | |
| | May | April | March | February | January | December | November | October | September | August | July | June |
| US Network MOS: | 4.41 | 4 41 | 4.4% | 4.41 | 4 39 | 4 35 | 4 39 | * | | - | J - | |
| EMEA Network MOS | 4.41 | 4.41 | 4.47 | 4.41 | 4 33 | 424 | 4.24 | - | | -1 | - | in spirit strengthan |
| APAC Network MOS. | 4.41 | 4.41 | 4.41 | 4.41 | 4.37 | 4.36 | 4.36 | - | -1 | -1 | - | ****** |

- 3.6.4 The severity of the issue/support problem shall determine the average problem resolution response time under the contract as follows:
- 3.6.4.1 Severity Level 1 shall be defined as an urgent situation, where the customer's services are out of service and the customer is unable to use/access the network. The Vendor shall resolve Severity Level I problems as quickly as possible, which on average shall not exceed two (2) business hours. If repair inside the 2 hour window is not feasible, then regular 2-hour updates are required.
- 3.6.4.2 Severity Level 2 shall be defined as significant outages and/or repeated failures resulting in limited effective use by the customer. The service may operate but is severely restricted (slow response, intermittent but repeated inaccessibility, etc.). The Vendor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed four (4) business hours. If repair inside the 4-hour window is not feasible, then regular 4-hour updates are required.
- 3.6.4.3 Severity Level 3 shall be defined as a minor problem that exists with the service but the majority of the functions are still usable and some circumvention may be required to provide service. The Vendor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed ten (10) business hours. If repair inside the 10-hour window is not feasible, then updates are required at the start of the next business day and every day thereafter until repairs are complete.

Verizon has read, understands and will comply.

Tickets are assigned a severity level upon creation. This severity level indicates the extent of the event and the effect it has on the customer's service and is used to determine the resources allocated for resolving the ticket, time frames for resolution and escalation matrix. Please see below for Priority Level descriptions:

| Priority | Description | | | | | |
|------------------|-------------|----------------------------------------|--|--|--|--|
| Priority 1 | | Complete loss of service; | | | | |
| (Service Outage) | | Customer is unable to use the circuit; | | | | |

| Priority | Description |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | The service is degraded to the extent where the customer is unable to use it and is prepared to release it for immediate and continuous testing. |
| Priority 2 (Degraded Service) | The customer is able/still wants to use the circuit and is not prepared to release it for immediate testing; |
| , | All quality type issues like error rate, package/cell loss, and slow response times; |
| | Calls to a specific area/and or number range fail (Indirect/Direct Voice); |
| | ■ Indirect Switched Voice – more than 50% of calls failing; |
| | Destination faults. |
| Priority 3 (Minor Service) | Quality issues that threaten the performance of the service including Scheduled Maintenance. Voice services – Single number destination problem, all quality type issues such as 'one-way audio', noise or call cut-off. |
| Priority 4 | Assistance request, customer requests – Access arrangements |
| (Assistance Request) | for Co-locate services, technical assistance when it is not directly incident related, tests on equipment or verification of connectivity; |
| | Non-service affecting customer request for an 'Incident Report' on a Priority 1 incident that has been handled by the Customer Service Center; |
| | ■ Wholesale Standard Routing (WSR) ASR Issues. |

Priority Level Descriptions

3.6.5 Vendor must contact the State engineering points of contact by phone within 30 minutes of a network outage that affects multiple circuits on the State's network. This verbal notification must be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the problem, the estimated time for recovery, and the steps taken or to be taken to attempt to prevent a reoccurrence.

Verizon Response

Verizon has read, understands, and will comply.

3.6.6 Vendor must provide both verbal and written notification a minimum of ten (10) days in advance of any planned upgrades, modifications, etc. that may affect the State customers to all State engineering points of contact.

Verizon Response

Verizon has read, understands and will comply.

All planned maintenance (e.g., software upgrades, hardware introduction etc.) has varying levels of customer impact or no impact at all.

In cases where a customer impact will be experienced, by policy, all customers are to be notified via their account teams or directly that the maintenance event occur a minimum of 12 business days in advance. Approvals for all maintenance are conducted by the management of the requesting organization. We review all maintenance requests against the ongoing list of sensitive customer lists and ensure the request is in compliance with customer SLAs.

| | 12 Business Days | 48 Hours | | | | | | |
|---|----------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------|--|--|--|--|--|
| | Minimum advanced lead time required for service-affecting maintenance activities greater than 50 milliseconds; | • | Minimum advanced lead time required for non-service affecting maintenance activities; | | | | | |
| • | Allows for 2 days administrative processing time; | • | Events causing an impact of less than or equal to 50 milliseconds. | | | | | |
| • | Allows for compliance to the 10-business day advanced notice to customers per SLAs. | | | | | | | |

For standard maintenance requests that may or may not affect customers, the standard notification process requires either a 12 business days or 48 hour customer notification depending on the potential impact to the network or a specific customer(s). Except under certain emergency situations, all maintenances are conducted during our standard maintenance window periods. In all cases, the execution of the maintenance requires the following:

- Maintenance notifications are published and receive appropriate approvals;
- Maintenance is restricted under most scenarios during the standard maintenance window periods noted above.

The technician or engineer conducting the maintenance must have a Verizon engineering approved method of procedure with back out plan that has been lab tested.

3.6.7 Vendor will be required to participate in regular customer status meetings with the State engineering contacts during the implementation and migration phases of the resulting contract as well as ongoing contract management meetings to review new service issues, plan and coordinate network upgrades, and report on progress related to active network issues.

Verizon Response

Verizon has read, understands, and will comply.

- 3.7 SECURITY REQUIREMENTS
- 3.7.1 Vendor shall be responsible for the physical and cyber security of the network infrastructure that provides transmission services to the customer.
- 3.7.2 Vendor shall be responsible for resolving all security vulnerabilities that may affect equipment or transmission services provided to the customer.



- 3.7.3 Vendor's policies, services, processes, or employees cannot create conflicts with the customer's standard security policy requirements. In the event of a standard security policy conflict, the customer's policy will be upheld. (Policies available at http://www.technology.wv.gov)
- 3.7.4 Vendor must support customer evaluation of security incidents and compliance verification evaluations, as deemed necessary by the customer.
- 3.7.5 The Vendor must have an established and documented policy governing personnel security to include the validation of employee trustworthiness.

Verizon has read, understands, and will comply.

Verizon VoIP uses a layered security model, acknowledging that effective security procedures are required at each level.

Physical Access security is where security begins. At Verizon, all our data centers require secure key access and are accessible to Verizon–authorized staff only. This policy is strictly enforced.

The VoIP data centers use best of breed server platforms, which are selected to meet the strict high capacity and throughput requirements of Verizon's VoIP infrastructure. All network equipment (routers and firewalls) is hardened and all unnecessary services are disabled or removed. Access control policies are used to deny suspicious traffic.

The SIP proxy servers are protected by redundant firewalls, which include features such as network attack detection, DoS and DDOS protections, TCP reassembly for fragmented packet protection, malformed packet protections, deep inspection firewall, protocol anomaly and stateful protocol signatures.

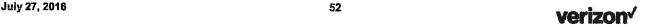
Session Border Controllers (SBCs) are used to provide security and improve the flow of VoIP traffic across the borders of various interconnected IP networks.

Access to the Verizon VoIP network will be provided by Private IP (PIP) – Verizon's Layer 3 VPN service. PIP provides routing separation from all other VPNs; the Agency's traffic will be isolated from all other PIP customer traffic. PIP is also isolated from the public Internet.

Verizon is responsible for all security aspects of the Verizon VolP network. The Agency is responsible for all security aspects of the customer network including the Session Border Controllers.

Verizon has established personnel security policies that include pre-employment screenings and compliance responsibilities outlined in the Verizon Code of Conduct. As necessary and appropriate, employees are subject to additional background checks post-employment.

Verizon facilities are staffed 24x7 with a security task team designed to ensure the safety of employees, customers and visitors. The security task team is responsible for video surveillance of our parking facilities, entry and exit points for the overall, and each floor with in the facilities.



All access to this network is limited through the Verizon internal private data networks; and, access is securely monitored and guarded so that only authorized personnel are able to access the internal Layer 3 network. A very limited number of trained technicians have access to the network provisioning system for initiating changes to configurations on the customer's behalf.

Below is an overview of some of the mechanisms Verizon uses to secure the Verizon MPLS network:

- Data Center employees are unable to access network equipment via console access.
 Other groups are responsible for equipment configuration;
- Two–factor authentication is necessary to access network devices;
- Each login must be traced back to an individual. No group logins;
- Security administration level passwords must be reset whenever administration responsibilities are transferred.

Verizon is committed to hiring employees who meet the requirements and qualifications of the position for which they are applying. In support of this commitment, Verizon has established an employment background investigations process to verify information provided by applicants who are extended a conditional offer of employment. The results of these employment background investigations are utilized in the hiring and employment decisions made by Verizon.

Background investigations will be conducted for all new hires and/or when required for employees who work on U.S. Federal or State government contracts as well as specific customer contracts. For those applicants or employees who must receive a security clearance to perform their job duties, the receipt of such security clearance designation shall satisfy the requirements of this background investigation policy for such applicants or employees, except as otherwise required by Verizon or government contract. Verizon will conduct background investigations in compliance with applicable law and regulation, including, but not limited to, the Fair Credit Reporting Act.

Background investigation results are valid for one year from the date of the report's completion. Former Verizon employees who passed a background investigation during their employment and who are rehired more than one year following their termination date are required to undergo a new background investigation. Former Verizon employees who did not undergo a background investigation during their employment and who are rehired at any time following their termination date are required to undergo a background investigation.

The background investigation will be comprised of the following components, unless prohibited by law: criminal history, employment history, educational verification, and social security number verification (US only). Driver's license status and driving record are checked when candidates are required to drive a Company or personal vehicle in the regular performance of their duties.

Verizon considers the results of background investigations in making its hiring or rehiring decisions. Additionally, in those instances when an employee undergoes a background investigation pursuant to a government or customer contract requirement, Verizon may use the results to evaluate an employee's suitability for continued employment. To the extent that Verizon uses background investigation results as a basis for making an adverse employment decision (e.g., a no-hire or a termination decision), the Company shall provide any required legal notices to applicants or employees in connection with such decision.

| BI Components | B) Parameter | When Required |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Criminal History | Felony and misdemeanour convictions within the country, state or county of residency, education and employment (including military service) for the previous seven (7) years. Current status of pending criminal charges and outstanding warrants. Status of current participation in a pre-trial probation or alternative rehabilitative program. | Always |
| Driver's License Status and Driving Record | Validity and current status of driver's license. Driving offenses and moving traffic violations for the previous three (3) years. | When the job position requires driving a Company or personal vehicle in the regular performance of duties. Talent Management will request record search when required. |
| Employment History | Previous five (5) years of employment and military service are verified. | Always |
| Educational Verification | Verification made of the highest diploma or degree earned. When necessary, licenses and certifications are verified. | Always |
| Social Security Number (US) and Other National Identification Number | Determine names to which Social Security Number (US) and Other National Identification Number is | Always (U.S. and some International) |

| BI Components | BI Parameter | When Required |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Verification | attributed. | 3" |
| International Search | Applicants relocating directly from one country to another country will be subject to background search in their country of residency. | When the applicant has resided in the country for less than one year |

- 3.8 PERFORMANCE REQUIREMENTS
- 3.8.1 NETWORK AVAILABILITY -Vendor's service must be available twenty-four (24) hours per day, three hundred sixty-five calendar days per year.
- 3.8.2 Network Availability Service Credit -Vendor must provide Network Availability Service Credit as follows:

Defined as the percentage of total hours or partial hours during a calendar month that the services are available to the customer. Services shall be deemed to be unavailable when an outage is officially recorded with the Vendor because the customer does not have the ability to transmit or receive packets by means of the Vendor's services. The total outage should be deemed to be the length of time during which the services are unavailable to the customer beginning with the official notification and ending upon restoration of the service and notification to the customer. Outage minutes will not apply to scheduled maintenance activities, problems caused by the customer, or for reasons of Force Majeure or other causes beyond the reasonable control of the provider. When service is interrupted for four hours or more, a credit will be calculated and will be issued to the State entity experiencing the outage as follows. A month is considered to have 720 hours (24 hours * 30 days). Credit should be calculated based on the monthly rate for the service multiplied by the ratio of the number of hours of interruption to 720 hours.

Verizon Response

Read, understood and complies. Verizon offers the following performance Service Level Agreements (SLAs) covering Time To Repair (TTR), Network Availability, Jitter and Mean Opinion Score (MOS) to those Verizon VoIP customers who use Verizon's Internet Dedicated Service or Private IP Service for transport. No SLA credits will be given if an SLA standard is not met due to reasons of force majeure.

Time To Repair (TTR) Service Level Agreement

The VoIP Time to Repair (TTR) SLA provides that Priority One (PTY 1) tickets will be resolved in four hours or less. PTY 1 tickets are categorized as a "hard outage" where there is complete ioss of VoIP Service or severe service degradation that results in Customer's inability to receive any inbound calls and/or complete any outbound calls from a given location using Verizon VoIP and Customer is prepared to release its Service for immediate testing. "Time to Repair" is defined as time taken to restore end-to-end Service during a Hard Outage based on trouble ticket time. Unavailable time starts when Customer opens a trouble ticket with Verizon

Customer Support and releases the Service for immediate testing. Unavailable time stops when the service is again available to the Customer.

Priority 1 (PTY 1) outages resulting from any of the following are not subject to the TTR SLA:

- Force majeure (as noted above);
- Verizon Internet Network maintenance:
- Customer-ordered third-party circuits;
- Inappropriate Service configuration change(s) made by or through Customer at the Verizon Enterprise Center web-site;
- Customer Premise Equipment including, but not limited to, Customer-provided PBX, black phones, SIP phones, firewalls, Router/modem and/or Analog/Ethernet Adapter;
- Acts or omissions of Customer or its users, or any use or user of the Service that is authorized by or enabled through Customer but outside the scope of Customer's service.

In addition, the TTR SLA does not cover "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Verizon, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Verizon from completing the trouble diagnosis and service restoration; (b) Verizon being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Verizon calls to close a trouble ticket or verify service restoration, (e) any other act or omission on the part of Customer; or (f) down time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Credit Process

To receive a credit for missed TTR, Customer must submit their request within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Business VoIP TTR Credit Request Form, and provide all required information (e.g., account number). Customer is responsible for tracking the time (on trouble tickets) that any unit of the Service is unavailable. If Verizon Customer Support confirms Customer's request (i.e., that the TTR threshold was missed), then Customer shall receive a credit to its account equal to one day's share of the Verizon VoIP Service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the missed TTR threshold. For VoIP Service provided on an A La Carte basis, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable MRC for the related Internet Dedicated Service or Private IP Service under the related Service Agreement. No credits will be given with respect to units of the Service that are not affected by the missed TTR threshold. Customer may receive multiple TTR SLA credits in a given month.

Network Availability Service Level Agreement

The VoIP Network Availability SLA provides that Verizon's contiguous U.S. Internet Network (for purposes of this Network Availability SLA, the "Network") will be available at least 99.9 percent of the time as measured on a monthly basis by trouble ticket time. The Network is considered not available for the number of minutes that a trouble ticket shows the Network was not available to Customer. The unavailable time starts when the Customer opens a trouble ticket with Verizon Customer Support and releases the service for immediate testing. The unavailable time stops when the applicable Network or access circuit trouble has been resolved and the Service is again available to Customer.

The VoIP Network Availability SLA does not include unavailability resulting from:

- Force majeure (as noted above);
- Verizon Internet Network maintenance;
- Customer-ordered third-party circuits:
- Inappropriate Service configuration change(s) made by or through Customer at the Verizon Enterprise Center web-site;
- Customer Premise Equipment including, but not limited to, Customer-provided PBX, black phones, SIP phones, firewalls, Router/modem and/or Analog/Ethernet Adapter;
- Acts or omissions of Customer, or any use or user of the service that is authorized by or enabled through Customer but outside the scope of Customer's Service;
- "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Verizon, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Verizon from completing the trouble diagnosis and service restoration; (b) Verizon being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Verizon calls to close a trouble ticket or verify service restoration, (e) any other act or omission on the part of Customer; or (f) down-time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Customer must open a trouble ticket with Verizon Customer Support while it is experiencing a service problem. The calculation of unavailable time is based on trouble ticket times. Should Customer have multiple locations detrimentally affected by an outage, one ticket can be submitted; however, the individual locations affected should be identified in the original ticket.



Credit Process

To receive credit for unavailability of Network, Customer must request it within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Enterprise Solutions VoIP Network Availability Credit Request Form, and provide all required information (e.g., account number). Customer is responsible for tracking the time (on trouble tickets) that any unit of the Service is unavailable due to Network unavailability. If Verizon Customer Support confirms the validity of Customer's request (i.e., that the Network Availability SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the Verizon VoIP service monthly recurring charge ("MRC") specified below for each unit of the Service affected by the failure to meet the SLA standard, multiplied by each whole hour that the affected unit of Service was unavailable due to Network unavailability. For VoIP Service provided on an A La Carte basis, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable MRC for the related Internet Dedicated Service or Private IP Service under the related Service Agreement. No credits will be given with respect to units of Service not affected by the unmet SLA.

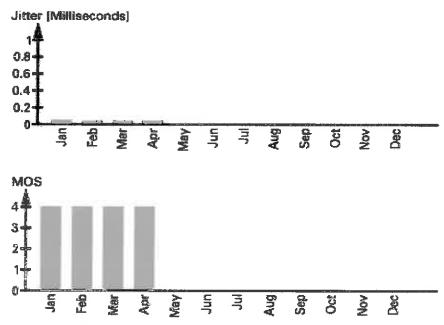
Jitter and Mean Opinion Score Service Level Agreements

Jitter, also known as delay variation, is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss, which detrimentally affects voice quality. The VoIP Jitter SLA provides that Verizon's contiguous U.S. Internet Network monthly jitter performance will not exceed 1.0 millisecond. Performance is measured by periodically collecting data across the contiguous U.S. Internet Network, from which a monthly average is derived.

Mean Opinion Score of: Mean Opinion Score is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The VoIP MOS SLA provides that Verizon U.S. Internet Network MOS performance will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by collecting data across the contiguous U.S. Internet Network, from which a monthly average is derived.

Jitter and MOS statistics for 2016 are shown below:





To receive a Jitter credit, Customer must submit its request within 30 business days after the month in which the SLA was not met. Customer must access the online Verizon Enterprise Solutions Verizon Business VoIP Jitter Credit Request Form, and provide all required information (e.g., account number). The Verizon Customer Support department will use Verizon's public backbone statistics Web site to verify that the Jitter SLA was not met. If Verizon Customer Support confirms Customer's request (i.e., that the Jitter SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the Verizon VoIP Service monthly recurring charge ("MRC") specified below for each unit of the Service for which the SLA was not met. For VoIP Service provided on an A La Carte pricing basis, the MRC used to calculate the credit is the applicable site fee or the simultaneous calling charge plus the applicable MRC for the related Internet Dedicated Service or Private IP Service.

No credits will be given with respect to Service not affected by the unmet SLA.

To receive a MOS credit, Customer must submit its request within 30 business days after the month in which the SLA was not met. Customer must access the online Verizon Enterprise Solutions Verizon Business VoIP MOS Credit Request Form, and provide all required information (e.g., account number). The Verizon Customer Support department will use Verizon's public backbone statistics Web site to verify that the MOS SLA standard was not met. If Verizon Customer Support confirms Customer's request (i.e., that the MOS SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the Verizon VoIP Service monthly recurring charge ("MRC") specified below for each unit of the Service for which the SLA was not met. For VoIP Service provided on an A la Carte pricing basis, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable MRC for the related Internet Dedicated Service or Private IP Service. No credits will be given with respect to units of the Service that are not affected by the unmet SLA.

A Verizon service manager is assigned to support State of WV.

- CONTRACT AWARD:
- 4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages

Verizon has read and understands.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling out the Monthly Recurring Cost (MRC) and the Non-Recurring Cost (NRC) for each Service Item. The Total Cost will then be calculated. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: stephanie.l.gale@wv. gov.

Verizon Response

Verizon has read and understands. See SIP Trunking Pricing, Attachment A.

- 5. ORDERING AND PAYMENT
- 5.1 Ordering: The Vendor must work with the WV Office of Technology using the established Telecommunications Change Request (fCR) procedures for ordering and implementing these telecommunications services. The Vendor must have the capability to receive service orders from the State electronically and provide confirmation of receipt and subsequent order detail electronically to the State. The detail must include, ·at a minimum, the following data elements: 1) TCR #; 2) Date order received; 3) Customer name; 4) Customer on-site address; 5) Projected due date; 6) Circuit ID; and 7) Additional Order detail. The current TCR is included as Exhibit B it may be modified slightly for SIP services.

The Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Verizon Response

Read, understood and will comply.

- 6. INSTALLATION AND CANCELLATION
- 6.1 Installation: Installation shall be no more than forty-five (45) days after receipt of purchase order unless specifically addressed in Vendor's response. If a build-out is required, the Vendor must provide the cost and timeframes to the State for review and approval.

Special Construction charges are handled on an individual case basis. It is mutually agreeable that both parties would need to agree on final costs before proceeding.

6.2 Late Installation: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in installation that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party vendor.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

Verizon Response

Read, understood and will comply.

- 7. VENDOR DEFAULT
- 7.1 The following shall be considered a vendor default under this Contract.
- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

Verizon Response

Read and understood.

- 7.2 The following remedies shall be available to Agency upon default.
- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

Verizon Response

Read and understood.

- 8. MISCELLANEOUS
- 8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

Read and understood.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Verizon Response

Read and understood.

Contract Manager: Sandra Hawkins

Telephone Number: 304-356-3395

Fax Number: 304-356-3590

Email Address: sandra.k.hawkins@verizon.com

Exhibit A – Current Inventory



Verizon Response

Read and understood.

STATE OF WEST VIRGINIA MPLS07 VOIP/SIP SERVICES

| 1 | | | | | | Number | | | |
|------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------|-------------|-------------------------------------------------------------------------------------|----------------|-----------|------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | | | Gold CAR | of | Number of | | |
| | | | | | Class of | Simultane | DID Blocks | Quantity of | |
| Agency | Location/site Address | Location City | Lacord ID | | Service (EF | | (Blocks of | Telephone | |
| Meneri | Locationy site Mouress | Location City | Location ID | Circuit IDs | Real Time) | Calls/SIP | 2(1) | numbers/ANIs | Notes |
| Office of Technology | 1900 Kanawha Bivd. E, Bidg. 6, Rm 157 | Charleston | B0024814 | BCBJWTX90001 | 26.992 Mbps | 250 | 153 | | Several State Agencies use this Location for their VoIP service. BCBJWTX90001 is a 90 Mibps virtual circuit inside a 1 Gibps MPLS circuit. This circuit connects from 1900 Kanawha Blvd. E to Verizon's MPLS router/cloud (816 Lee St., Charleston). |
| Department of Health and Human Resources | 1900 Kanawha Bivd. E, Bidg. 6, Rm 157 | Charleston | B0037499 | BCBJWTX90001, BCBKBB4H0001 | 15.36 Mbps | 350 | 78 | | Uses same Call Manager as OOT. BCBKBB4H0001 is a 20 Mbps virtual circuit to the Diamond Building (350 Capitol Street) on a 100 Mbps Ethernet that connects to Verizon's MPLS cloud (816 Lee St., Charleston). It does not appear that BCBKBB4H0001 was ever used. |
| Lottery | 900 Pennsylvania Avenue | Charleston | B0054747 | BCBKMJS60001/5 0.HCFS.426853, BCBKMJS60002/5 0.HCFS.426854 | | 26 | 2 | 30 | 2 bonded T-1 PiPs from 900 Pa. Ave. to Verizon's MPLS router/cloud (816 Lee St., Charleston) |
| Lattery | 2500 Fairmont Ava. | Fairmont (moving to Bridgeport. See next row). | B0067788 | | | 6 | 2 | 24 | 2 bonded T-1 PIPs from 2500 Fairmont Ave., Fairmont to Verizon's MPLS router/cloud (428 W. Main St., Clarksburg) |
| Lottery (New Location) | 64 Sterling Drive | Bridgeport | B0124969 | BCBK84L30001/5 0.HCFS.746549F VNC ,BCBK84L30002/5 0.HCFS.746550F VNC | | 6 | 1 | 20 | 2 bonded T-1 PIPs from 64 Sterling Drive, Bridgeport to Verizon's MPLS router/cloud (428 W. Main St., Clarksburg) |
| Lottery | 100 Municipal Plaza | Weirton | B0093470 | BCBKMS8L0001/ 50.HCFS.427633 FVNC | 1.280 Mbps | 6 | 2 | 21 | T-1 PIP from 100 Municipal Plaza, Weirton to Verizon's MPLS router/cloud (428 W. Main St., Clarksburg) |
| Secretary of State | 1900 Kanawha Blvd East, Building 1, suite 157-K | Charleston | 80049288 | BCBKLP1W0001/ 50.hcfs.210633 | 1.280 Mbps | 22 | 5 | 100 | T-1 PiP from 1900 Kanawha Blvd. E. to Verizon's MPLS router/cloud (816 Lee St., Charleston) |

STATE OF WEST VIRGINIA MPLS07 VOIP/SIP SERVICES

| | | | | | | Number of Simultane | Number of DID Blocks | Quantity of | |
|--------------------------------------|-------------------------------------------------|---------------|-------------|----------------------------------------------------------------------------------------|---------------------------|---------------------------|-------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency | Location/site Address | Location City | Location ID | IP Trunking Circuit IDs | Service (EF Real Time) | ous Calls/SIP | (Blocks of 20) | Telephone numbers/ANIs | Notes |
| Secretary of State (New location) | 416 Adams Street, room 413-417 | Fairmont | B0124169 | BCBKLP1W0001/ 50.hcfs.210633 | 1.280 Mbps | 5 | 1 | 20 | T-1 PIP from 1900 Kanawha Blvd. E. to Verizon's MPLS router/cloud (816 Lee St., Charleston) (Same physical circuit as SOS main location above. Calls ride internal network from Fairmont to Charleston, then ride T-1 PIP circuit to Verizon MPLS) |
| Treasury | 1900 Kanawha Blvd, OT Computer Rm, Bldg 6 | Charleston | 80112447 | BCBK5X2T0001/5 0.HCGS.567060 | 1.376 Mbps | 41 | 6 | | T-1 PIP from 1900 Kanawha 8lvd. E. to Verizon's MPLS router/cloud (816 Lee St., Charleston) |
| Treasury | 322 70th Street | Charleston | B0113856 | BCBK5XWM0001 /50.HCGS.567(08 | | 41 | 7 | 140 | T-1 PIP from 322 70th Street, Charleston to Verizon's MPLS router/cloud (816 Lee St., Charleston) |
| Attorney General | 1900 Kanawha Blvd. E, Bldg 1, Rm 26E/MB99 | Charleston | B0110212 | BCBK2X440001/5 0.HCGS.547512, BCBK2X440002/5 0.HCGS.547513 | | 20 | 8 | | 2 bonded T-1 PIPs from 1900 Kanawha Blvd. E, Charleston, to Verizon's MPLS router/cloud (816 Lee St., Charleston) |
| Attorney General | 812 Quarrier Street | Charleston | 80110398 | BCBK2V8B0001/5 0.HCGS.547510, BCBK2V8B0002/5 0.HCGS.547511 | | 20 | | 89 | 2 bonded T-1 PIPs from 812 Quarrier Street, Charleston to Verizon's MPLS router/cloud (816 Lee St., Charleston) |
| Attorney General | 208 Capitol Street | Charleston | B0110396 | BCBK2V8B0001/5 0.HCGS.547510, BCBK2V8B0002/5 0.HCGS.547511 (Same as above) | 1 | | 1 | 7 | 2 bonded T-1 PiPs from 812 Quarrier Street, Charleston to Verizon's MPLS router/cloud (816 Lee St., Charleston). Calls ride internal network (ethernet) from 208 Capitol St. to 812 Quarrier, then over T-1 PIPS to Verizon MPLS router/cloud. |
| Attorney General | 2012 Quarrier Street | Charleston | B0117245 | BCBK2X440001/5 0.HCGS.547512, BCBK2X440002/5 0.HCGS.547513 | 1 | | 4 1 | 2: | 2 bonded T-1 PiPs from 1900 Kanawha Bivd. E, Charleston to Verizon's MPLS router/cloud (816 Lee St., Charleston). Calls ride internal network (ethernet) from 2012 Quarrier St. to 1900 Kanawha Bivd. E, Charleston, then over T-1 PiPS to Verizon MPLS router/cloud. |

STATE OF WEST VIRGINIA MPLS07 VOIP/SIP SERVICES

| Agency | Location/site Address | Location City | Location ID | | Gold CAR Class of Service (EP Real Time) | ous | Number of DID Blocks (Blocks of 20) | Quantity of Telephone numbers/ANIs | Notes |
|------------------------|----------------------------|---------------|-------------|---------------------------------------------------------------------|---------------------------------------------------|-----|----------------------------------------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WVNET/HEPC (UCCaaS) | 837 Chestnut Ridge Road | Morgantown | | | 2.0 Mbps | | | | 2 bonded T-1 PIPs from 837 Chestnut Ridge Rd., Morgantown to Verizon's MPLS router/cloud (428 W. Main St., Clarksburg). |
| WVNET/HEPC (UCCaaS) | 1018 Kanawha Bivd. E. | Charleston | | BCBK7MDR0001/ 50.HCFS.925321, BCBK7MDR0002/ 50.HCFS.925322 | 2.0 Mbps | | | | 2 bonded T-1 PIPs from 1018 Kanawha Blvd E., Charleston to Verizon's MPLS router/cloud (816 Lee St., Charleston) |
| Tax (UCCaaS) | 1001 Lee St. | Charleston | | EDBK7VI00003/B CBK7VI00001 | 10 Mbps | | | | 20Mbps Converged Ethernet Access (CEA)/15 Mbps PIP port from 1001 Lee St., Charleston back to Verizon's MPLS router/cloud (816 Lee St., Charleston) |
| Tax (UCCaaS) | 200 W. Main St. | Clarksburg | | EDBK8CDW0001/ BCBK8HBD0001 | 10 Mbps | | | | 20Mbps Converged Ethernet Access (CEA)/15 Mbps PIP port from 200 W. Main St., Clarksburg back to Verizon's MPLS router/cloud (428 W. Main St., Clarksburg) |

Exhibit B – TCR Sample



Verizon Response

Read and understood.

EXHIBIT B - STATE OF WEST VIRGINIA TELECOMMUNICATIONS CHANGE REQUEST (TCR)

| | | VFORMATION | I: | | | | | | |
|----------------|-------------------------------------|-----------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------|----------------|-------------|-------------------------|
| ENC | CY DEPARTM | ENT: | | | | TCR#: | | | REQ. DUE DATE: |
| AGENO | CY NAME: | | | | | DIVISION: | | | DIRECT BILL: YES NO |
| AGENC | Y PRIMARY | CONTACT: | | | | PHONE: | | EM/ | AIL: |
| AGENC | CY ON-SITE C | ONTACT: | | DIVISION: PHONE: PHONE: BMAIL: HOURS OF OPERATION: OFFICE MOVE: □ YES □ NO OLD ADDRESS (IF APPLICABLE): PHONE: EMAIL: PHONE: PHONE: PHONE: OLD ADDRESS (IF APPLICABLE): PHONE: OLD ADDRESS (IF APPLICABLE): ISDN-BRI/PRI: INSIDE WIRING: ☑ YES □ NO SPECIFY HOW LISTING(S) SHOULD APPEAR (CONTINUATION SHEET) INSIDE WIRING: ☑ YES □ NO □ N/A □ PIC □ LPIC □ PIC FREEZE □ LD ACCT. #: | PHONE: EMAIL: | | | | |
| AGENC | Y ON-SITE A | ADDRESS (E911): | | | | HOURS OF OPERAT | ION: | | |
| | | | | | | OFFICE MOVE: - Y | es 🗆 no | | |
| COUNT | ۳۷، | | | | | OLD ADDRESS (IF A | PPLICABLE): | | |
| | FIELD TECH | (S): | | PHONE- | | | RMAII. | | |
| | · · · · · · · · · · · · · · · · · · | (-)- | | 11101121 | | | Divinio, | | |
| | | ICE SERVICE | | | | | | | - |
| LOCAL | ACCOUNT N | UMBER (BTN/BA | .C): | | | | | | |
| LONG-I | DISTANCE AC | COUNT NUMBER | (GROUI | PID): | SPECIF | Y HOW LISTING(S) SF | HOULD APPEAR | (CON | TINUATION SHEET □): |
| ADD | MOVE | DISCONNECT | POTs/0 | CENTREX: | J | DSL: | | | ISDN-BRI/PRI: |
| | | | | | | | | 十 | |
| | | | | | · · · · · · · · · · · · · · · · · · · | | | | |
| EXTENI | DEMARC: [| YES ONO N | A INS | IDE WIRIN | G: XYES | □NO □N/A □ P | IC 🗆 LPIC 🗆 PI | C FRE | EEZE LD ACCT. #: 0333 |
| | | | LONG-1 | DISTANCE : | #: | | | | ☐ INTERNATIONAL |
| | | | TOLL-F | REE #: | | | MAIN #: | | |
| 7 | | | CALLIN | G CARD #: | | | EMPLOYEE | NAM | E; |
| REQUE | | TA SERVICE(S | | ATTACHED | FOR PRI | (I, PIC FREEZE (I, & | HUNT GROUPS | <i>□</i>): | |
| ADD | MOVE | DISCONNECT | 71_PIP | Cw/ GOI D | CAP). | 10 MPC CPC. | 100 MPC CEC. F | 7 | OTHER. T |
| | | | 11-11 | (W/ GOED | CALLY. L. | 10 MEG 3E3. LI | 100 MEG 3E3: L | -3 | UIRREI |
| - | | | | | · · · · · · · · · · · · · · · · · · · | | | | |
| - | | | | | | | | | |
| DEMARC □ VLAN | EXTENDS TO | CIRCUIT | NG CLOS | | | □ OTHER | RCUIT WITH COL | PPER | HANDOFF ON RJ-45 PORT. |
| AGENC | Y AUTHOI | RIZATION: | | | | | | | |
| | | | | | | | | | |
| | AGENCY | AUTHORIZATIO | N (PRIN | TED) | | AGEN | CY AUTHORIZA | TION | (SIGNATURE) |
| | COR | APLETED BY (PR | UNTED) | | | | OMPLETED BY | (SIC | NATURE) |
| | | | | | .GOV. TO | R MAY BE REJECTED | | | |
| | | | | | | | | | |
| | | RIZATION (COM | PLETED | BY WVOT | | RECEIVE | D BY / DATE (C | OMP | LETED BY WVOT) |
| West Vir | ginia Office | of Technology | | | | | | | March 1 2016 |

EXHIBIT B - STATE OF WEST VIRGINIA TELECOMMUNICATIONS CHANGE REQUEST (TCR)

CONTINUATION SHEET

| AGENCY DEPARTMENT: | TCR#: | | DUE DATE: | | | |
|--------------------------------|---------------------|---------------------|-----------------------------------------|--|--|--|
| AGENCY NAME: | DIVISION: | | DIRECT BILL: YES NO | | | |
| AGENCY PRIMARY CONTACT: | PHONE: | EM/ | AlL: | | | |
| AGENCY ON-SITE CONTACT: | PHONE: | EMA | AIL; | | | |
| AGENCY ON-SITE ADDRESS (E911): | HOURS OF OPERATION | HOURS OF OPERATION: | | | | |
| | OLD ADDRESS (IF APP | LICABLE): | *************************************** | | | |
| COUNTY: | | | | | | |

Exhibit C – Billing Sample



Verizon Response

Read and understood. Verizon sample bill is attached, as follows:



SAMPLE INVOICE

| | Node/Service Level Namexxxxxxxxxxxx (40) |
|--------------------------|-----------------------------------------------------------|
| Attn:xxxContact Namexxx | Mailing Address Linelxxxxxxxxxxxxxx (3) |
| Corporate ID: VN12345678 | Mailing Address Line2xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |
| Bill Payer IO: Y2345678 | Mailing Address Line3xxxxxxxxxxxxxx (0) |
| Invoice Number: 12345678 | Mailing Address Line4xxxxxxxxxxxxx (40) |
| Invoice Date: mm/dd/yyyy | Cityxxxxxxxxxxxxx 23), State 2) Zipxx (15) |
| | · · · · · · · · · · · · · · · · · · · |

R Location: XXX

| Statement | Summary PXCO95AA) | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Current Usage Charges Current Monthly Recurring Charges Current Non-Recurring Charges Late Payment Fee Discounts and Promotions Applied Subtotal Current Charges | \$\$\$,\$\$\$,\$\$9.99CR \$\$\$,\$\$\$,\$\$9.99CR \$\$\$,\$\$\$,\$\$9.99CR \$\$\$,\$\$\$,\$\$9.99CR \$\$1,\$\$\$, \$\$ 9.99CR \$\$1,\$\$\$, \$\$9 .99CR | |
| Federal Excise Tax State and Local Taxes Federal, State, & Local Surcharges Federal Universal Service Fee (FUSF) Total Taxes/Surcharges Total Current Charges Total Past Due Total Amount Due | \$\$\$,\$\$\$,\$\$9,99CR \$\$\$,\$\$\$,\$\$9,99CR \$\$\$,\$\$\$,\$\$9,99CR \$\$\$,\$\$\$,\$\$9,99CR \$\$\$,\$\$\$,\$\$9,99CR \$\$\$,\$\$\$,\$\$9,99CR \$\$\$,\$\$\$,\$\$9,99CR | Sign Up for Online Billing and Go Paperless! See reverse side for details. |

Contact us online at https://enterprisecenterwerizon.com or call <8XX-XXX-XXXX>. See reverse side for additional contact and payment information.

If payment is not received within <999> days of Invoice Date, a late payment fee calculated at <99.99%> of <\$99,999.99> will be assessed.

*INFORMATIONAL INVOICE * Please pay this invoice online as provided in your Global Consolidated Payment enrollment form.

Remittance Statement



Bill Payer ID: Y2345678

Invoice Date: mm/dd/yyyy

Node/Service Location Name XXXXXXXXX (40) Invoice Number: 12345678

If Paying By Mail, Return This Form With

Payment

Payment is Due Upon Receipt (in 30 Days)

Total Amount Due

\$ZZZ,ZZZ,ZZ9.99CR

Amount Enclosed

09090900000208002 109 908

000002062 9999999999 03/10/96

(22) (32)Verizon Business P.O.BOX C-32654 RICHMOND, VA 23292-2654 **B2)**



Il You Have a Question about Your Involve Verizon Enterprise Center, our online account management tool, is available at https://enterprisecenter.verizon.com. As a user, you can view your invoice online, open an inquiry about your invoice, and pay electronically using our optional Online Payment feature. If you are not yet a registered user, see the self-enrollment instructions at the bottom of this page.

How to Pay Your Invoice Paying Unline. Select Payments from the Verizon Enterprise Center Invoices section to pay by Electronic Fund Transfer (EFT), Visa, Master Card, American Express, or Paying by Mail. Detach the payment slip at the bottom of the reverse side of this sheet, enter the amount paid, and return it in the envelope provided, enclosing a chack or money order made payable to "Verizon Business."
Faying by Phone. Call Verizon Business Financial Services at 1-890-896-8470 to authorize a one-time payment using a checking account or Visa. Master Card, American Express, or Discover Card (Payment by Credit Card is not available for wholesale customers). For the recurring payment option, please use Verizon Enterprise Center Online Payment (see "Paying Online" above).

Paying by ACM or Wire Transfer. Use the following bank information to remit by ACM or wire transfer:

Bank Name: BMY Hellon ABA (routing #): 043000251 DDA (account #): 144-6098

International Swift Code: MELNUS3P



Sign Up for Shiken Billing and Go Paparises

1. Start the process at https://www.verizoabusiness.com/invite. If you do not have a Verizon Enterprise Center User ID, click "register for a User ID."

2. Register for online billing by entering your User ID. Password, and your Invitation Code J155895555, which expires on 94/13/2910. Protect this Invitation Code as you would any password.

3. Go paperless and avoid future paper invoice charges by selecting "Invoices/Paperless Billing" from the Verizon Enterprise Center home page.

*This invitation Code provides access to your billing information, including Customer Proprietary Network Information as defined by the FCC and the CPNI statute at 47 U.S.C. szc. 222(h) (1). Any person who enters the invitation Code online will be understood by Verizon to be your authorized and authenticated representative.



A0095AA XXX(15) Important Messages to Our Customers

Invoice Number: 12345678 Invoice Date: MM/DD/CCYY Corporation ID: 12345678 Bill Payer ID: 12345678

Billing Migrated From <migrating account id> (Note: only 1st month of migration)

Node Number: 1234567B

1234567890123456789012345678901234567890123456789012345678901234567890



Important Mosseges to Cur Customers

Invoice Number: 12345678 Invoice Date: MM/DD/CCYY Page Number: 12345678 Corporation ID: 12345678 Bill Payer ID: 12345678 Rods Number: 12345678

12345678901234567890123456789012345678901234567890123456789012345678901234567890

XXXXXXXXXXXX(VS) Stelement of Account as of MM/DD/GCYY(A1002AA)

Invoice Number 12345578 Invoice Date 127/DD/CCYY Page dumber XX

| Pate | Angerence Ameter | Involca Ásamit | Adjustnanks | Adjustment Description | Fayments | Tetal |
|------------|---------------------|-----------------------------------------------------|------------------------------|--------------------------------------------------|--------------------------------------|---------------------------------|
| 90/00/0000 | | \$\$\$\$,\$35,\$35.55CR | \$3\$\$,\$\$\$,\$\$\$.\$\$CR | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | este cee ese esen | |
| 码/DD/CCYY | 99999999 | \$\$\$\$,\$\$\$,\$\$\$.\$\$CR | | · · · · · · · · · · · · · · · · · · · | \$355,555,555.55CR \$555,555,55CR | |
| KAYOD/CCAA | 99999999 | \$5\$5,\$68,\$6\$.\$\$CR | \$\$\$\$,3\$\$,\$\$\$.\$\$CR | | 5555,555,555.65CR | |
| 91/0b/CCYT | 99991999 | \$855.825.855.85CR | 5518.355.355.55CR | TENERS (30) | | 8545.855.555.65Cn |
| #I/CD/CCYY | | \$5\$5,9\$\$,\$\$\$.\$\$CR | \$\$5\$,\$\$\$,\$\$\$.\$\$CR | HANNANANANANANANANANANANANANANANANANANA | ** ** | |
| el/ed/ceyy | 99999999 | \$355.555,555.55CR | | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | \$555.555.555.33CR | |
| H/DD/CCYY | | \$\$\$\$.\$\$\$,\$\$\$.\$\$CR | \$\$23.5\$\$.\$\$\$.5\$CR | (ee) exxerexerexexexexex | \$555,555,555.35CR | |
| M/DD/CCYY | | \$\$\$\$.58\$.58\$.5\$CR \$\$\$\$.58\$.558.5\$CR | 3553.553,555.55CR | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | \$\$\$\$,\$\$\$,\$\$\$.\$\$CR | \$555,555,\$55.\$5CR |
| A/DD/CCYT | | | NAV. T. J. C. | MERIKARIAKKANANANANANANANANANANANANANANANANANAN | | \$38\$.585.58\$.59CR |
| | | | 1 | HEXHERHARMEXNEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | \$505,315,585.59CR | \$\$3\$,55\$,55\$.5 \$CR |
| tol Past D | 10 | 4868,445,585,38CR | 58\$\$,\$8\$,889.58CR | | 1085,508,550.55CB | \$685,883,884.88CB |



XHARAXADDXX(16) Current Charges Summary(A1000AA)

Invoice Humber 12345678 Invoice Bote H-/0D/CCYY Page Number XX

| Macript ton | Stage Chargus | Recurring Charges | Goa-Herorring Charges | | Estimated Taxes | Total |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------|--------------------------|
| Voice Survices | | - | | | | 19681 |
| Onthound Long Distance | | | | | | |
| Inbound Long Distance | \$\$5.555,559,000 | B 555 555 658 000 | B 000 040 con ma | | | |
| Local Service | 555, 255, 550, eec | TEE ESE TED NO | # *************** | a 353,355,559 ,960 | # \$\$6.\$\$\$.\$\$9.90g | 2. \$22. \$\$0. den ibne |
| Amen's Service Property of | \$\$5.585 55G our | n see see een ann | × 202,322,239,990 | R 555,855,859.99C | \$15.435.510.993 | tet ett tin nor |
| Local Service-Festierly Provided by Verizon Tellucon Conferencing | ESE CES GEB finb? | 9 446 466 446 666 | 18 918,213,559,890 28 253,551,559,590 28 253,551,559,900 28 253,552,559,990 28 252,552,559,950 28 252,552,559,950 28 252,553,559,990 253,353,559,990 | 8 355,355,550,090 | O SEE GER FEB HOLD | 155 514 100 DO |
| Westerna . | EEE EEE 620 man | | H 515,335,559.99C | \$ \$\$\$.525.93C.99C | SEE SEL SED GOES | ERE CCC 000 mm |
| %1 FE 1 G 3 Z | CCC 244 020 020 | 1 333,335,359,990 | n 555,555,559.99C | R \$5\$.55\$.550.996 | Its est ale per | |
| Yolce over IP | \$54 \$00 \$40 \$50 \$54,343,539,530 | 8 333.583.538.99E | R 835,335,359.95C | 155 151 110 cor | 1 TEE EEE COM DOWN | 1 939 932 938 |
| Total Voice Services | \$\$\$,\$\$\$,\$39.9E | 1 555,555,559,950 | S\$5.265.559.99F | . SEE SEE SON DOOR | *********** | 222,222,229.860 |
| | 355,555,359.99C | 355.555,559.990 | 8 155,253,559.99C | FUE TES ECO ANO | 333,353,339,920 | 166.655.555.555 |
| Nata Samitous | | | | - anatabataa3.32Fi | 255 * 255 * 728 * 3651 | 119.922,222 |
| Maia Services Access Ac | | | | | | |
| Local Accessoration formulated by the land | 155,555,539.990 | \$55,555,550,000 | 9 CEC TCC EED DOOR | P## 700# ### | | |
| Data Incurrent | 555,555,550,950 | 155 Sts. Sto gor | e det est est ioni | 155,155,539,590 | \$\$\$,\$\$\$,\$\$9,99C0 | TOD P22,222,225 |
| Local Reta Tecamon Towns | \$\$\$.\$\$\$.750.5001 | 101 Cts 200 AAC | * 239-243,339.11(1) | 774,375,359.99CB | 555, 555, 059, 9900 | 121 212 220 por |
| the Change to anti-rotal sale bankaged by the tase fold ton | 315 455 400 Gare | 444 444 400 man | 190, 305, 319, 99C) | \$\$\$.\$7\$.599.88CR | 255_125_129_0000 | ter ace cen per |
| Marking | \$750.002.002.002 | \$55 \$55 550 man | 123,135,359.9MC | \$\$\$,\$\$\$,990.99CB | 355.555.570.000m | 122 648 250 aca |
| Tabasas 1 | Sti tit tte ann | 644,477,239,99E | 35,375,339.99C | \$\$\$,\$\$\$,@\$9.##CB | \$55:205 600 600W | 244,984,854,950 |
| INCEANSE . | tet ett ett sam | 333,033,339,380 | 262,251,589,9903 | \$55,555,000,000 | 454 446 650 mm | ************ |
| Security Services | \$55 \$56 \$60 sizes | 123,315,335,99 | 153,555,354,50CR | SSE SEE YOU HOPE | \$50 520 ten core | 222,222,224.386 |
| Professional Remark Services | 474,345,339,8950 | 355,353,359.99ER | 555.355.559.9909 | \$35.586 840 dorn | ************************************** | 333,535,539,990 |
| Application Amore Network Inglis | 222,322,539,935 | \$\$\$,15\$,559.9909 | \$\$5,\$\$5,\$59,99Cm | tet tti cen more | 919'919'33a'daEd | 555,555,559,990 |
| Betweek Solutions | 223,122,228,98(2) | 545,335,350.99CA | \$95, 535, 339, 9900 \$82, 535, 537, 9900 \$55, 545, 539, 9900 558, 530, 539, 9900 \$35, 553, 559, 9900 | 121 221 222 SDER | 333,335,339,59CB | .\$\$\$,\$\$\$,\$\$9.990 |
| Transaction Services | 222,222,238.63CB | \$35,355,339,9900 | \$\$2,\$86 Stg mare | COS TOC CON BOOM | 222,535,539.99点点 | \$\$\$.\$\$\$,\$\$9,990 |
| Managed Services | 228, 222, 239, 99(3 | \$\$\$.\$\$*,\$\$9,@@C | SSE SEE SEE SOOR | ********** | 222,222,225,280.00CB | 355.555.5C9.99Ct |
| TANKS BURNES TO THE STREET | TEC 446 848 6466 | | A448484344444444 | 737-333-339-5-ER | 217 LEC 600 DULO | ## 5 340 mm ann |
| | 335,535,550,98CR | \$35.121 ton mari | 588,535,559,99CR 588,588,559,99CR | 335,335,339,53CB | \$\$\$.\$\$\$.\$\$p.9920 | 222.222.222 core |
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| The state of the second section of the section of the second section of the section of the second section of the sectio | 555, 555, 600 corn | 454 445 453 425,0 | 335,353,559.99CR | \$\$\$.\$37.\$50.00CR | \$55.55° 689 mms | *** *** *** *** |
| howines Blatter to as a . | 2226224644444575477 | 949*998*998*32M | \$\$\$,\$\$3,\$\$9.99CR \$\$\$,\$\$\$,\$\$9.99CR | \$55,355,558,9978 | 222 122 110 DOC | \$44.535.359.99ER |
| brizen Bigital Kedia Servicus | | | , | | hansadah422.53fff | 742'721'77a'A8C |
| Ingerst. | \$25 655 600 noon | 7000 000 000 000 | | | | |
| Peckage Creation | ere ere sen com | 113,511,519.99LR | \$\$\$,\$\$\$,\$\$9,9900 | OTHER DAY 222 222 | \$65 450 FEA | |
| Distribution | 403-251-359-NEEN | 222 222 234 20CS | \$\$\$.\$\$\$.\$\$9.50CR | \$55 \$66 660 enes | ***, ***, *39.99ER | 222,222,220.63CH |
| Storage | 112.732, 339.53EM | \$\$\$,\$\$\$,\$\$9.些位 | \$55,555,559,99CH \$55,555,559,99CR \$55,555,559,99CR | 200 200 200 200 222 | 299,333,339,9303 | 335,333,330,93CR |
| | | | | | | |
| | 325.523,539.5328 | 355,555,359,99Ch | 950 023 222 222 | \$44,344,387,538 | 157,111,139,9 CR | 335.515.159.90fR |
| erizon Credit Transessions | , | | 555,555,559,98CR | 495-233-232-222 | 333,555,539,9900 | 155,111,150 corp |
| Loaced Interactions | | | , | | , | |
| Financial Tenes pendicus | marp_e2£,222,222 | tec ett tto com | 200 207 ASS ASS | | | |
| M201 Tierdung Candide Was mande | \$\$\$.\$\$\$.850.000 | itt tit ten name | 255,375,539,9528 | 555, 555, 359, 97CA | \$\$\$.525,559,9000 | ite tte ten sura |
| AMOI . M. LIMBLE 1431828C510VI | 222, 222, 222 | 444 444 44A A | 333.338.359.9°CR | \$\$\$,\$\$\$,\$19.90CC | CALA P22, 222, 822 | ASS CAS SUBBLIBER |
| Professional Country | | | 335.583.539.95代食 | 375,535,289,49CR | \$\$\$ 155 150 pers | tet ete cen gove |
| Coston Grante Francestons Lossed Intersections Lineared Transactions | -NO 859 252 222 | | | | | ******** |
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| A STATE OF THE PARTY OF THE PAR | | | | | ■本の日本本本での会員と登録され、 | 539*329*274"#3ES |



XEXXXXXXXXXX(18) Current Charges Summery(A1000AA)

invoice Mucher 12246628 Invoice Date 189/00/CCYY Page Mocher XX

| Description | Usage Charges | Recurring Charges | Non-Recurring Charges | Estimated Discounts & Protections | Estimated Taxes | Total |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Verizon Aveiliste Charges Verizon Hireless Verizon Alanamanameniamanaman Tetal Verizon Affiliada Charges | | | | | | 255.555.550.99CR 555.555.550.99CR |
| Other Service Providers' Charges Him(Previder Hame)MEMISKAMMEMAKKAM ELM(Provider Home)MEMISKAMMEMAKKAM Total Other Service Providers' Charges Additional Charges | | | | | | \$\$5,\$\$5,\$\$9,\$900 \$\$5,\$\$5,\$\$9,\$900 \$\$5,\$\$5,\$\$9,\$900 \$\$5,\$\$5,\$\$9,\$900 |
| tate Paymont Fee Service and Feature Charges Wisc and Equipment Charges Hiscallanous Charges-Formerly Provided by Verlzem Indoors Distributed Service and Feature Charges Distributed Hote and Emissant Charges Distributed Penalties & Minlesses Des lies Contractual Credit Birected Spilles Allowance Total Additional Charges | \$3,353,539,500, \$35,553,359,900 \$35,555,559,900 \$35,555,559,900 \$35,555,559,900 \$35,555,559,500 \$35,555,559,500 \$35,555,559,550 \$35,555,559,550 \$35,555,559,550 \$35,555,559,550 | \$\$\$,\$3\$,\$59,98CR \$\$\$,\$5\$,\$59,98CN \$\$\$,\$5\$,\$59,99CN \$\$\$,\$5\$,\$59,99CN \$\$\$,\$51,254,559,99CR \$\$\$,\$51,254,559,99CR \$\$\$,\$51,552,559,99CR | \$55,538,559,9900 \$35,575,559,9900 \$55,558,559,9900 \$55,555,559,9900 \$55,555,559,9900 \$55,555,559,9900 \$55,555,559,9900 \$55,555,559,990 | \$35,585,889,0000 \$55,555,850,9000 \$55,555,850,9000 \$55,555,850,9000 \$55,555,850,0000 \$55,555,850,9000 \$55,555,850,9000 | \$\$\$,\$\$\$,\$\$0,0907 \$\$\$,\$\$\$,\$\$9,9907 \$\$\$,\$\$\$,\$\$9,9907 \$\$\$,\$\$8,\$\$9,9907 \$\$\$,\$\$5,\$\$9,9907 \$\$\$,\$\$5,\$\$9,9907 \$\$\$,\$\$5,\$\$5,\$\$9,9907 | \$\$3,\$\$3,\$\$9,99CR \$\$5,\$\$5,\$\$8,99CR \$\$3,\$\$5,\$\$8,99CR \$\$5,\$\$5,\$\$1,99CR \$\$5,\$\$5,\$\$9,99CR \$\$5,\$\$5,\$\$9,99CR \$\$1,\$\$5,\$\$6,99CR \$\$5,\$\$5,\$\$6,99CR \$\$5,\$\$5,\$\$6,99CR \$\$5,\$\$5,\$\$6,99CR \$\$5,\$\$5,\$\$6,99CR |
| Total Current Charges | \$\$\$,\$\$\$,\$\$9.99CB | \$\$\$,\$\$\$,\$\$9.99CR | \$\$\$.\$\$\$,\$\$9.99CR | \$\$5,\$\$\$,\$ \$9, 09CC | \$\$\$,\$\$\$,\$\$9.99CR | \$55,555,559.99CR |

^{*}Taxes may include Surchargis & Universal Service Fees.



ECOCOCCERNICIS) Tax Summery (A1001AA)

Nade/Service Level Reservouriummen (40)
Physical Address Linelhermannen (40)
Physical Address Linelhermannen (40)
Physical Address Linelhermannen (40)
Physical Address Linelhermannen (40)
Cityannen (40

Invelce Bunber 12345673 Invelce Bate 12V80/CCYY Pago Number XX

| \$555, \$55, \$55, \$500 \$555, \$55, \$55, \$500 \$555, \$55, \$55, \$600 \$555, \$55, \$55, \$600 |
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| CSSS, S45, S55, S4CR S553, S55, S55, S5CR S554, S55, S55, S5CR S555, S55, S55, S5CR |
| \$555, \$55, \$55, \$500 \$555, \$55, \$55, \$500 |
| \$55, \$55, \$5CR \$55, \$55, \$5CR \$55, \$55, \$55, \$CR \$55, \$55, \$55, \$CR \$55, \$55, \$55, \$CR \$55, \$55, \$55, \$CR |
| \$500 FEE |
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| \$550,515,660,660p |
| \$555,535,55CR 5555,555,555,55CR |
| 5059, 25\$, 259, 00Ch |
| 3355.335.030.00CR |
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KENDERIXXNIX(15) Yes Summery by Account(A1051AA)

Involce Rader Involce Rate Page Mandar Rage Mandar Lilager Account Mandar 12345678

| cription | To 4-1 |
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| Cost Conter: AXEXAMI | Total |
| Long Distance/Este/Internet Taxes and Sprehorgus | · |
| reugras excisa say | |
| State and Intel Tayon | \$\$\$5.\$£8.\$26.\$5ce |
| FOGETAL State and Incal Curchange | \$6\$\$, \$2\$, 32¢, 32¢ \$6\$\$, 55\$, 37¢ \$2\$\$, 25\$, 35¢ |
| VITETAGE LITERIER ERIENNAND EUR Eksman | \$22\$, \$2\$, \$2\$, \$3¢p |
| We water are a Common Doutene Found | 3225.55%.55%.GSCP |
| 18X85 INTESEFECTURE Reinhurga and food | \$\$\$\$.\$\$\$.\$\$\$.\$\$CR |
| nigh Cost Pund Surcharne - R | \$4\$\$. 2\$\$. 3\$\$. \$\$CR \$5\$\$. \$5\$. \$\$\$. \$\$CR |
| Teleconnect Fund | 2556, 285, 286, 2860 |
| ID Universal Service Fund | 5554 .555 .55CR |
| ID Telecom Rulay Services Surcharge Federa: Universal Service Fee | \$\$\$.\$\$\$.\$\$cn |
| TX Universal Service Fund Surcharge | \$550,\$55.515.53CR |
| AXXXX Bact Liters: XXXXXXXXXXXX | 3555, 575 B |
| otal Long Distancy/Sata/Internet Taxes and Surcharges | 6020 000 500 DICK |
| A COMMENT AND THE OWN SOURCE OF | 3385, 585, 585, 585n 2833, 533, 535, 535n 3835, 533, 535, 535n 2835, 535, 535, 535n 2835, 535, 535, 535n 2835, 535, 535, 535n |
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| reserta exciso Tam | |
| State Ang Local Taxos | \$555.535.53CR |
| Federal, State, and local Sunchanna | \$55\$ \$25 cec econ |
| 746 LUGG DEPOMETOR | Sist see cen curb |
| Detroit Specific Literal | \$\$\$6, \$35, \$35; \$\$5, \$\$6, \$5, \$5; \$\$5, \$\$5, \$5; |
| Universa) Service Fee | \$3\$\$.\$\$\$.\$\$£.\$\$@ |
| XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | \$\$\$3,58\$,5\$\$,88CR |
| ote: Lecal Service Takes and Surcharges | \$3\$\$.\$\$\$.\$\$\$.\$\$CR |
| nest Carl Carlana, reterenses | 1353, 555, 556, 135CR 1533, 555, 554, 55CR 1535, 555, 555, 55CR 1535, 555, 555, 55CR |
| otal Cest Contar: Persexual | |
| | 257\$.5(5,5%.95CR |
| CAS | A THE LAW MARKET IN THE PARTY OF THE PARTY O |
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| A STATE OF THE PARTY OF THE PAR | 8828,522,589,9300 |



XXXXXXXXXXX(15) Yax Summary by Account(A1051AA)

Invoice flumber 123456 8 Invoice Date 184/00/CCYY Corporation ID 12345678 Dill Payor 12345678 Nude No. 12345678 Paga Number Locat on ID L1234567 Account Number 123455 8 Bescription Total Cost Canter: MCXXXXI Long Distance/Data/Internet Taxes and Surcharges Federal Excise Tax State and Local Taxes State and Local laxes Federal, State, and Local Surcharges Universal Lifeline Telephone Svc Charge CA Relay Svc & Comm. Devices Fund Tomas Infrastructure Religbursement fund High Cost Fund Surcharge - B Teleconnect Fund ID Universal Service Fund 10 Telecom Relay Services Surcharge Federal Universal Service Fee Th Universal Service Fund Surcharge KERKE Suct Literal Exempassances Total Long Distance/Boda/Inturnet Tases and Surcharges Local Service Topes and Surchanges Federal Excise Tax State And Local Taxes Federal, State, and Lecal Surcharges 911 Local Surcharge Detroit Specific Literal Universal Service Fee Total Local Service Texas and Surchargus Yotal Cost Canter: MXXXXXXI \$205,555,529.9908 îste! 9981,883,859.99CD



Inverce Number 12345672 Inverse Date PayEg/CCYY Pase Inabor XX Location 10 L1234567 Account Gumber 12345678

| Oescription | Usage Charges | Recurring Clien ges | Jan-Hecurring Charges | Estimated Discounts & Presetions | Estimated Taxes | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------|
| Volca Sarvices | - | | | | 18457 | Total |
| Outhound Long Distance | | | | | | |
| Indduct Long Distance | \$\$\$,\$\$\$,\$\$9.890 | 155 . 225 . 159 . 001 | D 456 466 660 000 | 335.335.339.990 353.335.359.900 353.335.359.900 353.335.339.900 353.335.339.900 353.335.339.900 353.335.359.900 | | |
| LOCAL Service | 355,355,350,000 | 2 .445 .446 .440 | To Cit Dec see ou | 4 322 232 239 PAC | A \$\$\$,3\$\$,159.9cc | SEC EEE FED DDE |
| LOCAL Survice-Formers a Pennstate Commission of the Management of | 335, 385, 530, 021 | N 455 555 500 000 | D 444 000 15 17 19 19 19 19 19 19 19 19 19 19 19 19 19 | N 555,555,559,000 | 333.251.110.04 | D. tet tec een am |
| Conferencing | \$55,355,550,900 | 2 121 441 440 081 | w 325,332,334,340 | N 355,585,389.99C | R 558.822.200.496 | T LEC CAR FAN BON |
| Wroles. | 553. 522. 220 CMC | D - SEE CAR CAR DOG | A 955-982-228-230 | R 355,555,559.500 | 151.550.540.000 | 2 654 665 660 600 600 64 684 193 193 193 193 |
| Yolce over 18 | 100.012.222.222 | · **************** | R 333,335,539,996 | R 555,555_550_990 | SEE SEE SED DOOR | 493,335,359,931 |
| Total Voice Services | \$55.589 \$50 par | ************ | N 345,351,669,990 | T 122 222 222 4874 | SCE 286 FEB BAR | 333,335,339,99 |
| Andre Sellabelle | 152 122 122 me | 949,331,339,950 | H 222,141,139.99C | R 535,535,550,000 | ************************************** | 358,355,339.990 |
| Bata Sarvicon | 444-441-903-355 | : 333'322'228'38C | # 351,335,559.99C | R 555,555,559,9000 R 555,555,559,0900 | 383,835,339,990 | 2 222,222,559.990 |
| CARPE PRIME COR | | | | | *************************************** | 2 535,381,589,990 |
| Data Services Access Ac | £20 464 460 mm | | | | | |
| Local Access-Formerly Provided by Verizon Tolures | 222,325,329,955 | \$55,535.559.590 | COR 011 212 222 1 | # 440 456 esa com | 474 | |
| Pota Transport | 122 '721' 226' 355 | \$\$5,\$55,559.990 | Set tet tto our | ************************************** | 222,222,239,090 | \$55,535,550 par |
| Local Data Transport-Fort-selv Browland by Browl | 222, 223, 224, 630, | - \$55.515.559.00m | 255 455 455 450 | 333, 335, 339, 39CR | 385,535,539,990 | 105 316 440 000 |
| WPI: Chargest | 335.355,359,950 | \$\$3.5\$\$.\$\$@ par | CC444C44933.B3C | 138,153,159,980 | 335 455 555 CH | 444 tet eta nan |
| Mosting | 555, 555, 550, Che | SEE Ett tte and | 335,335,339.99(3 | 555,555,598.9ECR | 155, 151, 110 GHT | 000,017,133,535 |
| Internet | 555 555 550 CHA | 224 244 244 | 300,303,352,530 | \$85,985,\$50.91CR | \$23,046 \$40 Octor | 389,339,339,990 |
| Security Conviess | 222.222 000 2000 | orn************** | 250,544,459,920 | \$55,556,380,0379 | det tit ten core | 979,321,128,590 |
| Professional Manager at | tit tet ten dann | 393, 233, 333, 340 | \$\$4,\$35,1\$9,99CE | 151.315 .Ttd Gorb | 644 444 644 444 444 444 444 444 444 444 | 350, 555, 539, 990 |
| Continues medials Schalces | CCF CPC CCG CAM- | 222, 223, 228, 300 | \$\$5,353,559,990 | SSE SEE ten Garn | 222,313,359.WILM | 355,555,559,990 |
| Particular Agare Cathart Tools | ************************************** | 333,331,339,995 | \$35.515.15g gara | 555 568 550 Auto- | 222"22"228" dath | 3\$5,555,559,990 |
| necessre Solutions | 045-1999-998-22E | 355,535,359,990 | \$\$\$,\$\$\$,\$\$0,qura | 464 445 540 COM | 522,123,239,99位 | \$25.222,222 |
| TANSACTION Services | 555, 555, 159, 59CR | 555,555,559,95ER | \$\$\$. \$55. \$50 pero | 445 430, 439 23CR | 355,355,359,9922 | . \$35,551,559,69CI |
| canonia gerasces | 222, 222, 228, 330, 330, 330, 330, 330, 330, 330, 33 | \$55,555,559,9900 | \$5% \$45 650 open | 222-222-722-Tal | \$55,551,550,99Cm | \$\$\$.155.550 pare |
| races bess 251Asces | 333,535,539.39Cg | \$\$\$.\$\$\$.\$\$9.00cm | Set tot cen does | 3-3,330,359.99CR | 355,583,559,6820 | \$15.555 ccs occs |
| | 555,555,559,99CR | \$\$\$.\$\$\$.\$\$9.40CB | CES SSE TAN WHOM | 222,222,238,9908 | \$55,255,539,99Ci | SEE TES THE OCCU |
| politectica ferview | • | ************** | 943*19CF79A.AACK | 555,555,539,9908 556,555,555,5908 | \$15, \$23, \$19, DOTE | 161 161 460 COM |
| outlies them other and Calleboration torogen | | | | | , | ************************************** |
| ocal Application Services | 155.555.559.000m | SEE REE CER DROP | 300 000 000 000 | | · - | |
| The same of the sa | \$\$\$, \$\$\$_6\$Q_Q | TER COR DER AND | 350 -355,559.93CE | \$\$\$.\$\$\$.259_99TB | \$\$4:446 ven noes | 500 000 000 |
| Grizon Bigital Regila Scrvices | | 4444454*93A*PSFR | 222"222"228" 20CK | 135,550,059,9978 551,555,519,9978 | tet the sen anna | 135,351,539,9078 |
| logest series Series Series CE | | | | | 4441 444 1948 - SAFK | \$45,535,359.99CR |
| Package Creation | \$55.555 see par- | | | | | |
| Distribution | 151 tet 4to | . 327, 313, 339, 99C | \$35,335,119,99CR | \$55.555.500 care | 221 the sen | *** |
| Storage | \$25 556 550 Wayne | >>>, >>, 5 2, 558.99CR | \$\$\$,583,559,9900 | \$35,556 Ptg geen | ***,333,239,99CR | 335.553.559.99CR |
| that Mandana at a same | 444 455 000 man | 335.222.23GR | \$\$5,\$\$\$,\$\$5,gora | 100 B28 258 258 | 337,335,359.59CR | 535,553,559.99CB |
| otal Yerizon Digital Sadia Services | *** *** *** 990 | 335,355,519,99CR | \$\$5.\$\$\$.\$\$Q.occo | 444 445 499 PARTK | 333,355,559,99CR | \$\$\$,\$\$\$,\$\$9,90CB |
| Series de la companya del companya del la companya del companya de la companya de | ****************** | 551,555,559.99CB | \$\$\$.\$\$\$. tto open | \$55,555,559,99CR \$55,555,559,99CR \$55,555,559,99CR \$55,555,559,99CR \$55,555,559,99CR | 333,555,559.99CR | \$\$\$,5\$\$,5\$9,99cm |
| erizon Cristit Transactions | | *** | | *** 392 * 252 AMIL | 555.555,559.99CR | 0200 022,222,222 |
| Lizaco Transactions | | | | | | |
| Financed Tronsactions | 355,555,559,9900 | \$55.555.150 gers " | \$10 CEC COD A.M. | 404 400 400 | | |
| Artion Credit Transactions Listed Transactions Finance Transactions and Torizon Credit Transactions | 555,555,550,00CR | \$55.555.559 gpro | 444 1999 1798 30CU | 335.555.559.9BCR | \$55,555.559,9909 | \$18,004 ECD 0000 |
| | 555,555,\$59.92E | 830, 222, 222, 222 | 200,447,848,95CR | \$53.555.589.40C0 | \$55.552.559.0000 | 646 EEE 540 0000 |
| refussional Survicus | | | *************************************** | \$55,553,559,99CA \$55,555,509,40CA \$55,555,559,9ECR | \$55,555,559,9000 | tit tet ten acco |
| | \$\$\$,\$\$\$,\$\$9,99cm | 225 SEE 152 222 | 500 000 000 n | | · · · · · · · · · · · · · · · · · · · | 4441499"99A"AACK |
| The same of the sa | | , 494, 983. 3½L | ************************************** | \$55.555.355.00CR | SSC. 252 SCD ppcs | 250 000 400 |
| The same of the sa | M | | | | | 499, 195, 1959, 199CU |

NADDRANGOCK (15) Current Charges Summary by Account(A1029AA)

Invator Resher 14,1452.8
Invoice Cabs F2/03/CCYY
Prise Resher 1236567
Account Number 12345670

| Bes cription | Üsage Charges | Rocurring Charges | Con-Recording Charges | Estimated Officents 5 Pivolations | Estimated Taxos+ | Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vertzon Affiliate Charges Vertzon Micheless Vertzon Michelessonianum Vetal Vertzon Affiliato Charges | | | | 7 | | \$55,555,559.59ca \$55,555,559.59ca \$55,555,559.59ca |
| Other Service Providers' Charges AN(Provider Rese)ANAMANAMANA AN(Provider Lase)ANAMANAMANAMANA Sotal Other Service Providers' Charges | | | | | | \$\$\$,5\$\$,\$\$9.99CR \$\$\$,\$\$\$,\$\$9.99CR \$\$\$,\$\$\$,\$\$9.99CR |
| ACHITICAN Charges Late Payment Fee Service and Feature Charges Historian Equipment Charges Historians Charges-Farmerly Provided by Vactum Telecom Distributed Service and Feature Charges Historianted Risc and Equipment Charges Historianted Penalties & Minimum One Time Contracted Credit Birocted Billing Allonance Total Additional Charges | \$\$4,\$\$5,\$\$9.99CH \$\$5,\$\$5,\$\$9.99CH \$\$5,\$\$5,\$\$9.99CH \$\$5,\$\$5,\$\$9.99CH \$\$5,\$\$5,\$\$9.99CH \$\$5,\$\$5,\$\$9.99CH \$\$5,\$\$5,\$\$9.99CH \$\$5,\$\$5,\$\$9.99CH \$\$5,\$\$5,\$\$9.99CH | 555,555,559,990,8 553,555,559,690,8 555,553,559,990,8 555,553,559,990,8 555,555,559,990,8 554,555,559,990,8 554,555,559,990,8 | \$45,550,519.99CR \$55,355,559.99CR \$55,555,559.99CR \$54,555,559.99CR \$55,535,319.99CR \$55,535,559.99CR \$55,555,559.99CR \$55,555,559.99CR \$55,555,559.99CR | \$58,858,858,9500 \$58,358,359,9900 \$59,958,859,5900 \$54,558,859,9900 \$54,558,859,900 \$58,558,859,9900 \$58,558,559,9900 \$58,558,559,9900 \$58,558,559,9900 | \$55,\$55,\$39,9900 \$35,\$85,\$89,9900 \$55,\$25,\$59,9600 | 555,555,559,99CR 556,555,559,99CR 556,555,559,99CR 556,555,559,99CR 554,555,559,99CR 554,555,559,99CR 555,555,559,99CR 555,555,559,99CR 555,555,559,99CR |
| Total Current Cityges | 555.555,559.99CR | \$\$\$,5\$\$,5\$9.99CR | \$\$5,\$55,\$\$9.99CR | \$\$\$.555,550.99CR | \$\$\$,\$\$\$,\$\$9.50CR | \$\$\$,555,\$\$9.99CR |

[·]faces may include Surcharpus & Universal Service Feet.



HOGOCCANDODC(18) Voice Services Summery(A2000AA)

Rode/Scrvice Level Recommandamical (40)
Physice! Address Linelmandamical (40)
Physice! Address Linelmandamical (40)
Physical Address Linelmandamical (40)
Physical Address Linelmandamical (40)
Citymandamicalmandamical (23), SI(2) Province[15) Country REMINISTERMANDAMICAL (40)
Corporation ID 12345678 Bill Payer 12345678 Node No. 12345678

Invoice Bumber 12345578 Invoice Date HOM/DD/CCYY Page Kumber XX

| Description . | Call/s | Ainutes | Charge) | Recurring Charges | Mon-Recurring Charges | Discounts & Premotions | Estimated Taxes: | |
|-------------------------------|----------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|------------------------------------------------------------------------------|--------------------------|
| Guthaund Long Distance | | | • | | | | 10423- | Total |
| Card | 777 717 777 777 | 222 000 000 | | | | | | |
| Gadicates | 777 777 777 777 | 222,217,37 | 558, 553, 559.99CR | \$\$5,\$\$\$,\$\$9,90CB | \$35,555,640 marg | 4.70 ere 200 00m- | | |
| Settched Access | 777 777 777 777 | 122,217,27 | \$55,155,159.99CR | \$53.\$\$\$.\$59.gerb | tec see the man | 202.232"224"30[8 | 5\$3,5\$\$,\$\$9.9 9CR | \$\$\$.\$\$\$.\$\$\$.gg |
| Switched Digital | CELILLICEL EXT | 222,222,22 | \$\$5,\$\$ \$.\$\$9.99 CR | \$55.185.619.00ra | See see see some | 355,338,359,99CR | 543,449,389,99CR 558,588,389,59CR 584,584,589,99CR | \$\$\$.555.259.00 |
| Ritioto Accese | 777,777,777 272 | 222,222.22 | 33,331,339,99CR | \$\$1.5\$5.550; core | eselvesings mirit | 388,880,559.99CR | 5\$5.5\$\$.\$\$9:99CR | 285.522.220.00 |
| Total Outhound Long Distance | 212,222,222 222 | 322,222,22 <u>1</u> 222,222,22 1 | 35,888,889.99CR | 988.331.219. 99 00 | 585.355.359.99CR | \$55,555,559.99CR \$55,555,559.99CR | 543.355.359.99CR 565.555.550.69CR 585.885.358.99CR 535.555.559.89CR | \$55,525,559.997 |
| Inbound Long Distance | • | | . Management . | H_552.440.040.440 | 191'122'22d'38CU | 555.58\$,469.99CB | \$35.555 550 Bond | est est est mot |
| Tell Free | | | | | | | ************************************** | ************* |
| Call Center | 777,777,727 227. | ZZZ.227.77 1 | 45.555 eta aare : | | *** *** ** | | \$\$\$.\$\$£.#\$9.\$9CR | |
| Enhanced Call Routing | 772,772,772 272 | 222.777.77 | TE EEE SEN GRAN | 153,547,5359.SHIR | 335,335,359.99CR | \$\$5.552.539.99CR | SET SEP HED BOCK | *** *** *** |
| Introduction Carring Tog | ZZZ,ZZZ,ZZZ ZZZ. | 777.777 1 | tt ttt: toa anna | 33.333.359.99CR | 553.855.559.99CR | \$\$\$.\$\$\$\$\$9.00CR | ttt tet ton nort | 055,335,559,990 |
| Universal/Plus. Freephone | 777,777,777 777 | 727.277.77 \$ | CC CCC COMPARISON A | 25.323.539.5303 | 224,515,559,99C2 | \$55,555 \$89 90CB | 553.555.459.59CR 553.555.569.99CR | 202,335,339,990 |
| Toli Free Routing Plans | 777.777 777 777 | 737 277 24 4 | 441045 OBS. WILK 1 | \$3,345,559.95ER | 222,222,222,222 | tet det eco acco | A444240********************************* | 440,335,559.99[|
| Interactive Voice Response | 777.777.777 777 | 777 272 22 4 | 441441 SAR ARTH 3 | 33,335,359.93CE | \$\$\$.\$\$\$.\$\$9.00cm | 250 E62 RCG DOCT | ************************************** | 339.355,359.955 |
| 1P Call Center | 777 777 777 | 77 772 29 4 | 44.024.922.9361 3 | 59.202.228.38CS | \$3 3.255.259.99 ce | STR SCC CCG GOOD | AANAAAA CAB BELL | 253.335,559.590 |
| ir Leit Center | 727.777.777 777 | 77 777 77 6 | ************************************** | 99,335,159,99C3 | 535. 555 .559.99cm | SE2 SEE SEE DESE | 44444444 | 955,355,559.98C |
| IP Enhanced Call Routing | 777 777 777 777 | 77 772 42 4 | APONA COME NAME & | 35,555,599.9ECR | 9740 PAT 222.222 | 280 280 Cen acon. | 404 004 9 NA3 - MECH | 224.335.339. 39 C |
| 1P Caiversal/Plus Freephone | 111,111,111 111, 111,111,111 111, 111,111, | 77 774 94 0 | 3,333,529,9527 [| 55, 555, 559, 99CR | \$5.555.550.0cm | CAR SEE SEE SHEET | \$35.075.258.99CR | 355,956,5 59.9 60 |
| Total Inhound Lang Distance | 272.727 777 777 | 22 222 22 22 4 |), 141, 259.9ECR \$ | SE, 555, \$59, 99Ch | 222.22. | tet cee ten man | 131, 182, 189, 99CR | \$\$\$.\$\$\$,5\$9.99C |
| | 212,222,222 222. | TE-CEL-TE 3 | 12,582,559,9500 \$ | \$5,555,559,99CR | 25. 111 Cto ours | tac ase ere som | 353,353,559.99CR | 355.555.559.950 |
| ocal Service | | | • | | | ************************************** | 155,515.559.99CR | \$55.355.339.997 |
| Service Level Charges | 777 773 177 777 1 | | | | | | | |
| Honthly Services | 111,111,111 111,111 111,111,111 111,11 111,111, | ec. ccc. [[]] | 5.535,559.99CR 5 | \$.555.359.95cm 9 | 25.255 Stn core s | | | |
| Featureharges | 777 777 772 277 | TE-TIT-TE 21 | 5.555,550.96cn 5 | 5.555.559.99CR 9 | SE SEC SEG GLOD | 135,333,339,99CR | 33,555,579.09CR | \$\$.555,339.99CE |
| Operator D rectory Ass stance | 777 777 777 726,0 | 44,442,72 \$\$ | 1. 1115.159.90cm 1 | 5.855.559.90CD 9 | 45 664 669 936 33CR 3 | 33,033,329.39(R | 55,555,559,58CR | \$5,5\$5,559,000 |
| CABUEL CREEK | m.m.m m., m.m.m m,, m,m,m m,, | 11,111.11 55 | 5.555.559.9ECR 5 | 3.555 Ste ogen c | CE 215 ten norm o | 10,300,839,95CR | 35.555,559.99CR | \$5.555.559.00cm |
| Direct 0 al herge | 111.111.111 111.1 111.111.111 111.1 121.111.111 111.1 111.111.111 111.1 | <i>LE</i> , ZZZ . ZZ \$8 | 5,555,589.59cm \$1 | £.551 Seq dien 6 | tt tit cen name o | 23.535.559.59CR | \$8,\$58,\$50.99CR | \$5.825.820.0cm |
| otel lacal Service | 22,212,222 222,7 | 22,222,22 \$\$ | 5,555,558.59CR \$1 | 2 444 440 0mm e | es cas see assume | 55.558,359.90CR | 81,555,559,99ER | \$5.575.600 0000 |
| | 121,111,121 121,1 221,122,122 121,1 | 12,222.22 \$\$ | 5.555,359.99CR 21 | 2 man 222 222 2 | es tes tes nom . | 51.845,319.99CR | \$5.535,559.99CR | 200 072 222 22 |
| ocal Service or | | | | A A A A A B A S A A A A A A A A A A A A | 391933'333'33CK 2 | 51,525,559.99CR 1 | \$5.555.559.00CR 1 | Statte ten nora |
| Service Lavel Charges _ coase | 777 777 777 | | | | | | | A |
| SETVICE LEVEL Charmos Harbant | m,m,m m,z m,m,m m,z | 12,222,22 \$\$ | i.5\$5,5\$9.59CR 51 | 1.141.460: opro e: | | | | |
| DESIG FUSIONS | m.m.m m.r m.m.m m.r m.m.m m.r | 2,222.22 \$\$ | .\$\$\$.\$\$9.9500 ec | E. EFE. CED BORN C | w************************************* | 55,553,559.99CR S | \$\$.\$\$\$.\$J9.49cm @ | ecen att 122.32 |
| NonBasic Charges | 41,112,712 112,7 | Z.222.22 \$\$\$ | 156 189 Garn es | t tto tto nore of | 52.303.539.99CR S | 55.553.339.90CR \$ | \$5.551.350.00rp s | SE CEE foo open |
| Switched Francher Branch | m,m,m m,n m,m,m m,n m,m,m m,n | Z,ZZZ.ZZ 353 | .\$55 \$59 geen ce | t tee tee agen a | 3.333.329.43CB.2 | 15,880.359.90CM s | \$.345 CS0 dorp & | erseersessissing |
| End office Usage | 222,222,222,222,22 | 2,222.22 \$59 | 222 SEG COPE CC | Contract Con | 3,838,559.99CR \$ | 3.538,559.99CR 9 | S ESS tto gare t | te cor see neer |
| Connen Carrier Line Usago | m.m.m m.n m.m.m m.n m.m.m m.n m.m.m m.n | Z,ZZZ.ZZ 159 | . \$55 . 150 . norm &2 | C. Mile. etc., day. St. | . 155,559.99CR \$ | 5.888.559.99CR S | S. SEZ ARE QUEE 2 | te ete ten our |
| Local Service Usage | m.m.m m.n m.m.m m.n m.m.m m.n | 2,222,77 \$55 | .555, \$40 Sape ee | 1.000.000 PM | 3.155,189.99CR 31 | 3.555.589.99CR S | S. SSS. SCO. BOPA CO | 77. 733, 339.99CR |
| Miscallangon Bage | 777_777 777 789 95 | 9 777 74 414 | 14441444 1831W 371 | | 3.555.159.00PD to | \$ \$80 000 0000 a | ANACCIONALIZATION | 14,131,339,99CS |
| Mai Local Service | 111.111.111 111.11 111.111.111 111.11 111.111. | 2,222,22 \$\$\$ | .151 190 open cod | 155 550 0000 A | 5.558,559.99CR 19 | 5,\$\$\$,\$\$9,99CR \$ | 5.535.550 mans de | 74,333,359,99CR |
| | m.m.m.m.m.n. m.m.m.m.m.n. | 2.222.22 555 | .155 ato many see | 1773,339.99CR \$5 | 7,558,559.95CR \$5 | 5.255,259.99CR S1 | 1.115.110 more es | 14.153.239.99ER |
| | | | A A & & & & & S A S A S A S A S A S A S A | , 300, 359, 99CR ES | 3.555.550_COCD_tc | 2 246 640 mach 4 | A A A A A A A A A B A B B B B B B B B B | *, *** ** STR |

^{**}Local Service forcerly provided by Verizon Telecom.



XXXXXXXXXXXX(15) Voice Serviceo Summery(A200CAA)

Invoice Hamber 12305678
Invoice Date MM/DD/CCYY Page Musicer

| escription | alin | Minutes | Utage Charges | Recurring Charges | Non-Recurring Charges | Estimated Discounts & Proaptions | Estimated Taxese | Tota) |
|-------------------------------------------------|----------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------|--------------------------------------|----------------------------------------|--------------------------------------|---------------------------------------------------|
| Conferencing | 222,722,721 2 | 77,777,71 <u>7</u> 7.77 | \$35,555,559.99CR | iss.188,889.99CR | \$\$\$.555,5\$9.99CR | \$\$\$.525.859.99CE | 200.222.222 | sss tis see open |
| Mireless Callular Contact Paging Total Mireless | 112.112.111 11 111.111.111 11 111.111.111 11 | 12,222,222.22 12,222,222.22 12,222,222.22 | 555,555,539,830R \$55,555,559,900R \$55,555,559,900R \$65,555,559,990R | 35,655,559.99CR | 255.555,559.99CR 535.555,559.99CR | \$55,555,559.99CR \$55,555,559.99CR | 551,655,359.992R 555,555,559.89CR | \$¥\$,\$\$\$,\$\$9.990 \$\$\$,\$\$\$,\$\$9.990 |
| Voice ever IP | m,m,m r | Z ,727 ,722.72 | 555.558,550.99CR 3 | 35,555,55 9.99 CB | \$\$\$,\$\$\$,\$\$9.99CR | 565,5\$\$,5\$9.99CR | \$55.555,\$69.39CR | 555,555,569.99CI 555,555,569.99CI |
| otal toice Sarvices | | | \$15,585,559.99CR S | | | | | |

^{*}Taxes may tockede Surcharges & Universal Service Foes.



RXXXXXXXXXXX(15) Voice Services Summery by Account(AZNSOAA)

Node/Service Level Naserkkikkkikkkikkk(40)
Physical Addresskikkkikkkikkkikkkikk(40) Location Addresskikkkikkkikkkikk(40)
Physical Addresskikkkikkkkikk(40) Location Addresskikkkikkkikkkikkkikk(40)
Cityxkkikkkikk(23), SI(2) Province(15) Countrykkikkkikkkikkkikkkikkkikk(30) Zipkkkikkki(15)
Corporation 10 12345678 Bill Payer 12345678 Node No. 12345678

Invoice Number 12345678
Invoice Date NS/AD/CCYY
Page Number XX
Location 10 L1234567
Account Number 12345578

| escription | Calls | Hinutes | Grages Charges | Recorring Charges | Sen-Recurring Charges | • | Estimated Discounts & Proportions | Estimated Taxes+ | |
|----------------------------------|----------------------------------------|--------------------------|------------------------|-----------------------------------------|--------------------------------------------|--------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Outland Long Distance | · | | | | | | | (CHEP. | Tota |
| Card | 777 777 777 | | | | | | | | |
| Dedicated | ************************************** | .222.222.22 \$1 | 6.118.359.99CR 5 | eres ort. 122. 15 | | | | 22 939,555,359.99CR 52 | |
| Switched Access | LLL, LLL, LLL TH | .727,727.72 \$1 | \$.151.359.99CR 1 | 15.155 Sts noce | CER CES COM ANON | 3.1/2 | , 335, 339.9)CR | 355,555,359 99CR 15 | 00.025.222.5 |
| Switched Digital | 444,231,232 223 | .ZZZ.ZZZ.ZZ \$5 | \$.555.359.99CR | EG. EEE EEO GOOM | ************* | 275 | .558.569.99CR | 250,550,350,990R 55, 555,555,550,590R 55, 555,555,859,990R 55; | . \$54 Eta aa |
| Camate Access | 222,222,222 222 | . 222, 222, 22 33 | \$.550.380.080e e | er see eta acra | Dag - 3: 21 334 - 3209 | 400 | - 558,3 59.99C C | 553,538,959,99CH 55 | . CCC . CC. a. |
| Total Outloand Long Distance | 111,111,111 777 111,111,111 777 | .ZZZ,ZZZ.ZZ \$5 | 5,359,309,99cm 5 | 85.855.559.90CM | 333, 333, 339, 99CR 325, 333, 539, 99CR | 331 | .558.539.99CR .855.559.99CR | 554,555,659,99CR 53: 558,556,559,99CR 53: 553,555,630,99CR 53: 555,558,539,59CR 53: | 22.222.22 |
| Income Lung Distance | | | ALL AND AND ADDRESS OF | 40 1442 122 723 73 | \$85.535,155.99CR | 3.53 | .885,339.99CK | \$\$\$.\$\$\$.\$\$9.500 te | ttt tto a |
| Toll Free | | | | | | | | 227 | ********** |
| Call Center | 222,222,222 <u>22</u> 2 | .272.277.27 \$6 | t fee ten name e | | | | | \$18.555,559.59CR \$55 | |
| Enhanced Cart a | 777,777,722 777 | 227 277 27 55 | t tet ven marn b | \$5.335,559.59CR | \$5,\$\$5,\$\$9.99CR | \$25 | .S\$\$.359.99ZR | SSS SCS SED COPO CO | *** *** ** |
| Enhanced Call Routing | 222,222,222 727 | .777 .777 .77 \$\$ | t fit sen norn e | 55,355,359.99ER | 55,5\$5,\$\$9.99ch | 335 | \$22.123. GGCh | \$18.555,559.59CR \$55 \$55,555,559.59CR \$55 | , 3.0, 337, 99 |
| Universal/Plus Freephone | 222,222,222 222 | 777 777 77 58 | t dee een maan b | 33,333,359.59Cg | 55,855,559.99CR | 555 | \$55.889.00ca | 256 455 460 WWW how | *322,528.99 |
| Toll Free Routing Plans | 222.222.222 227 | 777 777 77 48 | 646 648 668 5 | 33,335,359,95CR | 55.555,559.99CR | 355 | ance per 122. | 555,555,559,99CR 555 555,555,559,99CR 555 | , >53, 5, 9, 99 |
| Interactive Voice Response | 222.222.222 227 | 777 777 77 te | , 1442 S2A ARK 7 | 13,355,539.92CR | \$\$.5\$\$.559.99ER | \$88 | itt tte oure | 46-123-133-38CK 277 | ************ |
| IP Tol 1 Frae | 277,277,777 777 | 777 777 77 77 22 | *522 #88 BUCK 2 | 3.395,559.99Ch | SE. \$55, 559, 99CR | \$88 | . 200 020 000g | 558,555,559,990R 555 558,555,559,990R 565 585,658,539,990R 565 | .555.519.9C |
| IP Call Conter | 222.227 277 277 | 777 777 97 644 | need a Carron Metall 1 | 3,335,339,992# 1 | 38.555.119.90cm | 227 | 686 600 6866 | 200 CC | , 340, 559, <u>3</u> 81 |
| IP Enhanced Call Routing | 777 777 777 777 | 222 222 20 10 | .55%, 589.52CR \$8 | \$,5\$\$.\$\$9.85ch | 38.515.510 gorn | 222 | 7466 442 225 | 599,299.349.WECK Ets | .\$\$\$,\$\$9.99(|
| If Universal/Plus Freephone | 777 727 727 727 | treiter th 195 | , 555, 559, 95CR \$1 | \$,3\$5,539.99CR | 55.355.550 OLD | \$08 4004 | ACC COS ONDS | 085.855.859.99CR 858 888.855.859.99CR 888 888.855.859.99CR 888 888.858.859.89CR 888 | .\$\$\$,\$\$9.590 |
| otal Imborad Long Distance | 777 777 777 977 | TTT-TTT-TT 121 | .333.339.53CR 33 | 5.555.359.50Cn t | 25 Stt tte core | 400. | ##3.423.49(R.) | 335.335.339.93CR 255 | \$\$\$. \$\$9. GBC |
| | | TTE STE ST | .535,559.98cn 55 | 5.355.559.95CR 1 | th tet tto com | 400, | ************************************** | 355,555,359,99ER 555 555,555,359,59ER 555 556,555,559,59ER 555 556,555,559,99ER 555 | \$35.559.990 |
| ocal Service | | | | | | **** | 1392-1334-32CE | 312, 8366, 665, 525, 525 | \$\$\$.559.990 |
| Service terel Charges | 272 772 672 | | | | | | | | |
| Fighthly Services | 777 777 777 | <i>LLL.ZZZ.ZZ</i> \$\$\$ | .\$\$\$.\$59.99CR \$\$ | 9 erso, 022, 222, 2 | es ett tta anna . | *** | *** | | |
| feature Charme | W. M. M. M. | 222,222.22 \$\$\$ | .5\$5,539.59CR 55 | 5.545.550 oare c | it tet een oom i | 355, | 355,539,59CR 1 | 845,856,589.99CR 588, 888,888,889.99CR 588, 888,888,889.99CR 588, | SSS_222 ear |
| Operator/Directory Assistance | 111,611,111, 111, | 222,222.22 \$\$\$ | .585.550.950B SS | \$.556.550 nace e | 77:323,537,99EX | 30. | 522 S25 36CB | 45.555.557.99CR \$65. 65.655.659.99CR \$65. 55.656.559.99CR \$68. | 355,750 027 |
| Varual Carre | LLL. LLL. LLL ZZZ. | ?22,222.22 \$\$\$ | \$15.539.99CE 50 | S. SET TES ASSES A | 77,343,339,99UR | Y | 355,359.9.KB 5 | \$5.5\$\$.5\$9.99CR \$38 | 255 fte one |
| Direct.Dial Charges | 222,222,221 222, | ZZ,ZZZ.ZZ \$5\$ | \$\$\$.450 Gora co | t cie tea mon a | 3.483.449.99CH | 33 | \$55,\$39.99CR 1 | 55.656.559.99CR \$35.55.558.559.99CR \$35.558.559.99CR \$35.559.99CR \$35. | det tea ann |
| etal Legal Service | 111,712,722 222,2 | 22,222,22 \$\$\$ | SSS GOO GOOD CC | 1 526 660 AUDO - | ************************************** | 30 | 355,359.99CR 5 | 35.435.539.952R 5%8 55.131.959.962R 535 35.855.559.962R 545 | essist, ye |
| ALC: 41CE | 177,772,772 272,7 | 77,777.77 55% | \$55 \$50 perp 400 | #44 #45 April 31 | 5.355,539,99CA | 35, | 255.589.99CR \$ | 35,555,559,992R 535, 55,555,559,992R 555, 55,555,959,992R 555, | ##E,339.99L |
| scal Servicess | | 740 | 44414634336W 39 | staattaaraarik 😢 | 3.355,559.59CR (| \$5 | 555,559.99CR S | 15,555,559.99CN 365, 25,353,659.99CN 365, 55,556,559.99CN 565, | ***,>**.9 <u>%</u> |
| Service Level Charges - Basic | | | | | | | | 441000 145 145 145 145 145 145 145 145 145 145 | 377,539. 39 (J |
| Service Level Charges - Kondesic | ZZZ,ZZZ,ZZZ ZZZ,Z | 22,222.22 \$\$\$. | \$56 KSO done est | | | | | \$\$.\$\$\$,\$29.99CR \$\$5,: | |
| Basic Charges | 222,222,222,222,2 | 22.227.77 556 | EEE CED DOOR SEE | *************************************** | 5.355.5\$9.99CR 1 | 35.5 | 35.539.99cm to | \$\$.\$\$\$,\$29.99CR \$\$5, \$\$.\$\$\$,\$89.59CR \$\$5, | tee Sin annu |
| Hondasic Charges | 222,722,272 272,2 | 27.772 27 444 | tel ven neen coa | . 333, 339. 99CR 53 | 1.565.589.99CR \$ | 98.9 | \$5.850.90FR C | te tie ten com ess | 33,359.99CR |
| Switched Transport Usage | 727,722,222 722.7 | ZZ. 227 . 77 \$44 | ECC CED DOOR SAN | , 333, 359.99CR \$\$ | 3,35\$,1\$9.99CR S | \$5.3 | \$5.550.00CD to | Lt tet sen noem san | 53,359.99CR |
| End office Mage | 777,777,777 777,7 | 27.277.77 tst | tte ten noon oon | .335.359.99CB §\$ | 5.555.559.99CR 5 | \$8.5 | \$2.859.49CD C | 55.535,529,99CR \$\$5, \$5.5\$\$.289.99CR \$\$5, \$5.53\$.529.99CR \$\$5, \$5.53\$.529.99CR \$\$5, | 33,559,99C0 |
| com office usage | 222.222.727 777 7 | 7 777 77 100 | 0401402-3356 333 | **** ********************************* | 5.555.239.99CR R | EK. È | te tto open de | C CC CC CCC | 35,539.99CR |
| Common Corrier Link Usage | ZZZ.ZZZ.ZZZ zzz zzz z | 77 777 77 633 | A441452.33CK \$23 | .431,339.95CR 13 | E.533.550.49CD t | 2 40 | SC COB GBAN 64 | THE REAL PROPERTY AND ADDRESS OF THE PARTY O | 23 993 A2CK |
| Local Service Usage | 777.777 777 777 7 | 27 777 77 444 | 4991498-ARCH 322 | -555,559. 99CR -88 | 5.395.200 page Co | tit e | 2C 626 8668 20 | 4 * 4 6 4 * 4 9 3 * A A C # 32 2 * 7 | 35,359.99CR |
| Viscellaneous Usage | 777 777 777 777 777 | 77 777 77 201 | 944 1953 - PACK 199 | ,595,539.99CR \$5 | 5.\$\$\$.\$\$9.99CR 2 | 2 22 | St tto open ee | ascention mark 1117 | 33,339.99CR |
| tal Local Survice | ZZZ.ZZZ.777 777 7 | 17 777 77 eee | 133.459_99CR \$\$\$ | .355,359.99CR 55 | . 1.2. 2.2. 20ra co | 2 2 | ti the sero ee | 33,331,830.99CR 188,3 35,555,859.99CR 185,3 35,585,889.99CR 185,3 35,885,889.99CR 185,3 5,885,889.99CR 185,3 | \$\$,\$\$9.99CR |
| | | CEC . XC 333, | 33.559.55CR \$\$1. | .\$5\$.\$\$9.99CP \$\$ | \$\$\$ 250 pppp #4 | | 44.403.336K 35 | 7,737,359.99CR \$\$\$.3 | \$5.359.99CR |

^{*}oLocal Service formerly provided by Merizon Telecom.



Invoice Humber 12345674
Invoice Date 201/20/CCYY
Page Humber XX
Location ID 12345678
Account Number 12345678

| Description | Calls | Hinutes | Usage Charges | Recurring Charges | Hon-Recurring Charges | Estimated Discounts & Projections | Estimated Takes* | Total |
|-------------------------------------------------------------|-----------------------------------------------------|------------------------------|--------------------------------------|---------------------------------------|--------------------------------------|------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------|
| Conferencing | m,m,m m | ,222,222,22 | 555,555,559.99CR | 555,555,559,99EE | \$5\$,5\$8,\$59.99CR | \$\$\$,\$\$\$,\$\$9.99CR | 345,585,589.99C2 | 551,555.559.99CR |
| Hireless Celiniar Contact Paging Total Wireless | 212,222,722 M 217,721,722 172 772,772,772 777 | . 111,111.12 . 111,111.11 | 555,555,559.9523 555,555,359.99CR | \$33,535,559,990m 585,535,559,990m | 955,555,559.99CR 955,555,559.99CR | \$\$\$,\$55,\$59.99CR \$\$\$,\$88,\$59.59CR | \$59,585,589,96CR \$58,585,889,29CR | \$55,255,559,99CR \$55,555,559,99CR \$25,555,559,99CR \$55,555,559,99CR |
| Yoice over I? | | | | | COARCHAS SANT BREE | 44414991493732FK | 222,222,239.33(% | \$\$\$,\$\$\$,\$\$9.99CR \$\$\$,\$\$\$,\$\$9.99CR |
| Yotal Notes Services | | | | | | • | | \$55,\$37,\$59.99CR |

[·]Taxes may include Surcharges & Universal Service Fees.



Invoice Number 123456
Invoice Date 123456
Page Number XX
Lastion 1: 1234557
Account Number 1236578

| Pastription | Pratform Type | Serv-te Level | | Concernment Late Locid | | . Necerring Charges | Non-Recurring Charges | nt Humber | 1234567 |
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| tal Voice over IP Service Charges | | | | | | | | 385,354,85 | D Dage |
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| | | | | | | 35.885.289.99CM | \$5\$,\$C\$,259.99CR | 835,559,55 | = 33FK |



MEXAMMODIAMM(15) Voice Services - Voice over IP Detail by Account(A/450AA)

Igvoice Number 12305678 Pavoice Date 20/20/CCYY Tage Number EX ecation ID . L1239567 Account Dember 12345578

| Description | | Platform Type | Service Level | Silling Typs | Calls | Hinutes | Usage Charges | Surcharges | Total |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------|-------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------|------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Voice over IP Usage Char | gas | | | | | | | | 10001 |
| Domestic to Graestic Domestic to Int'i int'i to Demostic Int'i to Int'i int'i to Int'i | (91/00/CCYY #31/60/CCYY #31/60/CCYY #31/60/CCYY #31/60/CCYY | Legacy IP Centrex Legacy Legacy | LO Local Ondet LD Onket Collet Only | Router CCL-United Subscriber Cot CCL-Fiered CCL-Fatered | 121,121,129 121,121,129 122,121,129 121,121,129 121,122,129 | 22,222,229.9 22,222,229.9 22,222,229.9 | | 1115,159.99CE 8683,569.9ECE | 593, \$35, 6 59, 90 da 885, 556, 559, 90 cm 855, 556, 559, 90 cm 855, 556, 559, 590 856, 555, 559, 590 856, 555, 559, 590 |
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| iotal Veice ever IP | | | | | | | | | \$\$\$,\$\$\$,\$\$9.99CR |
| *Taxes may include Univers | al Caruleo Casa | | · · · · · · · · · · · · · · · · · · · | | | <u>.</u> | | 127 | \$\$\$.555,539.99CR |



XXXXXXXXXX(15) Voice Services - Voice over IP Detail(A4ACSAA)

Invoice Number 12345678 Invoice Date HVRD/CCYY Page Number XX

| Description | Platform Type | Service Level | Balliggs Type | Concurrent Call timit | Suantit | Charges | Non-Recurring Charges | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------|--------------------------|--------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
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| Site None Siz34567 Site Address Nonesternistations | | | | | | | | |
| Establishment Arrangementales (36) New District | NVOD IP Centres NVOD IP Centres NVOD Legacy NVOD Legacy | LD Local Owler LD Order LD Onler Calet Only LD Local Gallet | Subjection for ted | t 99,999 92,999 | m,m.m | 550,835,189,990; 555,555,559,990; 555,555,559,990; 535,555,559,990; 535,555,559,990; | 900.022,322,223 900.022,322,322 | IM \$55,555,559,99 IR \$55,555,559,59 IM \$55,555,559,990 IR \$55,555,559,990 IR \$55,556,539,920 |
| XAProduct DescriptionXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | 35) :YY | | | | | \$\$\$.\$\$\$.\$\$9.99CR | \$\$\$,\$\$\$,\$\$9,990 | R \$35,555,159.99C |
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NUCCXXXXXXX(15) Veice Services - Veice over IF Datali(Ad400AA)

lavoice Number 12345678 Invoice Date 325/03/CCYY Pago Number IX

| Description | | Platform Type | Service Level | Billing Type | Calls | Minutes | Usaya Charges | Surcharges | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Voice over 37 Stage Charges | | | | | | | 41101 243 | Jul CHarges | Total |
| Site Name \$1234567 Site Adaross | | | | | | | | | |
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| Estimated Discounts and Pro- Estimated Taxos & Surchard lotal Yelf Esage Charges for Entimated Discounts and Pro- | Site State | B323-6567 · | | | 222,222,229 | | | \$55\$,\$59,99CR \$658,\$59.69CR | \$\$\$,\$\$\$,\$\$9,990 \$35,\$\$2,\$\$9,990 \$\$5,\$\$5,\$\$9,900 \$\$\$,\$\$\$,\$\$9,900 |
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| ·laxes may include Universal Se | rvice lase | | | | | | | 16 | iss,555,559 .99C R |



Pricing Sheet – Attachment A

Verizon Response

Refer to embedded document for pricing details.



State of WV -Updated SIP Trunking

Pricing Sheet ** 'tachment A

CRFQ SWC*____

| Α | В | С | D | E | F | G |
|-----------------------------------------|--------------------|-----------------------------------------------------|---------------|--------------------------------------------|---------------------------------|----------------------------------|
| Description of Service | Estimated Quantity | Monthly Recurring Cost (MRC) - Vendo Response | Branco Coct | Non-Recurring Cost (NRC) - Vendor Response | Total NRC Calculated (B * E) | Total Cost Calculated (D + F) |
| Access/Transport / PIP Port | | | | | | |
| T1 - 1.536 Mbps | 10 | \$ 406.00 | \$ 48,720.00 | | \$ - | \$ 48,720.00 |
| Bonded T1s - quantity two (2)* | 10 | \$ 588.00 | \$ 70,560.00 | | \$ - | \$ 70,560.00 |
| 10 Mbps Ethernet | 10 | \$ 805.00 | \$ 96,600.00 | | \$ - | \$ 96,600.00 |
| 20 Mbps Ethernet | 4 | \$ 1,155.00 | \$ 55,440.00 | | \$ - | \$ 55,440.00 |
| 50 Mbps Ethernet | 4 | \$ 1,638.00 | \$ 78,624.00 | | \$ - | \$ 78,624.00 |
| 100 Mbps Ethernet | 4 | \$ 2,100.00 | | | \$ - | \$ 100,800.00 |
| 1 Gbps Ethernet | 2 | \$ 4,777.00 | | | \$ - | \$ 114,648.00 |
| Class of Service - Real Tims ** | | | \$ | | | L |
| 1.3 Mbps | 10 | \$ - | \$ - | | \$ - | \$ - |
| 2.0 Mbps | 10 | \$ - | \$ - | | \$ - | \$ - |
| 10 Mbps | 10 | \$ - | \$ - | | \$ - | \$ - |
| 20 Mbps | 4 | \$ - | \$ - | | \$ - | \$ - |
| 50 Mbps | 4 | \$ - | \$ - | - | \$ - | \$ - |
| 90 Mbps | 4 | \$ - | \$ - | | \$ | s - |
| 100 Mbps | 4 | \$ - | \$ - | | \$ - | \$ - |
| 200 Mbps | 4 | \$ - | \$ - | | \$ - | \$ - |
| 300 Mbps | 2 | \$ - | \$ - | | \$ - | \$ - |
| 400 Mbps | 2 | \$ - | \$ - | | \$ - | \$ - |
| 500 Mbps | 2 | \$ - | \$ - | | \$ - | \$ - |
| Simultaneous Calis | | | \$. | | | |
| Per Simultaneous Call - Including Local | | | | | | |
| and Long Distance calling | 2000 | \$ 17.50 | \$ 420,000.00 | 5.25 | \$ 10,500.00 | \$ 430,500.00 |
| Telephone numbers | | | \$ - | | 10,000,00 | + 150,500.00 |
| Block of 20 Telephone numbers | 500 | \$ 3.44 | \$ 20,640.00 | 5 | \$ 2,500.00 | \$ 23,140.00 |
| Cost Summary | | | \$ - | | - 2,500.00 | 7 E0,140.00 |
| Total Monthly and Non-recurring | | | Š - | | | \$ 1,019,032.00 |
| Notes | | | 1 T | | L | 7 1,013,032.00 |

Notes:

Service Provider Identification Number (SPIN) for E-rate purposes:

143001197

^{*} Will provision circuit as 3 Mbps Ethernet.

^{**} Class of Service / Real Time is included in the Access/ Transport / PIP Port pricing.

Forms



Verizon Response

Refer to embedded file(s) above for copies of signed forms. Refer to hard copy response for signed forms.



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia **Request for Quotation** 21 - Info Technology

Proc Folder: 226529

Doc Description: Addendum #1 SIP Trunking and Transport

Proc Type: Central Master Agreement Version Date Issued **Solicitation Closes** Solicitation No 2016-07-08 2016-07-27 CRFQ 0212 SWC1600000012 2 13:30:00

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a

Verizon Business Services 4700 Maccorkle Ave Se Charleston, WV 25304 (304) 356-3395

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale (304) 558-8801

stephanie.l.gale@wv.gov

47-0751768 ignature X

DATE

All offers subject to all terms and conditions contained in this solicitation

Marsha K Harrell Senior Consultant Contract Management

Page: 1

FORM ID: WV-PRC-CRFQ-001

| ADDIT | TCOR | IAI. | INFORM2 | MOTTS |
|-------|------|------|---------|-------|

...dendum #1 issued to:

To change the bid opening time and date to July 27 @ 1:30pm.
 To provide responses to technical questions.
 To change specification 3.1.1 from "Vendor must have a minimum of 8 (eight) years providing proposed services to customers with networks of equivalent size and complexity as this bid", to "Vendor must have a minimum of 5 (five) years providing proposed services to customers with networks of equivalent size and complexity as this bid."
 To provide an updated pricing sheet.

End of Addendum #1.

| INVOICE TO | | SHIP TO | |
|------------------------------------------|---------|---------------------------------------|------------------------------------|
| VARIOUS AGENCY LO AS INDICATED BY ORI | | STATE OF WEST VIE VARIOUS LOCATION | RGINIA IS AS INDICATED BY ORDER |
| No City | WV99999 | No City | WV 99999 |
| US | | US | |

| Line Comm Ln | Desc | Qty | Unit Issue | Unit Price | Total Price |
|--------------|-------------------|---------|------------|------------|-------------|
| 1 SIP Trunk | ing and Transport | 0.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81161700 | | | |
| i | | | |

tended Description:

_.. Trunking and Transport

SCHEDULE OF EVENTS

Event Date Event Line 2016-07-01 1 technical Questions Due

SOLICITATION NUMBER: CRFQ SWC1600000012 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

| Applicable | Addendum | Category: |
|------------|----------|-----------|
|------------|----------|-----------|

| W. | Modify bid opening date and time |
|-----|----------------------------------------------------------|
| [] | Modify specifications of product or service being sought |
| | Attachment of vendor questions and responses |
| [] | Attachment of pre-bid sign-in sheet |
| [] | Correction of error |
| | Other |

Description of Modification to Solicitation:

Addendum #1 issued to:

- 1. To change the bid opening time and date to July 27 @ 1:30pm.
- 2. To provide responses to technical questions.
- 3. To change specification 3.1.1 from "Vendor must have a minimum of 8 (eight) years providing proposed services to customers with networks of equivalent size and complexity as this bid", to "Vendor must have a minimum of 5 (five) years providing proposed services to customers with networks of equivalent size and complexity as this bid."
- 4. To provide an updated pricing sheet.

End of Addengum #1.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

100

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

1) Does the state require that the vendor bid on all of the sites listed on pages 34-36 of the RFP PDF document? Or is a partial bid acceptable?

WVOT Response 1: We expect the successful vendor to be able to provide service either on their own or by utilizing a subcontractor/s, to all existing sites, and any new sites we may add, as noted in the Purpose and Scope. Also, as stated in 4.2, "Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified."

- 2) Referencing section 3.2.5.2, what exactly does the state need ANI to do?

 WVOT Response 2: Automatic number identification (ANI) is a feature that allows a telephone to show the number of the calling party. WVOT requires vendors to provide this service.
- 3) Is the state requesting a fully managed SIP solution? Meaning are they requesting a hosted SIP solution?

WVOT Response 3: No.

4) Referencing section 3.1.1 – Would the bidder be disqualified if they did not meet the requirement of having a minimum of 8 years of experience in delivering SIP Trunks?

WVOT Response 4: As written, yes, any bidder would be disqualified if they were unable to meet the required 8 years of experience. However, we have chosen to amend this minimum requirement to 5 years of experience in delivering SIP Trunks.

5) Referencing section 3.2.5.4 - What exactly is meant by "Load Balancing"?

WVOT Response 5: WVOT is implementing two individual SIP trunks in Charleston and Clarksburg locations. In the event of one of these trunks failing, all voice traffic in that particular trunk will be diverted to the other SIP trunk for service.

6) Referencing section 3.2.5.5 – Would the bidder be disqualified if they were not able to support the DNIS function?

WVOT Response 6: Yes, any bidder unable to support DNIS function would be disqualified.

7) Referencing section 3.2.5.18 – Would the bidder be disqualified if they were not able to support the T.38 protocol?

WVOT Response 7: Yes, any bidder unable to support the T.38 protocol would be disqualified.

8) Referencing section 3.2.6.6 – Would the bidder be disqualified if they do not do SIP over TCP?

WVOT Response 8: No, as stated in the specification, "Must support SIP over TCP or UDP."

9) Due to the complexity and breadth of this RFP, the extremely short time period between questions and due date as well as all of this occurring during a national holiday would it be possible to receive a 2-4 week extension for the due date?

WVOT Response 9: Yes, we agree to extending the bid opening date to accommodate vendors, please see the revised date per the additional addendum documentation.

10) With the requirements of SIP trunks there are many items that will need to be addressed within the contract that are currently not included on the State Contract within this RFP. Will the State consider utilizing a vendor contract?

WVOT Response 10: No, we are unable to negotiate additional items after award. If there are further items that must be addressed, please bring them to our attention now so that the specifications can be modified if needed.

11) 3.2.1 Vendor must provide two-way Public Switched Telephone Network (PSTN) access via SIP Trunks over secure private connections engineered for

voice quality of service.

3.2.2 Vendor must provide private network handoffs via dedicated TI or Ethernet circuits. Is WVU looking to procure SIP trunks over Internet service with CoS or Virtual Private Network (VPN) MPLS connections?

WVOT Response 11: WVOT is seeking secure private connections provided by the successful bidder. SIP Trunks over the Internet will not be accepted. VPN MPLS or other types of private access connectivity will be accepted.

- 12) 3.2.5.4 Must provide load balancing capability between inbound and outbound traffic 1 Is this requirement related to SIP Trunks or transport?
- 2. If SIP Trunking, outbound call routing is typically determined by the IP PBX/SBC. How does the State envision the SIP provider load balancing outbound traffic from the premises to the provider?

WVOT Response 12: WVOT is implementing two individual SIP trunks in Charleston and Clarksburg locations. In the event of one of these trunks failing, all voice traffic in that particular trunk will be diverted to the other SIP trunk for service. Outbound load balancing will be WVOT's responsibility.

13) 3.2.7.1 Must support QoS tagging using IEEE802.IQ-2011 Is this required if the transport for the SIP Trunking service is a Layer 3 service? If the transport service is a Layer 3 service, can DSCP/IP Precedence be used in lieu of 802.1p bits?

WVOT Response 13: 1) No, QoS tagging using IEEE802.IQ-2011 is not required if the transport for the SIP Trunking service is a Layer 3 service. 2) Yes, if the transport service is a Layer 3 service, DSCP/IP Precedence can be used in ileu of 802.1p bits.

14) 3.2.7.3 Must ensure Vendor does not impede the ability of the State to utilize 802.IQ-2011 tagging (Q-in-Q) Will the State consider this a non-applicable requirement if the transport solution is a Layer 3 service?

WVOT Response 14: Yes, WVOT will accept it.

15) General Will routers be required at the specified locations, or will the State provide those to the specified entity ordering the service.

WVOT Response 15: WVOT will provide the router edge devices for SIP Trunk connections.

16) Our SIP Trunking solution can be built as a standalone solution or we can leverage a customer's existing infrastructure to provide service. How would the State recommend we differentiate between these approaches in the spreadsheet that was provided?

WVOT Response 16: The pricing page is not designed to accommodate two different bids. Vendors may submit more than one bid.

17) SIP Trunking pricing sheet — Attachment A". The formula in Column D is incorrect. It leaves out the "12" for the 12 months to get the annual cost. The question should be something like:

We believe that there is a formula error in Column D of the "SIP Trunking pricing sheet – Attachment A.xlsx" pricing spreadsheet. The heading in Column D states that the formula should be "Annual Cost – Calculated (12*B*C). The actual formula in column D leaves out the 12. For example the formula in cell D4 is "=B4*C4". Should all of the formulas in Column D be changed to add the "12" for 12 months?. For example, the formula in Cell D4 would be "=12*B4*C4".

WVOT Response 17: The formula error present in Column D has been updated. The revised Pricing Page Attachment A will be distributed in this Addendum.

CRFQ SWC*____

| Α | В | C | D | E | F | I G |
|-------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------|---------------------------------|--------------------------------|
| Description of Service | Estimated Quantity | Monthly Recurring Cost (MRC) - Vendor Response | Annual Cost Calculated (12 * B * C) | Non-Recurring Cost (NRC) - Vendor Response | Total NRC Calculated (B * E) | Total Cost Calculated (D+F) |
| Access/ Transpork | | A SALE OF CHILDREN SEE SEE | A . Srac | PERKENATUR : K-ida n | () () () () () () () () | All Printed and the same |
| T1 - 1.536 Mbps | 10 | | \$ - | | \$ - | |
| Bonded T1s - quantity two (2) | 10 | | \$ - | | 4 | \$ - |
| 10 Mbps Ethernet | 10 | | \$ - | | | \$ - |
| 20 Mbps Ethernet | 4 | | \$ - | | | \$. |
| 50 Mbps Ethernet | 4 | | \$ - | | A | \$ - |
| 100 Mbps Ethernet | 4 | **** | \$ - | | A . | \$ |
| 1 Gbps Ethernet | 2 | | \$ - | | 2 | \$ - |
| Class of Service - Real Time | | | \$ | | 2 - | \$ - |
| 1.3 Mbps | 10 | | \$ - | | ć | 1 |
| 2.0 Mbps | 10 | THE RESERVE ASSESSMENT ASSESSMENT TO A PROPERTY OF THE PARTY OF THE PA | \$ - | **** | \$ - | \$ - |
| 10 Mbps | 10 | | \$ - | | \$ - \$ - | \$ - |
| 20 Mbps | 4 | | \$ - | | A | \$ - |
| 50 Mbps | 4 | | \$ - | | | \$ - |
| 90 Mbps | 4 | | \$ - | | A | \$ - |
| 100 Mbps | 4 | | \$ - | | À | \$ - |
| 200 Mbps | 4 | | \$ - | | | \$ - |
| 300 Mbps | 2 | | \$ - | | \$ - | \$ - |
| 400 Mbps | 2 | | \$ - | | \$ - | \$ - |
| 500 Mbps | 2 | | \$ - | | \$ - | \$ - |
| Simultaneous Calls | | | \$ | | \$ - | \$ |
| Per Simultaneous Call - Including Local and Long Distance calling | 2000 | | \$ | | | |
| Telephone numbers | 2000 | | \$ | | \$ - | \$ - |
| Block of 20 Telephone numbers | 500 | | \$ - | | ė | * |
| Cost Summary | | | \$ | | \$ - | \$ - |
| Yotel Hanthly and Non-recurring | | | 5 | | | A |
| | | | | | | \$ |

Service Provider Identification Number (SPIN) for E-rate purposes:



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 21 — Info Technology

Proc Folder: 226529

Doc Description: Session Initiated Protocol (SIP) Trunking and Transport

Proc Type: Central Master Agreement

| Date issued | Solicitation Closes | Solicitation | No | Version |
|-------------|------------------------|--------------|--------------------|---------|
| 2016-06-21 | 2016-07-13 13:30:00 | CRFQ | 0212 SWC1600000012 | 1 |

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services 4700 Maccorkle Ave Se Charleston, WV 25304 (304) 356-3395

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale (304) 558-8801

stephanie.l.gale@wv.gov

gnature X / Vastak. Howell FEIN# 47-07517

DATE

7(8)16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a statewide en-end contract for Session Initiated Protocol (SIP) Trunks with Transport.

| INVOICE TO | | SHIP TO | |
|---------------------------------------------|---------|-----------------------------------------|--------------------------------|
| VARIOUS AGENCY LOCA AS INDICATED BY ORDE | | STATE OF WEST VIRG VARIOUS LOCATIONS | SINIA AS INDICATED BY ORDER |
| No City | WV99999 | No City | WV 99999 |
| us | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------|---------|------------|------------|-------------|
| 1 | SIP Trunking and Transport | 0.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|---|
| 81161700 | | | • | · |
| | | | | |

Extended Description:

SIP Trunking and Transport

| SCHEDULE DE EVENTS | |
|--------------------|--|
| | |
| | |
| | |
| | |

| COMMISSION STREET | | | |
|-------------------------|------------------|---------------------------------|--|
| Line Event 1 technic | al Questions Due | <u>Event Date</u> 2016-07-01 | |

| | Document Phase | Document Description | Page 3 |
|---------------|----------------|-------------------------------------------|--------|
| SWC1600000012 | Final | Session Initiated Protocol (SIP) Trunking | of 3 |
| | | and Transport | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Rev. 04/14

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing

| Divis | ion will make the determination of the Vendo | or Preference, if applicable. |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | ing the date of this certification; or, Bidder is a partnership, association or co business continuously in West Virginia; t ownership interest of Bidder is held by a maintained its headquarters or principa preceding the date of this certification; o Bidder is a nonresident vendor which has | and has resided continuously in West Virginia for four (4) years immediately preced progration resident vendor and has maintained its headquarters or principal place of for four (4) years immediately preceding the date of this certification; or 80% of the nother individual, partnership, association or corporation resident vendor who has all place of business continuously in West Virginia for four (4) years immediately by: a an affiliate or subsidiary which employs a minimum of one hundred state residents ters or principal place of business within West Virginia continuously for the four (4) |
| 2. | | e that, during the life of the contract, on average at least 75% of the employees lents of West Virginia who have resided in the state continuously for the two years |
| 3. | atfillate or subsidiary which maintains it minimum of one hundred state residents | ng a minimum of one hundred state residents or is a nonresident vendor with an a headquarters or principal place of business within West Virginia employing a a who certifies that, during the life of the contract, on average at least 75% of the idiary's employees are residents of West Virginia who have resided in the state |
| 4. | Application is made for 5% vendor pr Bidder meets either the requirement of bo | reference for the reason checked: oth subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or, |
| 6. | Application is made for 3.5% vendor Bidder is an individual resident vendor who | preference who is a veteran for the reason checked: o is a veteran of the United States armed forces, the reserves or the National Guard mously for the four years immediately preceding the date on which the bid is |
| 6. | Bidder is a resident vendor who is a verter purposes of producing or distributing the continuously over the entire term of the c | preference who is a veteran for the reason checked: ran of the United States armed forces, the reserves or the National Guard, if, for commodities or completing the project which is the subject of the vendor's bid and project, on average at least seventy-five percent of the vendor's employees are led in the state continuously for the two immediately preceding years. |
| 7. | dance with West Virginia Code §5A-3- | a non-resident small, women- and minority-owned business, in accor- 59 and Wast Virginia Code of State Rules. It prior to contract award by the Purchasing Division as a certified small, women- |
| require against | ments for such preference, the Secretary m | etermines that a Bidder receiving preference has failed to continue to meet the nay order the Director of Purchasing to: (a) reject the bid; or (b) assess a panalty % of the bid amount and that such penalty will be paid to the contracting agency act or purchase order. |
| authoriz | res the Department of Revenue to disclose to | disclose any reasonably requested information to the Purchasing Division and the Director of Purchasing appropriate information verifying that Bidder has paid formation dose not contain the amounts of taxes paid nor any other information at. |
| and ac | curate in all respects; and that if a cont | Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true tract is issued to Bidder and if anything contained within this certificate or will notify the Purchasing Division in writing immediately. |
| Bidden | Verizon Business Network Services Inc., on b | |
| Date: | MCI Communications Services, Inc. d/b/a Ver | rizon Business Services Marsha K Harrell |
| | | Senior Consultant |

Contract Management

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the appreciate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Vs. Code, workers' compensation premium, permit fee or serviconmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penelty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, pennit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninamed employers' fund or being in policy default, as defined in W. Vz. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a perty, whether an individual, corporation, partnership, association, finited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vandor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false awaring (W. Vs. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

| Vendor's Name: Verizon Business Network Services Inc., on behalf | If of MCI Communications Services, Inc. d/b/a Verizon Business Services |
|------------------------------------------------------------------|-------------------------------------------------------------------------|
| Authorized Signature: Manhah. Harry | U Date: 7/8/16 |
| State of Mississipping Marsha K Senior Con Contract Mar | sultant |
| County of Hinds to-wit: | Quili V |
| Taken, subscribed, and sworn to before me this X^{-1} day of | PU 14 , 20 Co |
| My Commission supires Main 3 2 | 20 M () () |
| AFFIX SEAL HERE NOTAR | YPUBLIC Maela H. Coser |
| TE OF MISO | Psychaeling Afficiant (Revised 07/01/2012) |

WV-96 Rev. 5/16

<u>AGREEMENT ADDENDUM</u>

In the event of conflict between this addendum and the agreement, this addendum shall control:

<u>DISPUTES</u> – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. <u>TAXES</u> Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
- 5. PAYMENT Any reference to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7. NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- s. <u>FISCAL YEAR FUNDING</u> Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUS OF LIMITATIONS Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. FEES OR COSTS The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. <u>LIMITATION OF LIABILITY</u> The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. <u>RIGHT TO TERMINATE</u> Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. <u>TERMINATION CHARGES</u> Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. <u>INSURANCE</u> Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parities. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
- 22. <u>DELIVERY</u> All deliveries under the agreement will be FOB Destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

| ACCEPTED BY: | f |
|------------------------|---------------------------------------------------------------------------------------------------------------|
| State of West Virginia | Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business |
| | Services |
| Spending Unit: | Company Name: |
| igned: | Signed: 11 Jun ha 17. 17 over 1 |
| Title: | Title: Marsha K Harrell Senior Consultant |
| Date: | Date: Contract Management |

Corporate Policy Statement

Policy No.: CPS-103 Issued: December 6, 2010

Subject: Authority to Approve Transactions



APPENDIX 4 VERIZON BUSINESS CPS-103 LETTER OF DELEGATION OF AUTHORITY FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management (VZ II Management)
Marsha K Harrell, Senior Consultant, Pricing & Contract Management (VZ II Management)
Jacqualynn A Whiting, Director, Pricing & Contract Management (VZ II Management)

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy.

This will be effective beginning on July 1, 2016 and ending on June 30, 2017 or before if rescinded by me.

Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at

corporatefinancecompliance@core.verizon.com: and ensure the delegation is entered into the Accounts Payable system when appropriate.

| Approved By: Signature | C/I/IC Date |
|-------------------------------------|-------------------|
| Anthony Recine Name | VZ ID |
| SVP & CMO | |
| Responsibility Code or Cost Center | Code |
| Delegate's Signature Jacqualynn A | 6/7/16 Whiting |
| Paris & My | 4/6/16 |
| Delegate's Signature - Patricia L M | £ 6/2/16 |
| Delegate's Signature - Marsha K Ha | arrell |

VSA



Verizon Service Agreement - WV SIP

Refer to hard copy response for signed version.

VERIZON BUSINESS SERVICE AGREEMENT

| Verizon Business Network Services Inc. | State of West Virginia ("Customer"): |
|----------------------------------------|--------------------------------------|
| One Verizon Way | |
| Basking Ridge, NJ 07920 | Address |
| By: Y May a h, Harrell | Ву: |
| Name: Marsha K Harrell | Name: |
| Title: _ Senior Consultant | Title: |
| Date: Contract Management 755/19 | Date: |

TERMS AND CONDITIONS

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and Customer. This Agreement is binding upon execution by the parties named above. The pricing in this Agreement is effective when Service (defined below) is installed except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after the dates, if any, set forth in attachments or exhibits to this Agreement.

Customer Consent to Use of CPNI (Not Applicable to Arizona Customers). In order to better serve Customer by offering additional products and services, Verizon, Verizon Wireless and their affiliates (the "Verizon Companies") may need to use and share certain Customer information as described herein. The Federal Communications Commission ("FCC") and various states require the Verizon Companies to protect information relating to the quantity, technical configuration, type, destination, location, and amount of use of their customers' telecommunications and interconnected VoIP services purchased from the Verizon Companies, and related local and toll billing information ("CPNI"). The Verizon Companies acknowledge that, under law, they have a duty to protect, and Customer has a right to protection of, the confidentiality of CPNI. By signing this Agreement, Customer grants the Verizon Companies permission to use, to permit access to, and to disclose Customer's CPNI and other Confidential Information among the Verizon Companies and to their agents, contractors and partners, solely so they can offer Customer their current and future products and services. Customer represents that it has the authority to consent, and does consent, on behalf of its current and future affiliates that receive services and products from the Verizon Companies, that the Verizon Companies may use, disclose, and permit access to CPNI and Confidential Information as stated above; and may disclose CPNI and Confidential Information of any affiliate participating hereunder to Customer upon Customer's request. Customer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com. This is the only way to withdraw consent for the Verizon Companies' use and sharing of Customer's CPNI and Confidential Information, as described above, and all other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer's consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect the provision of services to Customer.

ILECS and Verizon Wireless. The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Cellco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

- 1. <u>Services</u>. Verizon will provide the products and services ("Services") in the Service Attachments. Each Verizon entity contracting under this Agreement is only responsible for the performance of its Services as set forth in this Agreement and the relevant Service Attachment(s), and is not responsible for performance of any other entity's obligations thereunder.
- 2. <u>Term and Survival</u>. The "Initial Term" begins on the Effective Date and ends upon the completion of twelve (12) months with three (1) year renewal options based on mutual agreement. The terms of this

Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

- 3. <u>Tariff and Guide</u>. Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. "Customer may enroll to receive email notifications of Guide changes at http://www.verizonbusiness.com/guide/subscriptions."] If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.
- 4. Rates and Charges; Governmental Charges; Taxes. Customer agrees to pay the rates and charges specified in this Agreement. If Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide or Tariffs. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and "fixed" rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All charges are exclusive of applicable Taxes (as defined in the Guide).
- 5. Payment. Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge on any amount not paid or Disputed within such 30 days, equal to the maximum amount allowed by applicable law. In the State of West Virginia current Statute requires that all late charges be waived. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied; Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.
- 6. <u>Termination</u>; <u>Disconnection Notice</u>. Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.
- 7. <u>Confidential Information</u>. Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of

care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other party's Confidential Information as the related terms of this Agreement. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it: (iii) relating to the other party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as Confidential Information of the party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Verizon may share Confidential Information for the purposes described in the paragraph entitled "Customer Consent to Use of CPNI" above. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing party and, upon request of the disclosing party, must be returned or destroyed at the end of this Agreement or the applicable Contract. If there is a breach or threatened breach of this confidentiality provision, the disclosing party will be entitled to seek specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a party from announcing the existence of the terms of this Agreement or the applicable Contract internally (e.g., to its employees and Affiliates). Verizon shall not be deemed to have received, obtained, discovered, processed, stored, maintained, been given or required access to Customer Confidential Information or Customer sensitive personal data, solely by virtue of the fact that (i) Customer receives, transmits, obtains or otherwise exchanges such information through its use of the Services (including without limitation any of Verizon's voice, data, and/or Internet services included in the Services) or (ii) Verizon's Services to Customer may involve the hosting, collocation, transport or other similar handling of such information. Customer is responsible for taking steps to protect the confidentiality and integrity of information, including without limitation Customer Confidential Information or Customer sensitive personal data, that it receives, transmits, obtains or otherwise exchanges with third parties through its use of the Services, by using, for example, encryption or other security measures for its network transmissions.

8. <u>Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.</u>

- 8.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.
- 8.2 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.
- 8.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.
- 8.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in

writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

- 8.5 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:
 - the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
 - that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
 - the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)
- 8.6 During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

| Name | Title | Tel. No. | Email | Postal Address |
|------|-------|----------|-------|----------------|
| | | | | |
| | | | | |
| | | | | |

- 9. <u>DISCLAIMER OF WARRANTIES.</u> EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
- 10. Disclaimer of Certain Damages/Limitation of Liability.
 - 10.1 Disclaimer of Certain Damages. No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages. Nonetheless, each party is liable to the other party for consequential damages resulting from a breach of its confidentiality obligations under Section 9 (Confidential information) of this Agreement.
 - 10.2 Limitation of Liability. Without limiting the provisions of the Disclaimer of Certain Damages subsection above, the total liability of either Customer or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by Customer to Verizon under this Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-section is being calculated (excluding amounts for equipment and the Services of Verizon ILECs, Cybertrust, and Verizon Wireless). Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of this Agreement.
 - 10.3 **Exclusions.** The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.

- 11. Assignment. Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments without prior written consent are void.
- 12. Service Marks, Trademarks and Name. Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.
- 13. Compliance with Law; Governing Law; Dispute Resolution. Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute ("Dispute") arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.
- 14. Notice. Except as otherwise set forth in any other clause of this Agreement, any notice required to be given under this Agreement will be in writing, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, to Customer at the address set out in page 1 of the Agreement, and to Verizon at the addresses below. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A party may from time to time designate another address or addresses by written notice to the other party in compliance with this clause.

Verizon Business Services 6415-6455 Business Center Drive Highlands Ranch, CO 80130

Attn: Customer Service

Verizon Business Services 500 Summit Lake Drive - Office 4-04 Valhalla, NY 10595 Attn: Vice President, Legal

Email: notice@verizon.com with a subject of 'OFFICIAL LEGAL NOTICE'

- 15. Acceptable Use. Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.
- 16. Entire Agreement. This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing and signed by both parties.

Private IP Service Service Attachment VBSIII

1. Rates and Charges.

- 1.1 **U.S. Private IP.** Customer will pay Verizon's VBS III standard U.S. monthly recurring charges ("MRC") and non-recurring charges ("NRC") as specified in the Guide.
- 1.2 International Service.
 - 1.2.1 International Private IP. MRC and NRC for International Private IP are specified in the Guide.

1.2.2 MVIC Service.

General. In addition to the U.S. and International Private IP service locations where 1.2.2.1 Verizon maintains Provider Edge equipment, Private IP service is available in select locations through arrangements with third party MPLS service providers ("MPLS Partners") using MPLS VPN Interprovider Connection ("MVIC"). MVIC connects the Verizon Private IP network to an MPLS Partner's MPLS networks. Customer will receive all invoices and customer support services only from Verizon (in countries where Verizon'is working with an MPLS Partner, in-country provision of any of these services by Verizon is as authorized agent for the MPLS Partner or as a reseller). MVIC service for each MPLS Partner has unique pricing, and other specifications including, but not limited to, rules pertaining to the amount of AF traffic that is allowed, or the number of Classes of Service available, which is available through Customer's Verizon account representative upon request. The MVIC "Interconnect" rate applies to the MVIC connecting the Verizon Private IP network to the MPLS Partner's network (where applicable). The "Partner" rate applies to the MPLS service on the MPLS Partner's network. MVIC MRCs and NRCs are specified in the Guide.

2. Special Pricing.

2.1. <u>US Private IP – specific Port/CAR speed Options 1 and 2.</u> In lieu of all other rates, discounts and promotions, Customer will pay the following MRCs per port/CAR speed, which are fixed for the Term of this Agreement, for US Private IP Service. The special pricing Domestic Private IP discount will apply to these rates.

| | PIP Port Speed | PIP Port MRC | Gold CAR Speed | *Gold CAR MRC | Total MRC PIP Port + Gold CAR |
|----------|----------------|-----------------|----------------|------------------|-------------------------------------|
| DS1 | 1.536 Mbps | \$106.00 | 1.376 Mbps | \$0.00 | \$106.00 |
| Ethernet | 3 Mbps | \$132.00 | 2.752 Mbps | \$0.00 | \$132.00 |
| Ethernet | 10 Mbps | \$230.00 | 6.912 Mbps | \$0.00 | \$230.00 |
| Ethernet | 20 Mbps | \$423.00 | 13.488 Mbps | \$0.00 | \$423.00 |
| Ethernet | 50 Mbps | \$528.00 | 34.368 Mbps | \$0.00 | \$528.00 |
| Ethernet | 100 Mbps | \$825.00 | 62.500 Mbps | \$0.00 | \$825.00 |
| Ethernet | 1000 Mbps | \$2,970.00 | 540.000 Mbps | \$0.00 | \$2,970.00 |

(*) Gold CAR charges are in addition to the PIP Port pricing.

Service Establishment Fee. The following non-recurring charges apply for service establishment.

| Number of DIDs | Service Establishment Fee (per location) | After-Hours Implementation Support Fee (per location)* |
|-----------------|------------------------------------------|--------------------------------------------------------|
| 0 24 | \$ 100 | \$ 50 |
| 25 75 | 250 | 125 |
| 76 300 | 500 | 250 |
| 301 1,000 | 750 | 375 |
| 1,001 5,000 | 1,000 | 500 |
| 5,001 12,500 | 2,500 | 1,250 |
| 12,501 - 20,000 | 4,000 | 2,000 |
| >20,001 | Individual Case Basis | ICB |

^{*} Supplemental fee to the Service Establishment Fee for implementation services provided 8 pm 7:59 am local time, Monday through Friday. Such services are not provided on weekends or holidays.

| Expedite Charge | es | | | | | |
|--------------------------|--------------|-------------|--------------|--------------------|------------|------------|
| | Per-Location | Per-Circuit | Per- Port | Per-Order | Per-Change | Per-Device |
| Voice Over IP Service | n/a | n/a | n/a | \$700 per location | n/a | n/a |

Outbound International Call Fixed Charge Per-Minute. The following per-minute charges apply to PSTN calls which originate in the United States and terminate in the following international locations.

| Location | Fixed Charge Per-Minute |
|---------------------------------------------------------|-------------------------|
| Afghanistan | \$1.69 |
| Albania | 0.68 |
| Algeria | 0.52 |
| Andorra | 0.24 |
| Angola | 0.81 |
| Anguilla | 0.45 |
| Antarctica (Casey, Davis, Mawson, and Macquarie Island) | 1.78 |
| Antarctica (Scott Base) | 0.37 |
| Antigua (Barbuda) | 0.37 |
| Argentina | 0.32 |

| Armenia | 0.66 |
|--------------------------------|------|
| Aruba | 0.35 |
| Ascension Island | 1.15 |
| Australia (including Tasmania) | 0.13 |
| Austria | 0.15 |
| Azerbaijan | 0.83 |
| Bahamas | 0.24 |
| Bahrain | 0.56 |
| Bangladesh | 0.89 |
| Barbados | 0.42 |
| Belarus | 0.48 |
| Belgium | 0.13 |
| Belize | 0.54 |
| Benin | 0.51 |
| Bermuda | 0.24 |
| Bhutan | 1.23 |
| Bolivia | 0.47 |
| Bosnia-Herzegovina | 0.56 |
| Botswana | 0.47 |
| Brazil | 0.28 |
| British Virgin Islands | 0.35 |
| Brunei | 0.65 |
| Bulgaria | 0.37 |
| Burkina Faso | 0.67 |
| Burundi | 1.42 |
| Cambodia | 1.38 |
| Cameroon | 0.69 |
| Canada | 0.08 |
| Cape Verde Islands | 0.62 |
| Cayman Islands | 0.31 |
| Central African Republic | 1.13 |
| Chad | 1.85 |
| Chile | 0.25 |
| China | 0.36 |
| Christmas Island | 0.16 |
| Cocos Islands | 0.16 |
| Colombia | 0.33 |
| Comoros | 1.29 |
| Congo | 0.68 |
| Cook Islands | 1.24 |
| Costa Rica | 0.36 |
| Croatia | 0.42 |
| Cuba | 1.86 |

| Cyprus | 0.45 |
|-----------------------------------------------------------------------|------|
| Czech Republic | 0.44 |
| Denmark | 0.12 |
| Diego Garcia | 3.29 |
| Djibouti | 0.73 |
| Dominica | 0.47 |
| Dominican Republic | 0.22 |
| East Timor | 7.36 |
| Easter Island | 0.31 |
| Ecuador | 0.38 |
| Égypt | 0.62 |
| El Salvador | 0.43 |
| Equatorial Guinea | 1.54 |
| Eritrea | 0.95 |
| Estonia | 0.53 |
| Ethiopia | 0.92 |
| Faeroe Islands | 0.36 |
| Falkland Islands | 0.91 |
| Fiji Islands | 0.73 |
| Finland | 0.12 |
| France | 0.12 |
| French Antilles (including Martinique, St. Barthelemy and St. Martin) | 0.38 |
| French Guiana | 0.51 |
| French Polynesia | 0.99 |
| Gabon | 0.62 |
| Gambia | 0.51 |
| Georgia | 0.74 |
| Germany | 0.11 |
| Ghana | 0.49 |
| Gibraltar | 0.59 |
| Greece | 0.21 |
| Greenland | 1.18 |
| Grenada (including Carriacou) | 0.49 |
| Guadeloupe | 0.40 |
| Guantanamo Bay | 1.86 |
| Guatemala | 0.33 |
| Guinea | 0.63 |
| Guinea Bissau | 2.66 |
| Guyana | 0.78 |
| Haiti | 0.60 |
| Honduras | 0.50 |
| Hong Kong | 0.16 |

| Hungary | 0.34 |
|----------------------------------------|------|
| Iceland | 0.39 |
| India | 0.46 |
| Indonesia | 0.43 |
| Iran | 0.83 |
| Iraq | 1.06 |
| Ireland | 0.12 |
| Israel | 0.20 |
| Italy | 0.12 |
| Ivory Coast | 0.87 |
| Jamaica | 0.44 |
| Japan | 0.13 |
| Jordan | 0.70 |
| Kazakhstan | 0.32 |
| Kenya | 0.61 |
| Kiribati | 0.92 |
| Korea, Democratic People's Republic of | 1.93 |
| Korea, Republic of | 0.17 |
| Kuwait | 0.72 |
| Kyrgyzstan | 0.85 |
| Laos | 1.43 |
| Latvia | 0.53 |
| Lebanon | 0.66 |
| Lesotho | 0.64 |
| Liberia | 0.48 |
| Libya | 0.73 |
| Liechtenstein | 0.19 |
| Lithuania | 0.69 |
| Luxembourg | 0.16 |
| Macau | 0.59 |
| Macedonia | 0.45 |
| Madagascar | 1.94 |
| Malawi | 0.51 |
| Malaysia | 0.34 |
| Maldives | 0.97 |
| Mali | 0.81 |
| Malta | 0.55 |
| Marshall Islands | 0.57 |
| Mauritania | 0.76 |
| Mauritius | 0.89 |
| Mayotte Islands | 1.29 |
| Mexico | 0.15 |
| Micronesia | 0.59 |

| Moldova | 0.77 |
|-------------------------------------------------|------|
| Monaco | 0.16 |
| Mongolia | 1.27 |
| Montenegro | 0.55 |
| Montserrat | 0.50 |
| Morocco | 0.61 |
| Mozambique | 0.94 |
| Myanmar | 1.88 |
| Namibia | 0.55 |
| Nauru | 2.90 |
| Nepal | 0.78 |
| Netherlands | 0.12 |
| Netherlands Antilles | 0.35 |
| Nevis | 0.38 |
| New Caledonia | 0.84 |
| New Zealand | 0.37 |
| Nicaragua | 0.43 |
| Niger | 0.71 |
| Nigeria | 0.66 |
| Niue Island | 3.98 |
| Norfolk Island | 1.78 |
| Norway | 0.12 |
| Oman | 0.71 |
| Pakistan | 0.77 |
| Palau | 1.70 |
| Palestine | 0.25 |
| Panama | 0.34 |
| Papua New Guinea | 1.24 |
| Paraguay | 0,47 |
| Peru | 0.38 |
| Philippines | 0.27 |
| Poland | 0.32 |
| Portugal (including Azores and Madeira Islands) | 0.16 |
| Qatar | 0.72 |
| Reunion Islands | 0.77 |
| Romania | 0.49 |
| Russia | 0.32 |
| Rwanda | 0.89 |
| San Marino | 0.27 |
| Sao Tome | 2.26 |
| Saudi Arabia | 0.77 |
| Senegal | 0.92 |

| Serbia | 0.55 |
|--------------------------------------------------------------------------|------|
| Seychelles | 1.05 |
| Sierra Leone | 0.71 |
| Singapore | 0.21 |
| Slovakia | 0.44 |
| Slovenia | 0.44 |
| Solomon Islands | 1.96 |
| Somalia | 1.32 |
| South Africa | 0.30 |
| Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla) | 0.12 |
| Sri Lanka | 0.74 |
| St. Helena | 1.72 |
| St. Kitts | 0.38 |
| St. Lucia | 0.39 |
| St. Pierre/Miquelon | 0.36 |
| St. Vincent/Grenadines | 0.44 |
| Sudan | 0.95 |
| Suriname | 0.91 |
| Swaziland | 0.58 |
| Sweden | 0.12 |
| Switzerland | 0.12 |
| Syria | 0.77 |
| Taiwan | 0.20 |
| Tajikistan | 0.36 |
| Tanzania | 0.61 |
| Thailand | 0.37 |
| Togo | 0.76 |
| Tonga | 0.77 |
| Trinidad/Tobago | 0.39 |
| Tunisia | 0.45 |
| Turkey | 0.40 |
| Turkmenistan | 0.82 |
| Turks and Caicos Islands | 0.41 |
| Tuvalu | 1.37 |
| Uganda | 0.58 |
| Ukraine | 0.48 |
| United Arab Emirates | 0.48 |
| United Kingdom | 0.06 |
| Uruguay | 0.47 |
| Uzbekistan | 0.42 |
| Vanuatu | 2.25 |
| Vatican City | 0.12 |

| Venezuela | 0.28 |
|--------------------|------|
| Vietnam | 0.84 |
| Wallis and Futuna | 2.76 |
| Western Samoa | 0.68 |
| Yemen, Republic of | 0.70 |
| Zaire | 0.57 |
| Zambia | 0.61 |
| Zimbabwe | 0.51 |

Atlantic, Indian, and Pacific Ocean Inmarsat Locations:

| Type of Service/Calls Terminating to: | Per-Minute Charge |
|---------------------------------------|----------------------|
| Atlantic East | \$11.92 |
| Pacific | 11.92 |
| Indian Ocean | 11.92 |
| Atlantic West | 11.92 |

Install Waiver

This promotion offers a waiver of one time installation service activation or start-up charges associated with a new circuit or new service or eligible upgrade, with the exception of expedite fees on eligible Verizon Business services. Other non-recurring charges, customer install or labor charges, project and professional services charges are not included in this promotion. To be eligible for the waiver customers must commit to a minimum 1 year term.

3. Additional Terms and Conditions.

- 3.1 **Service Level Agreement.** The Service Level Agreement ("SLA") sets forth Customer's sole remedies for any claim relating to PIP Service, including any failure to meet the conditions set forth in the SLA and is set forth in the Guide.
- 3.2 **Private IP Service Options.** Customer must choose from Standard or Enhanced Traffic Management Private IP Service options.
- 3.3 **WAN Analysis.** Customer's use of WAN Analysis is subject to the terms and conditions of the third party end user license agreement. Customer must choose one of four levels of reporting detail via the Verizon Customer Center software which collects system information from Customer premise equipment. Customer agrees that such reports are Company confidential information.
- 3.4 Dynamic Bandwidth. Customer's access circuits must be un-channelized. Dynamic changes to CAR values may be made not more than once per day. Dynamic changes to CAR values are set to occur based on the Greenwich Meridian Time Zone and not Customer's local time zone.

3.5 Country-Specific Monitoring.

3.5.1 Restriction on Selling Encryption Services in India. Customer understands in accordance with the licenses and with statutory guidelines which govern the provisions of the Private IP Service by Verizon Business in India, Customer is not allowed to employ encryption on any equipment which is connected to the network of Verizon Business in India (including CPE and Customer equipment) which is directly or indirectly connected to the Network in India without

the required approvals. Customer must ensure that any encryption equipment connected to the Network for specific requirements has the prior evaluation approval of the Department of Telecommunications or authorities specially designated for the purpose.

- 3.5.1.1 **Breach and Indemnity.** Customer hereby indemnifies and holds harmless Verizon from and against any claims, suits, judgments, settlements, losses, damages, expenses (Including reasonable attorneys' fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by Verizon arising out of such failure to comply by Customer.
- 3.5.1.2 India Ports. This clause applies if: (a) Customer is not an entity duly incorporated under Indian law, as amended from time to time; and (b) the Private IP Service contains Ports in India. Customer will procure the signing by its Indian Affiliate/user receiving the Private IP Service in India for the Customer Indian Affiliate/user Undertakings form available in the Guide terms for Private IP.
- 3.5.2 Monitoring Pakistan. Customer acknowledges that Private IP traffic terminating into and originating from Pakistan is monitored by the telecommunication Authority of Pakistan to detect illegal VOIP traffic.
- 3.6 **No Resale.** The Service is provided only to Customer. Resale or use by another organization is prohibited.

NETWORK ACCESS SERVICES

- 1. Rates and Charges. Customer will pay the monthly recurring charges ("MRC") and one-time charges related to Verizon Business Services III ("VBS III") network access services as follows:
 - 1.1 Network Services Local Access Services. Analog Local Access, DSO (Hubless) Access, T-1 (DS1) Digital Access, DS3 Local Access and SONET Access (collectively known as "Time Division Multiplexor ("TDM")-based access services") are provided pursuant to the Guide provisions relating to Network Services Local Access Services, VBS III. SONET Access is provided on a private carriage basis
 - 1.2. **Ethernet Services.** Ethernet Access and Ethernet Private Line ("EPL") Access (collectively known as "Ethernet Access Services") are provided pursuant to the Guide provisions relating to Ethernet Services. Ethernet Access Services are provided on a private carriage basis.

2. Special Pricing.

<u>Network Services Local Access Services.</u> In lieu of all other rates, discounts and promotions, Customer will pay the following local loop MRCs for TDM-based Network Services Local Access Services, which are fixed for the Term, based upon the access circuit type (i.e., Analog, DS0, T1/DS1, and DS3) and CLLI code.

| Access Circuit Type | CLLI Code | Local Loop MRC |
|---------------------|-----------|----------------|
| DS1 | CHTNWVLE | \$300.00 |
| DS1 | CLBGWVMA | \$300.00 |
| DS1 | FAMTWVMN | \$300.00 |
| DS1 | KNCYWVVB | \$300.00 |
| DS1 | SNCRWVCL | \$300.00 |
| DS1 | WRTNWVDW | \$300.00 |

<u>Ethernet Access Service.</u> In lieu of all other rates, discounts and promotions, Customer will pay the following local loop MRC for Ethernet Access Service, which is fixed for the Term, based upon the facility type (i.e., Type 1, Type 2, Type 3, Type 4 or Standard), interface, bandwidth, and CLLI Code. For all other circuits, Customer will pay the rates listed in the Guide based on the circuit term listed below.

Verizon can offer flat rated EA for the following speeds, where facilities exist.

| Туре | Speed | MRC |
|-----------|--------|------------|
| Type 4 EA | 3 MB | \$456.00 |
| Type 4 EA | 10 MB | \$575.00 |
| Type 4 EA | 20 MB | \$732.00 |
| Type 4 EA | 50 MB | \$1,110.00 |
| Type 4 EA | 100 MB | \$1,275.00 |
| Type 4 EA | 1 GIG | \$1,807.00 |

<u>Install Waiver</u> This promotion offers a waiver of one time installation service activation or start-up charges associated with a new circuit or new service or eligible upgrade, with the exception of expedite fees on eligible Verizon Business services. Other non-recurring charges, customer install or labor charges, project and professional services charges are not included in this promotion. To be eligible for the waiver customers must commit to a minimum 1 year term.

<u>Network Access Special Construction</u> Charges for special arrangements, including engineering, construction, labor, facility costs and other costs associated with making the interconnection compatible between the Customer's and the <u>MCI Legacy Company</u>'s equipment and/or facilities are additional and at the expense of the Customer and shall be charged on an individual case basis.

Voice Over IP Service Service Attachment

1. Service Description

1.1 VolP Service Types. Verizon will provide to Customer one or more of the following Voice Over IP Service(s) (individually or collectively, the "VolP Service").
IP Trunking

The VoIP Service types are described in an individual Service Supplement attached hereto and made a part hereof. Terms and conditions specific to each VoIP Service type are set forth in the applicable Service Supplement.

- 1.2 Burstable Enterprise Shared Trunks. Subject to the terms and conditions herein and specifically the limitations set forth in Section 4.12, below, Customer's VoIP sites that are provisioned with Burstable Enterprise Shared Trunks will be able to share across Customer's enterprise the simultaneous calling capacity purchased by Customer.
- 1.3 **VoIP IP Enterprise Routing ("VIPER").** VIPER allows calls between Verizon VoIP customer locations to be terminated without incurring per-minute U.S.-domestic or international usage charges provided both the originating and terminating locations have the VIPER feature enabled.¹ There is no additional fee for VIPER, but Customer must order this feature to obtain its benefits.
- 1.4 Verizon's Alternate Route Recovery Service ("VARRS"). VARRS provides a business continuity option for VoIP IP Trunking and VoIP IP Integrated Access that permits Customer to route inbound and outbound traffic through geographically-diverse Session Border Controller (SBC) High Availability (HA) pairs in the event of an outage on the primary Verizon SBC HA pair, or an outage affecting Customer's facilities or equipment that necessitates secondary routing.
 - 1.4.1 If Customer purchases VARRS, the standard VoIP Network Availability Service Level Agreement ("SLA") threshold is enhanced to 100%. In the event Customer desires to make a VARRS SLA claim for credit, Customer must request such credit within 30 business days after the month in which the VARRS Network Availability SLA was not met in accordance with the standard VoIP SLA process guidelines set forth at http://www.verizonbusiness.com/terms. For VARRS-related SLA claims, Customer should note in the Comments section of the on-line credit request form that this is a VARRS SLA Network Availability credit request.
 - 1.4.2 The configuration of CPE required specifically for VARRS is the Customer's responsibility upon implementation. The configuration requirements will be noted in the Verizon-approved design. Failure to implement these requirements could result in VARRS not working properly.
- 2. Rate and Charges VoIP Service. Monthly recurring charges ("MRC") and non-recurring charges ("NRC") and other charges specific to each VoIP Service type are set forth in the applicable Service Supplement. Rates and charges for VoIP Service that are designated as "fixed for the Term" are subject to change if VoIP Service is subjected to regulation by any State, or if Federal regulation of VoIP Service is expanded.
 - 2.1 Supplemental Services. In addition to the rates and charges specified in the Guide, selected MRCs,

So long as both the origination and termination endpoints are VIPER-enabled, VIPER calls are delivered from the originating endpoint to the terminating endpoint without conversion to PSTN protocols. However, if one of the locations has a device (e.g., an IP-PBX) that does not register with Verizon's application server, that device must interoperate with the other device originating or terminating the call. In some instances, the two devices do not interoperate successfully. One instance is where a non-registering device needs to re-negotiate an agreed-upon protocol (i.e., a "codec") in the middle of a call. If this re-negotiation is not successful, a dropped call will result. Codec re-negotiation could be triggered by a variety of causes, including but not limited to placing a call on hold, transferring a call to voicemail, the playing of a network announcement, or placing a call into an IP-enabled conference bridge. Verizon is not responsible or liable for calls dropped due to failure of endpoints to interoperate successfully.

NRCs and other charges applicable to supplemental services for all VoIP Service types are set forth below.

| Supplemental Services | Rates and Charges | |
|----------------------------|--------------------------------------------|--|
| CNAM (Caller Name Display) | MRC per simultaneous call unit – \$1.50 | |
| Installation Expedite Fee | See Administrative NRC rates in the Guide. | |

2.2 Outbound International Calls. Outbound international calls are subject to the following discounts:

| Agreement Term | Discount off Outbound International (per minute) Rates |
|-------------------|--------------------------------------------------------|
| 2 years | 5% |
| 3 years or longer | 10% |

3. Terms and Conditions

- 3.1 Business Application. VolP Service is offered only to commercial business customers.
- 3.2 Letter of Agreement. To the extent Customer's VoIP Service includes the provision of Verizon's Local voice service and Customer implements PS/ALI, Customer will execute Verizon's Letter of Agreement ("LOA") that lists affected telephone numbers (via range, if applicable) and the attendant street addresses. Verizon will use the LOA to notify the appropriate Incumbent Local Exchange Carrier (ILEC) that Customer, not Verizon, is now responsible for building, loading, and maintaining the location-specific ALI database for the call CPNs (calling party numbers) associated with the BTNs.
- 3.3 No Resale Qualification. Notwithstanding the general prohibition against resale, if Customer subscribes to a tiered or metered pricing plan for VoIP Service, Customer may provide to and be compensated by end-users for VoIP-based services as a component of a larger service offering provided, for example, to a retirement home, campus-living facility, or hotel.
- 3.4 **Auto Dialers**. Customer may not utilize auto-dialers or any similar type of device in connection with any VoIP Service.
- Customer-Obtained Facilities. Except as otherwise expressly stated herein or in another Verizon Service Attachment, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP Phones, gateways and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Verizon's network or otherwise for use in conjunction with VoIP Service ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Verizon's requirements (including being certified by Verizon for use with VoIP Service or successful completion of Verizon's VoIP Interoperability Program, where applicable), and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer uses its WAN to connect multiple remote sites through a single site ("hub" site) to the Verizon VoIP network, Customer will be responsible for the quality of VoIP Service ("QOS") on its WAN. The demarcation for VoIP Service QOS will be the hub site. If Customer connects any Facilities to VoIP Service that Customer reasonably should know may not be compatible with VoIP service, Customer is solely responsible for any effects that arise from that connection on VoIP service, equipment or software of Verizon, Customer, or any third party, and Customer waives any claims against Verizon relating to the performance of VoIP service.
- 3.6 Design Approval. Notwithstanding the inclusion of this VoIP Service Attachment in Customer's contract, availability of VoIP Service on a site-by-site basis is subject to having a site design reviewed and approved by Verizon.
- 3.7 Unified Site. Customer can provision its multi-building campus as a single VoIP termination to maximize network and billing efficiencies provided (i) all the buildings within its campus are in the same rate center; (ii) its PBX is able to send DID level information for 911 calls; and (iii) Customer

implements PS/ALI (see the 911 Appendix). For example, if Customer's campus is comprised of 20 buildings all within the same rate center, the 20 buildings can be provisioned as a single Verizon VoIP site subject to the above.

- 3.8 **Service Disclaimer.** Verizon is not responsible for certain conditions or equipment that may affect VoIP Service, including, without limitation:
 - Failure or poor performance of Customer's Domain Name Server ("DNS Server") and/or local
 area network ("LAN") upon which VoIP Service relies. Network-related outages also may occur,
 and service restoration intervals may vary from those associated with traditional
 telecommunications service.
 - Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications;
 - Modems Modems may not be used on VoIP Service except with Codec G.711 without silence suppression.
 - Facsimile devices Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction, and other factors.
 - Alarm lines (whether or not they use modems) are wholly unsupported on VoIP Service (with respect to both service and wiring, without limitation).
 - All inside wiring and special construction.

3.9 Geographic Coverage

- 3.9.1 VoIP Service is not available in Alaska and may not be available in other states or regions. Availability of underlying transport may vary based on Customer's location(s).
- 3.9.2 The VoIP service described herein is provided only to Customer locations within the U.S. Mainland and Hawaii. Customer expressly acknowledges that it is solely responsible for any extension of VoIP service beyond the U.S. Mainland and Hawaii and the legal and regulatory ramifications of extending such calls into foreign jurisdictions.

3.10 Restrictions

- 3.10.1 Customer shall not modify the Verizon-installed design and/or configuration without the previous written consent of Verizon. Customer expressly acknowledges Verizon may immediately suspend Customer's use of VoIP Service if Customer violates the foregoing restriction.
- 3.10.2 At any given time, Customer may only place as many concurrent calls as it has purchased.
- 3.11 Call Origination Information. Customer acknowledges that Verizon classifies local and long distance calls to determine appropriate rate allocation (i.e., local or interstate). Verizon bases this classification on the information in Verizon's systems identifying each call's originating location. As accurate information regarding the origination point of calls is necessary to make the appropriate rate allocation, it is a material condition of this Service Attachment that Customer provide Verizon with accurate information reflecting its calls' originating location. Customer shall defend, indemnify and hold Verizon harmless with respect to any third-party claims arising out of Customer's delivery of call origination information to Verizon or to such third parties.
- 3.12 **Burstable Enterprise Shared Trunks (BEST).** To the extent Burstable Enterprise Shared Trunks are available to Customer, the following terms and conditions apply:
 - 3.12.1 When all VoIP traffic is aggregated at Customer's hub location, Customer will only be able to make as many simultaneous calls across its enterprise as is supported via the data access at such hub location.
 - 3.12.2 Customer is solely responsible for purchasing sufficient simultaneous calls across its enterprise to support traffic for its hub and remote locations. Customer acknowledges and

- understands that purchasing, say, 800 simultaneous calls across its enterprise to serve, say, 800 sites, may diminish the end-user experience, resulting in such occurrences as busy lines.
- 3.12.3 BEST is only available at locations that use metered or tiered pricing models. If Customer purchases VoIP Service that includes the availability of BEST, all locations receiving VoIP Service within Customer's enterprise must be metered or tiered. That is, only metered or tiered locations within Customer's enterprise will be able to burst using available simultaneous call capacity from other Customer sites that use a metered or tiered pricing model.
- 3.12.4 BEST does not allow for the sharing of simultaneous calling capacity between Customer locations receiving Local and LD VoIP Service and Customer locations receiving only LD service.
- 3.12.5 BEST includes a sharing of simultaneous call capacity, not minutes. If Customer uses BEST to share simultaneous call capacity between sites billed on tiered pricing models, the included number of LD minutes per concurrent call will not be shared between sites. For example, if Customer purchases two 250-minute simultaneous call capacity tiers at location A and three 250-minute simultaneous call capacity tiers at location B, location A is entitled to a total of 500 LD minutes in a month before the overage rate applies, and location B is entitled to a total of 750 LD minutes in a month before the overage rate applies; location A is not entitled to share Location B's 750 minutes even if the two locations are using BEST.
- 3.12.6 BEST is not available with Hosted IP Centrex services with unlimited LD pricing.
- 3.12.7 BEST is only available to U.S. sites and only the simultaneous call units at U.S. sites contribute to the total available concurrent call capacity. BEST is implemented at the enterprise level; if Customer desires to obtain BEST, it will apply to all Customer sites obtaining VoIP service.
- 3.12.8 The maximum bursting capacity of each VoIP IP Trunking location is based on two factors the maximum number of calls that can be supported within the location's data bandwidth and the total number of simultaneous calling units purchased by Customer across its enterprise and is subject in any case to a maximum of fifty (50) simultaneous calls in addition to what is provisioned at any single location. Two examples are provided:
 - If Customer's Location A buys 20 simultaneous calling units on a T1 and Customer's Location B buys 40 simultaneous calls on a DS3, assuming availability, Location A could burst through its allocation of 20 simultaneous calling units up to a maximum of 41 simultaneous calling units because that's the maximum simultaneous calls supportable on a T1.
 - If Customer's Location C buys 60 simultaneous calling units on a DS3 and Customer's Location D also buys 60 simultaneous calling units on a DS3, assuming availability, Location C could burst through its allocation of 60 simultaneous calling units up to a maximum of 110 simultaneous calling units because any single location is limited to bursting to an additional 50 simultaneous calling units.
- 3.12.9 Customer must inform Verizon of its data bandwidth at each location so that Verizon can properly configure the maximum simultaneous call setting based on Customer's bandwidth. Verizon will perform a periodic review of Customer's actual simultaneous call bursting and reserves the right, after consulting with Customer, to reallocate simultaneous calling capacity among Customer locations to better reflect actual use.
- 3.12.10 If Customer changes its data bandwidth and desires more simultaneous calls to be supported at a particular location, it must process a change order with Verizon to increase the number of available simultaneous calling units.
- 3.12.11 Every remote site must receive an allocation of at least one simultaneous call on a metered or tiered basis to be able to participate in BEST.

- 3.12.12 Verizon Technical Support will be able to identify call failures or blockage if Customer exceeds its aggregate (enterprise-level) simultaneous calling capacity. However, Verizon is not responsible for monitoring utilization. Customer is responsible for monitoring location-level traffic requirements to identify sites which require additional simultaneous call capacity to meet traffic requirements.
- 3.13 Additional Terms and Conditions for BUNDLED Pricing Model. The BUNDLED pricing model is subject to the following additional terms and conditions.
 - 3.13.1 Verizon may interrupt BUNDLED Internet Dedicated Services for scheduled or emergency maintenance or as otherwise set forth in the Agreement.
 - 3.13.2 BUNDLED Pricing is not available for Customer facilities located in the following states: Kentucky, Maine, New Hampshire, North Dakota, South Dakota, Vermont, West Virginia, and Wyoming.

3.13.3 VolP Service Equipment

- 3.13.3.1 General. At all times, title to any equipment provided by Verizon as part of VoIP Service ("VoIP Service Equipment") will remain with Verizon. Customer shall (i) maintain the VoIP Service Equipment and any associated software, systems, cabling and facilities in accordance with the reasonable instructions of Verizon as may be given from time to time; (ii) not modify, relocate, or in any way interfere with the VoIP Service Equipment unless expressly authorized by a representative of Verizon to do so; and (iii) not cause the VoIP Service Equipment to be repaired, serviced, or otherwise accessed except by an authorized representative of Verizon. Failure of Customer to permit Verizon representatives entry, upon reasonable request, to Customer premises or service locations to repair or maintain VoIP Service or equipment will discharge Verizon from its service obligation. Upon termination or expiration of this Agreement, Customer will return the VoIP Service Equipment to Verizon at Verizon's expense in the manner set forth in the Guide.
- 3.13.3.2 Maintenance. With respect to the VoIP Service Equipment only, Verizon will provide the following maintenance services ("Maintenance Services"): (i) Use commercially reasonable efforts to isolate any problems with the VoIP Service Equipment that resides on Customer's site and send a technician to Customer's site if necessary; (ii) replacement of affected components if Verizon, in its sole discretion, determines that any VoIP Service Equipment that resides on Customer's premise needs to be replaced; such component to be replaced with a component in good working order and of like kind and functionality from a manufacturer of Verizon's choice at the time of replacement.
- 3.13.3.3 Normal Use Limitation. Maintenance Services only apply to problems arising out of the normal use of the VoIP Service Equipment and do not apply if the VoIP Service Equipment is damaged as a result of the negligence or willful misconduct of Customer. If repair and/or replacement is required because of damage caused by Customer's negligence or willful misconduct, Customer will be charged time at a rate of \$125 per hour during normal business hours to repair the VoIP Service Equipment, and Customer will be charged the replacement cost of VoIP Service Equipment requiring replacement.
- 3.14 LNP. Customer can arrange to port its numbers using LNP (Local Number Portability) at the same time VoIP service is made available for use, or delay LNP for up to 10 days afterwards. However, billing for VoIP Service will commence in accordance with Section 4.15, below.
- 3.15 **Billing Initiation.** Billing for VoIP service will begin when the VoIP service is available for use, even if Customer's numbers have not been ported to the VoIP service (see "LNP" above).

3.16 Service Level Agreement

- 3.16.1 Subject to Section 4.16.2 below, the Service Level Agreement ("SLA") for VoIP Service sets forth Customer's sole remedies for any claim relating to VoIP Service (including the related Internet Dedicated Service or Private IP Service), including any failure to meet the conditions set forth in these SLAs and in the Guide.
- 3.16.2 Limitations on VoIP Voice Quality SLA. Verizon's VoIP Voice Quality SLA applies only if an end-user is using VoIP Service via Verizon's Internet Dedicated Service or Private IP Service at a Customer location covered by Verizon VoIP Service. However, Verizon's VoIP Voice Quality SLA never applies to soft-phone use.
- 3.17 Access to CPNI. Customer's use of VoIP Service may enable access to Customer Proprietary Network Information ("CPNI"). As a condition of such access, Customer agrees:
 - To execute a "Designation Of Customer VoIP Administrator(s) With CPNI Authorizer" form
 provided by Verizon (see <u>Appendix II</u>), designating in writing one or more Customer
 "Administrators" authorized to access CPNI and to identify end-users authorized to access CPNI
 either directly or via an online application such as the Integrated Communications Package (ICP),
 if applicable; and
 - To cooperate with Verizon's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized endusers.
- 3.18 **E-911 Emergency Calling.** The FCC's requirements regarding "interconnected VoIP service" are addressed in Appendix1 (E-911 Emergency Calling Terms and Conditions) attached hereto.

Service Supplement VoIP Service Type – IP Trunking

Rates and Charges. Current rates and charges for VoIP IP Trunking Service are described below. VoIP IP Trunking Service is available via the A LA CARTE pricing model with Tiered and metered pricing options. Rates and charges for International calls, certain Local features, directory assistance, and related items are set forth in the Guide.

- 1. <u>Tiered Pricing Simultaneous Calling Capacity Charge</u>. Customer will pay the following MRC which is fixed for the Term per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP IP Trunking location. Each such simultaneous calling unit includes unlimited <u>intra</u>-enterprise VoIP calling (VoIP origination and termination within Customer's enterprise), unlimited local calling, and an allotment of <u>inter</u>-enterprise VoIP (termination is non-VoIP and/or outside Customer's enterprise) long distance ("LD") minutes as set forth below. Overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations (multiple buildings on a campus with a single VoIP connection comprise a single location) nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as set forth in the Guide.
- 2. Metered Pricing Simultaneous Calling Capacity Charge. Customer will pay the following MRC which is fixed for the Term per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one (1) unit must be purchased for each VoIP IP Trunking hub and remote location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP calling (VoIP origination and termination within Customer's enterprise) and unlimited local calling, while all outbound long distance ("LD") inter-enterprise calls (termination is non-VoIP and/or outside Customer's enterprise) will be billed a per-minute charge, as set forth below. Calls to international locations can also be made but are billed at metered rates as set forth in the Guide.
- 3. Change in Simultaneous Call Count. Customer must maintain its provisioned simultaneous call count for at least a 30-day period before requesting a decrease in simultaneous call count.

4. Equipment and Access

- In addition to the fees set forth above, Customer will pay the applicable fees (not included here) for the gateway, access or transport service (e.g., port and permanent virtual circuit charges), CPE, or any other services or equipment not explicitly described as part of the A LA CARTE pricing. Such fees will be described in the separate Service Attachment for the attendant service and/or CPE.
- 4.2 A LA CARTE pricing does not include Verizon Internet Dedicated, Ethernet, or Private IP Service which must be purchased separately by Customer as transport for use with IP Trunking VoIP Service.
- 5. <u>Service Establishment Fee</u>. Customer will pay NRCs for service establishment as set forth in the VoIP Rates and Charges section of the Guide for VoIP IP Trunking.
- 6. Optional Network Features. Customer will pay for the optional network features at the following rates, which are fixed for the Term:

| Optional Network Features(s) | Charges |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Auto Attendant | \$30/instance ¹ |
| Hybrid Intermediate Package – provides the following telephony features: Call Forwarding; Remote Office; Find Me / Follow Me; Call Blast (an incoming call rings a number of devices simultaneously; also known as "simultaneous ring"). | \$5.50/configured DID user |
| Redirect to Telephone Number – PBX Group Unreachable | NRC of \$1.50/DID in a configured PBX group ² plus \$2.00/DID/month in a |

| | configured PBX group ² |
|--------------------------------------------------|-------------------------------------------------------|
| Verizon Alternate Route Recovery Service (VARRS) | MRC \$4.00 per simultaneous calling unit ³ |
| | Simultanet |

- 1. "Instance" means each menu of options that a caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.
- PBX group is defined by groupings of numbers. When Redirect to Telephone Number (PBX Group Unreachable) is provisioned on a PBX group, all numbers in that group will be provisioned and billed with the feature.
- 3. While the charge for VARRS is based on the number of simultaneous calling units at each location, if Customer selects to receive VARRS, it will be applied and provisioned for <u>all</u> simultaneous calling units at all Customer locations receiving VoIP IP Trunking Service.
- 7. <u>IP Trunking Service.</u> In lieu of all other rates, discounts and promotions, Customer will pay the following MRCs, for IP Trunking, which are fixed for the term.

State of West Virginia

| Metered Pricing | | | | | | |
|----------------------------|---------------------------------|-----------------------------------------------|----------------------------|-----------------------------------------------------|----------|------------------------------|
| Service Type | MRC Per Simultaneous Call | Intra- enterprise VoIP Mins Included | Local Calls Included | Inter- enterprise VoIP LD Mins Included | BEST | Domestic Long Distance |
| Local and LD with BEST *** | \$17.50 | Unlimited | Unlimited | 0 | Included | \$0.000/min |

^{***} Note – any existing Tiered service will have to be re-provisioned to use this model as it only works with the Metered pricing structure. For existing Tiered services the tier is part of the provisioning so the service will have to be re-provisioned to Metered service.

Other Charges.

<u>Direct Inward Dial (DID) Service</u>. Customer may purchase DID service at the discount rate of \$3.44 per month per block of 20 DID numbers <u>plus an installation charge of \$5 per block of 20 DID numbers</u>. Installation charges do not apply to existing services.

Appendix I

E-911 – Emergency Calling Terms and Conditions

- 1. Requirement. A provider of "interconnected VoIP service" is required by the Federal Communications Commission to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. "Interconnected VoIP service" means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user's location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN. 911 emergency calling service laws may also apply to Customer and it is solely Customer's responsibility to understand and comply with such laws.
- 2. <u>E-911 Routing</u>. Enhanced 911 calling ("E-911") enables end-users to access an appropriate public safety answering point ("PSAP") by dialing 911 with Automatic Number Identification ("ANI") and Automatic Location Identification ("ALI") displayed at the PSAP. The ANI may be the calling party number ("CPN") or the billing telephone number ("BTN") depending on Customer's configuration. Pursuant to FCC requirements, Verizon enables the routing of E-911 calls only in locations where such 911 calling is available and only in the limited circumstances described below. An end-user's ability to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer's access circuit or local gateway fails.
 - 2.1 ANI/ALI. E-911 provided via any of the four types of Verizon VoIP Service will pass ANI and the registered primary service address of that ANI as ALI. If VoIP Service is provided to a campus environment where all buildings are within the same rate center, then when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.
 - 2.2 Long Distance Service/Limitations on E-911. Long Distance Voice Service does not provide access to E-911 calling. Thus, to obtain E-911 access and support, Customer must purchase separate Local service when only Long Distance Voice Service is ordered from Verizon (an option with IP Integrated Access, Hosted IP Centrex, and IP Trunking). If Customer purchases VoIP service for a geographically-distributed multi-site environment and has remote locations outside the Local service footprint covered by VoIP Service, or Customer chooses not to purchase Local service with its VoIP Service at certain remote locations, Customer agrees that it is responsible for obtaining separate Local service at each such location in the Service Attachment to the extent it desires or is required to provide E-911.
 - 2.3 PS/ALI. If Customer requires delivery of location-specific ALI (such as floor and room number within a building) to the PSAP, or otherwise desires E-911 to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Location Identification (PS/ALI). Customer may obtain the software and support that enable PS/ALI from a third-party provider or Verizon pursuant to a separate contract. In all cases, VoIP Service can only support the delivery of the caller's station level phone number to a PSAP when such telephone numbers are ported to Verizon during the initial provisioning process or are numbers assigned by Verizon. Before Verizon will support Customer's use of PS/ALI, Customer must execute Verizon's LOA (see Section 4.2 in the Service Attachment). Once PS/ALI is implemented, Verizon will continue to send 911 calls to the PSAP; however, Customer and not Verizon will be entirely responsible for the content of the information delivered in ALI to the PSAP and for any liability arising from the provision of, or the failure to provide, accurate and up-to-date information.

State or local laws may require Customer to implement PS/ALI to ensure required E-911 support for multiple user configurations to enable station-specific 911 ANI and ALI display.

- 2.4 Other Access Limitations. Common events that can limit access to E-911 via VoIP Service include but are not limited to:
 - Loss of Electric Service. A loss of electric service will interrupt VoIP Service. Customers are urged to
 implement a battery backup system for VoIP Service.
 - Loss of Broadband Service. VoIP Service will be interrupted if the attendant broadband connection is not available.
 - Failure of Equipment. The malfunction or failure of equipment, software or hardware necessary for end-toend Internet functionality (e.g., routers, IP phones, analog gateways, etc.) can limit access to E-911.
 - Failure to Register New Location of Equipment. For IP Integrated Access and IP Trunking VoIP services, Verizon is able to provide access to E-911 only at the end-user's registered primary service location. For these VoIP service types, if a VoIP phone is used at a location other than at the end-user's registered primary service location, E-911 will not be available. For Hosted IP Centrex service, mobility is supported for the end-user's IP

phone or soft-phone (phone in the PC), but the end-user may only place calls from a location that is, in fact, the end-user's registered address. Otherwise, E-911 calls will not be sent to the correct PSAP. If the end-user's registered address is at a location different from the end-user's "office phone" (the dedicated hand-set that remains at the end-user's registered primary service location), use of the end-user's land-line for 911 calls will not contact the correct PSAP. Customer must inform end-users that it is entirely their responsibility to use the tools available with VoIP Service to update their registered address.

- Non-Recognition of Phone Number. If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E-911 access may be limited.
- 2.5 End-User Notice Requirements. Customer represents and warrants that it will notify all of its end-users of Verizon VoIP of the interaction and/or limitations of E-911 with Verizon VoIP as set forth in the Service Attachment and this Appendix, and with respect to Hosted IP Centrex end-users, (i) what procedures such end-users must follow for registering a new location prior to moving an IP phone or soft-phone; and (ii) of the effects of re-registration of end-user addresses on existing end-user office phones and E-911. Customer shall be solely responsible for any third-party claims and liability arising from Customer's failure to so notify its end-users.
- 3. <u>E-911 and VoIP IP Trunking Service</u>. Because Customer's IP Trunking may permit end-users to use VoIP Service at other than Customer's or the end-users' primary service location, and Verizon may not detect when an end-user uses the service at a non-primary service location, Customer warrants it will, with respect to IP Trunking:
 - detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling) to a non-primary service location, and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) re-registers the VoIP phone for service ("nomadic service") at the end-user's current location;
 - only permit nomadic service when E-911 calls made via the nomadic service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service; and
 - otherwise block all VoIP calls attempted to be made via the nomadic service.

Customer shall be solely responsible for all third-party claims and liability arising from Customer's failure to do as required in this Section 3.

4. E-911 and Hosted IP Centrex Service

- 4.1 PSAP Routing. If an IP phone or soft-phone used with VoIP Hosted IP Centrex Service is moved to a new location, Customer or its end-user must report the change of location. If Customer or its end-user fails to report such a change of location or moves an IP phone or soft-phone outside Verizon's E-911 service area, VoIP Service may be suspended until Customer informs Verizon of the change or moves the IP phone or soft-phone back within Verizon's E-911 service area.
- 4.2 Change in Registered Location. Customer's end-users who want to use a VoIP Service-enabled IP phone or soft-phone other than at its current registered location can register their phone at their temporary location by utilizing the ICP application and client which can be downloaded to the end-user desktop.
 - Turning the power to a phone off and then back on, or unplugging it and then plugging it back in may indicate to Verizon, via a change in IP address, that the phone may have been moved. Verizon may, but is not obligated to, monitor the IP phone's IP address.
- 4.3 Effect of Change in Registered Location. Customer's end-users who use a phone at a Customer facility for which VoIP Service has been enabled, but for which the ANI has been registered at another location, will still be able to place outbound 911 calls; https://however.such.calls.will-be-directed-to-the-correct-PSAP for the ANI, not-necessarily-for the PSAP serving the Customer facility at which the phone is located.
- 5. **Provider Parity.** For purposes of 47 U.S.C. 615a (Service provider parity of protection) and with respect to the provision of Verizon VoIP Service, Verizon is an IP-enabled voice service provider.

Appendix II Designation of Customer VOIP Administrator(s) with CPNI Authorization

| Customer | [INSERT CUSTOMER FULL LEGAL NAME] | |
|-----------------------------------------|-----------------------------------|--|
| Signature | | |
| Name | | |
| Title | | |
| Date: | | |
| NASP ID AND GUDUNS ID (where available) | | |

A. Administrator Access to CPNI and Designation as CPNI Authorizer for Users. On behalf of itself and its affiliates, the Customer named above, through its authorized representative's signature, hereby designates the individuals listed below or in an attachment containing the same data elements, as VOIP Administrators, with the authority to designate end users authorized to access CPNI of Customer and its affiliates, as specified below (collectively "Administrators") for MCI Communications Services, Inc., d/b/a Verizon Business Services and its affiliates set forth in the Service Publication and Price Guide located at www.verizonbusiness.com/guide (collectively or individually "Verizon

| Administrator Name | Title | Tel. No. | Email | Postal Address | Add | Remove |
|--------------------|-------|----------|-------|----------------|-----|--------|
| | | | | | | |
| | | | | | | |

Customer will so designate as Administrators all representatives who are authorized to manage Customer's use of Verizon VOIP service, including through the online applications made available by Verizon to Customer for its use. This designation, and any subsequent additions or removals of Administrators, will be effective within a reasonable period after Verizon has received a signed writing with the content set out above. Administrators are authorized to access the Customer Proprietary Network Information ("CPNI")* of Customer and its affiliates.

- B. User Access to CPNI via Online Applications. Customer representatives ("Users") designated by Administrators as authorized to access "ICP" (Integrated Communications Package) or other online applications made available by Verizon in connection with VOIP service are also authorized to access the CPNI of Customer and its affiliates through those online applications. This VOIP-specific CPNI access authorization is independent of any general CPNI authorization or deauthorization, and this authorization is not withdrawn by the withdrawal of a general CPNI authorization. In order to withdraw the VOIP-specific CPNI authorization established hereby, a Customer Administrator must permanently withdraw the User(s) access to ICP and all other VOIP-related online applications that may provide access to CPNI.
- * CPNI includes information about the quantity, technical configuration, type, destination, location, and amount of use of telecommunications or interconnected voice over Internet Protocol services purchased from Verizon or its affiliates that is made available to Verizon or its affiliates solely by virtue of your relationship with Verizon or its affiliates and related local exchange or toll billing information.

E-RATE FUNDING RELATED TERMS AND CONDITIONS

SERVICE ATTACHMENT

1. General.

- 1.1 Applicability. The terms and conditions of this Service Attachment apply with respect to any Services (which term includes equipment) for which Customer seeks E-rate funding ("E-rate Services") under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company or USAC ("E-rate Program"). In the event of a conflict, the Terms and Conditions of a specific promotion Service Attachment will take precedence over Terms and Conditions in the E-rate Funding Related Terms and Conditions Service Attachment.
- 1.2 Delayed Implementation. Upon written request, Verizon will delay the start of any work or activities related to installation or provision of the E-rate Services until such time as Customer notifies Verizon in writing (a) of USAC's approval of E-rate funding, or (b) to proceed to provide such E-rate Services (regardless of whether E-rate funding is or has been approved). In all such cases, Customer shall be responsible for payment as set out in Sections 4 and 5 below. However, if within twelve (12) months after the Agreement is signed by either party, Customer has neither notified Verizon in writing that it has received such USAC approval of E-rate funding for E-rate Services nor notified Verizon to proceed to provide such E-rate Services, then Verizon reserves the right to terminate this Agreement with respect to such E-rate Services upon written notice to Customer.
- 1.3 **Term and Survival.** Notwithstanding any other provisions to the contrary set forth in the Agreement, the Initial Term and Effective Date for E-rate Services will be as noted below.

Provided that Customer has signed and delivered this Agreement to Verizon no later than the last day to submit an FCC Form 471 funding request during the applicable E-rate application filing window, the "Initial Term" for the E-rate Services will be scheduled as follows:

- For installed services (aka renewal of existing circuits), service date will become effective July 1
 of the applicable E-rate application year or at the end of the Customers contract term,
 whichever is later ("Effective Date").
- For new installations, the service date will become effective as soon thereafter as such E-rate Services are installed ("Effective Date"). Verizon will hold the order and associated pricing until September 30 of the applicable E-rate application year or until the Customer; (a) notifies Verizon to place the order, or (b) invokes Section 1.2 Delayed Implementation section of this Service Attachment. This provision must be invoked prior to September 30 of the applicable E-rate application year.

If Verizon has not received the signed Agreement from Customer by the last day to submit an FCC Form 471 funding request during the applicable E-rate application filing window, the Initial Term for the E-rate Services will be scheduled to commence on the 1st day of the 2nd billing cycle following Verizon's receipt of the signed Agreement from Customer, or as soon as such E-rate Services are installed if not previously installed, but in no event earlier than **July 1 of the applicable E-rate application year**. The Initial Term shall end upon completion of the number of months specified as the Initial Term in the Agreement following the commencement of the Initial Term.

Unless otherwise agreed, the Initial Term for new or additional E-rate Services installed after the Initial Term begins will be co-terminus with the Initial Term applicable to the other E-rate Services.

At the end of the Initial Term, the Agreement for these E-rate Services may be subject to extension or continuation to the extent so provided in the provisions of the Agreement applicable to these E-rate Services. In the event the E-rate Services are provided to, and used by, Customer after the signature of this Agreement but prior to **July 1 of the applicable E-rate application year**, then Customer shall pay the rates set forth in this Agreement unless a prior written agreement is in effect and applicable to such pre-July 1 time period.

2. Representations.

- 2.1 Customer and Verizon each represent and warrant that it has complied and will comply with all laws, rules and regulations applicable to the E-rate Program.
- 2.2 Customer represents that it will seek E-rate funding under the Federal Universal Service Fund from the USAC with respect to the E-rate Services to be provided pursuant to this Agreement.
- 2.3 Verizon makes no representation or warranty whatsoever with respect to the eligibility of any particular E-rate Services for E-rate funding, as such determination rests solely with the Schools and Libraries Division of USAC in its capacity as administrator of the E-rate Program. Any reference in the Agreement to E-rate eligibility or ineligibility is not determinative, but is for ease of reference only.

| 5 . | <u>E-rate Funding Method</u> . Please designate the intended funding method by checking the appropriate box below: |
|------------|--------------------------------------------------------------------------------------------------------------------|
| | ☐ Billed Entity Applicant Reimbursement Form ("BEAR") – FCC Form 472 |
| | Service Provider Invoice Form ("SPIF") FCC Form 474 |
| | |

4. Customer Responsibilities.

- 4.1 Customer is solely responsible for applying for and securing any E-rate funding, and for ensuring the accuracy and integrity of all data and information submitted in connection with such application. Verizon has no liability arising from any assistance it provides Customer in connection with such application and Customer shall hold Verizon harmless with respect to any such assistance or information provided to Customer.
- 4.2 If for any reason Customer fails to qualify for or secure E-rate funding or otherwise becomes ineligible for such funding in whole or in part, or if such funding is withdrawn or canceled in whole or in part, or if payment of any Verizon charges is denied by USAC in whole or in part, Customer is nevertheless obligated to pay one-hundred percent (100%) of the charges associated with the E-rate Services provided under the Agreement that are not paid to Verizon from E-rate funding, including if applicable reimbursing to Verizon any funds which Verizon is obliged to return to USAC on account of Customer in connection with the Agreement. Notwithstanding any other provisions set forth in the Agreement, a lack of E-rate funding, in whole or in part, shall not be treated nor deemed as a non-appropriation of funds under any "non-appropriations of funds" (or similar) law, regulation or provision set forth or incorporated in this Agreement.
- 4.3 Upon request, Customer will provide Verizon with copies of any E-rate-related materials (including all attachments) reasonably requested by Verizon, including without limitation: (i) Form 471 and Item 21 Attachments, (ii) Form 500, (iii) Service Substitution Request, and (iv) approved SLD FCC 486 Service Certification Form.

5. Payment.

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

Corporate Policy Statement

Policy No.: CPS-103 Issued: December 6, 2010

Subject: Authority to Approve Transactions



APPENDIX 4 VERIZON BUSINESS CPS-103 LETTER OF DELEGATION OF AUTHORITY FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management (VZ II)

Marsha K Harrell, Senior Consultant, Pricing & Contract Management (VZ II)

Jacqualynn A Whiting, Director, Pricing & Contract Management (VZ II)

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy.

This will be effective beginning on July 1, 2016 and ending on June 30, 2017 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at

corporatefinancecompliance@core.verizon.com: and ensure the delegation is entered into the Accounts Payable system when appropriate.

| Approved By: Signature Approved By: Office of the place of the plac |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Anthony Recine Name VZ ID |
| SVP & CM() |
| Responsibility Code or Cost Center Code |
| gru 6/7/16 |
| Delegate's Signature Jacqualynn A Whiting |
| Poris & Mine Glatile |
| Delegate's Signature - Patricia L. Myers |
| Mayba K Harrel 6/2/14 |
| Delegate's Signature - Marsha K Harrell |

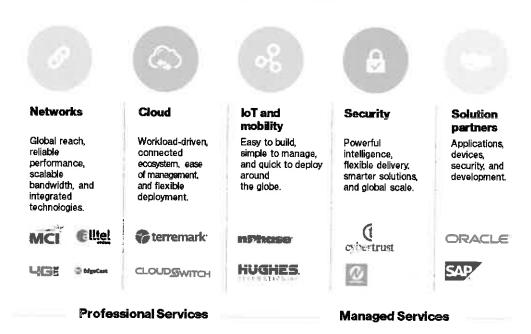
Appendix A

Integrated Solutions Portfolio

Our vision for technology in the enterprise is ambitious—and we continue to invest in that vision.

Our solutions are built for innovation, formed by a series of acquisitions and technology investments over the past several years in capabilities that help your enterprise innovate and transform to be more productive, competitive, and efficient. By adding these capabilities and assets to our own, we continue to grow and meet the changing needs of your enterprise, offering more comprehensive solutions across all of our solution categories.

Our enterprise technology strategy.

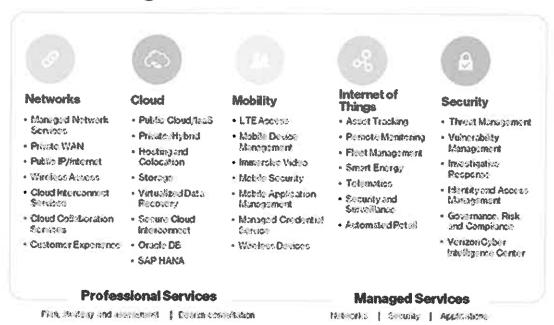


The investments we've made let us deliver innovative technologies that help make you successful—and your success speaks for itself.

We leverage five key solution areas to better benefit business.

Our portfolio of end-to-end and integrated technologies helps your enterprise across each aspect of your organizations offering a comprehensive approach to solving specific challenges. We also offer a suite of consultative services that help you integrate our technologies into your operations so you can focus your attention on running your businesses instead of your technology.

Our technologies.



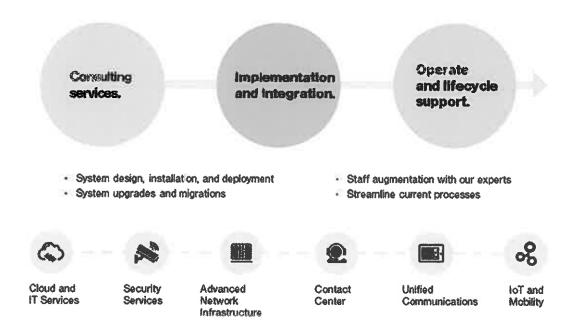
We bring together the technologies so you can stay focused on your business objectives.

Verizon's Solution Categories:

- Intelligent Networking Our networking solutions go far beyond connecting technology. We help your people, your customers, and every aspect of your business stay in constant communication.
- Cloud Our cloud solutions are built specifically for the needs of the enterprise, providing flexibility and compatibility with other cloud technologies to deliver a safe, secure cloud environment.
- Mobility Our mobility solution helps keep your workforce securely connected to the people and resources you need to do your jobs effectively.
- Internet of Things Our M2M solutions make it easier for your enterprise to build, deploy, manage, and secure an M2M fleet of devices to enable the Internet of Things.
- Security Our security solutions provide you with specific solutions that help you meet your security compliance needs—without impacting worker productivity.

Our consultative <u>Professional Services</u> help you design, implement, and manage solutions that are right for your organization, while Managed Services puts technology management in Verizon's hands.

Professional Services.



Our team of professional services experts partner with you to explore and create opportunities.

With extensive industry experience, product knowledge, and process know-how to identify and clarify business requirements in an optimal manner, and implement those definite needs. Your enterprise is backed by a team of professionals with both vertical and general industry subject matte. We assist with requirements analysis, architecture, design, and implementation of complex professional services solutions.

Our <u>Professional Services</u> life cycle services consists of three phases:

- Consulting
- Implementation and integration
- Operate and life cycle support

Consulting - On-going Partnership

- We connect you with highly skilled and experienced professionals who work with you to solve business challenges through the use of technology. Through collaboration we lead the effort in identifying and prioritizing your business requirements and provide recommendations that may have not been explored or thought possible before.
- Our partnership has no end as we move into the implementation phase. Our relationship continues to grow and evolve as we learn even more about your organization, and you rely on us as your trusted advisor.

Implementation

In the implementation and integration stage, the services vary; however, we have solutions for all. Our Professional Services implementation and integration services provide a complete end-to-end implementation methodology, starting with the establishment of project governance all the way to planning, back-office integration, and roll-out of the production system. The outcome is a properly functioning, well-designed solution.

Leveraging our years of experience and industry knowledge, we can:

- Shorten the implementation phase;
- Move the solution quickly and cost effectively;
- Provide a smooth integration by leveraging someone who has done it before;
- Utilize a single organization for project implementation.

Operation and Lifecycle Support

Our professional consultants have proven expertise managing complex applications and infrastructure.

Tying it all Together: Managed Services

Our integrated solutions portfolio will enable you to focus on your business, not your network. Your wide area network (WAN) is a critical component of your IT and business operations. It takes dedicated resources, hardware, software, and the latest applications to properly manage it.

Our portfolio of Managed Services speeds your digital transformation and your ability to deliver innovation. Using advanced analytics engines and virtualization technologies, we are delivering new services that drive business outcomes and free our customers from the burdens of day-to-day management.

Our Managed WAN services are supported by strong service level agreements (SLAs) and range from simple monitoring and reporting to complete outsourcing of your corporate network and data center—so you can concentrate on growing your business rather than day-to-day network operations.



Verizon Response to State of West Virgina SIP Trunking and Transport CRFQ 0212 SWC160000012