



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Gilda Herrera, IT Director  
**Date:** 3/21/2023  
**Re:** Purchase Order, with Cellco Partnership, to provide Verizon Telecommunications network Equipment

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	CELLCO Partnership	
Doing Business as: (DBA)	Verizon Wireless	
Vendor Address:	1 Verizon Way, Basking Ridge NJ 07720-1097	
Vendor Contact Name:		
Vendor Contact Email:	800.922.0204	
Is the contractor a minority or women owned small business?	N/A	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Renewal-Purchase Order	
Effective Dates: (mm/dd/yy) <small>Multi-yr. require Board of Aldermen approval</small>	From 7/1/2023	To 6/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$41,000.00	
Funding Source Name: Acct. #:	2023-2024 Operating Budget 19047200 52260	
Contract #: <small>(Local or State)</small>	State Contract 19PSX0227	



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**Key Questions:**

**1. What specific service will the contractor provide:**

Verizon Wireless to provide voice messages services, data services, support devices from 7/1/2023-6/30/24

**2. How was the contractor selected?** *\*Attach appropriate supporting documents*

- Quotes
- Sealed Bid # \_\_\_\_\_
- Sole Source # \_\_\_\_\_
- RFP# \_\_\_\_\_
- State Contract # 19PSX0227
- Exempt Professional
  - Accountant
  - Actuary
  - Appraiser
  - Architect
  - Artist
  - Dentist
  - Engineer
  - Expert Professional Consultant
  - Land Surveyor
  - Lawyer
  - Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen?** *\*Attach Vendor Proposal*

State contract 19PSX0227

**b. Who were the members of the selection committee?** *(Minimum 3 members required)*

N/A



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**Key Questions: - Continued**

**4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?**

**Yes**

**5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? \*Attach Renewal Letters**

**No**

**6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?**

**No**

**7. Is this a service that existing staff could provide? Why or why not?**

**No**



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**Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement\_Contract\_Checklist\2022-2023**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor #_15290_
If No or New,	Vendor must provide completed W9
<b>2. A quote or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p><b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b></p> <p>Emailed Disclosures are acceptable.</p>	

Marcie Wilson  
Contract Specialist

Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT DIVISION  
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

19PSX0227

Contract Award Date:

February 6, 2020

SUPPLEMENT DATE:

June 15, 2020

## CONTRACT AWARD SUPPLEMENT #1

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: Verizon Business Participation Agreement to Telecommunication Network Services

**FOR:**  
Department of Administrative Services, All Using State  
Agencies, Political Subdivisions

**TERM OF CONTRACT:**  
February 6, 2020 through August 8, 2024

**AGENCY REQUISITION NUMBER:**

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			-0-

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**DISCLAIMER OF VALUE:** The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

**Company Name:** Verizon Business Network Services, Inc. on behalf of MCI Communications Services, Inc.

**Company Address:** One Verizon Way, Basking Ridge, New Jersey 0

**Contact Person:** Bill Reed

**Tel. No.:** 781-927-5577

**Company/Contact Person Email Address:** [William.Reed1@Verizon.com](mailto:William.Reed1@Verizon.com)

**Company Web Site:**

**Delivery:**

**Certification Type (SBE, MBE or None):**

**Contract Value:** \$250,000.00

**Prompt Payment Terms:** 0% 00 Net 45

**Agrees to Supply Political SubDivisions:** Yes

### PLEASE NOTE:

Supplement 1 adds the net conferencing and the pricing. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED \_\_\_\_\_

Marcie Wilson  
Contract Specialist

(Original Signature on Document in Procurement Files)

**AMENDMENT # 1 TO  
MiCTA PARTICIPATION CONTRACT  
Contract ID 518615**

Customer Name <b>State of Connecticut</b>  and address: <b>450 Columbus Blvd, Suite 1202 Hartford, CT 06103</b>	MiCTA Member No.: <b>MTG_06103_01</b>  Contract ID: <b>518615</b>
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This Amendment is to the Participation Contract entered into by Customer and Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a/ Verizon Business Services and shall be effective the first day of the second full billing cycle following execution and delivery of this Amendment by Customer to Verizon except where the Attachment applicable to such Service indicates otherwise (“Effective Date”).

Attachment A of this Participation Agreement is modified to include Pricing as set forth in the Supplemental Attachment A attached hereto.

All of the terms and conditions of said Participation Contract shall continue to apply except as expressly set forth above.

AGREED AND ACCEPTED:

**State of Connecticut**

**VERIZON BUSINESS NETWORK SERVICES INC.,**  
on behalf of Verizon Business Services

By \_\_\_\_\_

By \_\_\_\_\_

Name/title \_\_\_\_\_

Name/title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SUPPLEMENTAL ATTACHMENT A  
to MiCTA Participation Contract**

**Customer name:** State of Connecticut

**1. Service.** The Services that Customer may order under this Participation Contract (“Agreement”) are those set forth in the MiCTA Master Agreement, including the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

**2. Services Ordered.** The parties acknowledge for informational purposes that the Customer’s order for Services under this Agreement shall include of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

Verizon will provide the following Services in accordance with the applicable MiCTA Service Attachments Quotes:

**Schedule 13.17 Conferencing**

**Net Conferencing Per Minute Pricing**

Net Conferencing Per-Minute Billing Option. In lieu of all other rates, discounts and promotions, Customer will pay the following fixed rates for the following U.S. Net Conferencing Services provided on the basis of the Per-Minute Billing Option.

Platform	Billing Unit	Currency	Rate Per Billing Unit
WebEx Mtg. Center Pro Platform	Per Minute	Rate per Billing Unit	\$ 0.10
Reserved Net Conference for Cisco WebEx Event Center	Per Minute	Rate per Billing Unit	\$ 0.10

**Net Conferencing Seat-Based and Committed Minutes Net Pricing**

In lieu of all other rates, discounts and promotions, Customer will pay the following fixed rates, for the following Net Conferencing Services.

Cisco WebEx Meeting Center - Seat Based NOT AVAILABLE FOR CCA			
Enrollment / Order Commitment	Billing Unit	Currency	Rate Per Billing Unit
2-20	Per Seat Per Month	Rate per Billing Unit	\$ 159.62
21 - 30	Per Seat Per Month	Rate per Billing Unit	\$ 144.42
31 - 50	Per Seat Per Month	Rate per Billing Unit	\$ 129.21
51 - 70	Per Seat Per Month	Rate per Billing Unit	\$ 114.01
71 - 100	Per Seat Per Month	Rate per Billing Unit	\$ 102.61
101+	Per Seat Per Month	Rate per Billing Unit	\$ 98.81
Overage Fee	Per User / Per 1/4 Hour	Rate per Billing Unit	\$ 10.00

Cisco WebEx Meeting Center Named Host - 25 Participant Cap			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
1-9	Per Month Per Host	Rate per Billing Unit	\$ 52.08
10-24	Per Month Per Host	Rate per Billing Unit	\$ 50.59
25 - 49	Per Month Per Host	Rate per Billing Unit	\$ 48.36
50 - 74	Per Month Per Host	Rate per Billing Unit	\$ 40.92
75 - 99	Per Month Per Host	Rate per Billing Unit	\$ 38.69
100 - 199	Per Month Per Host	Rate per Billing Unit	\$ 35.71
200 - 299	Per Month Per Host	Rate per Billing Unit	\$ 31.25
300 - 399	Per Month Per Host	Rate per Billing Unit	\$ 29.76
400 - 499	Per Month Per Host	Rate per Billing Unit	\$ 28.27
500 - 749	Per Month Per Host	Rate per Billing Unit	\$ 22.32

750 - 999	Per Month Per Host	Rate per Billing Unit	\$	20.09
1,000 - 1,499	Per Month Per Host	Rate per Billing Unit	\$	18.60
1,500 - 2,499	Per Month Per Host	Rate per Billing Unit	\$	14.88
2,500 - 3,499	Per Month Per Host	Rate per Billing Unit	\$	11.90
3,500 - 4,999	Per Month Per Host	Rate per Billing Unit	\$	11.16
5,000 - 7,499	Per Month Per Host	Rate per Billing Unit	\$	9.67
7,500 - 9,999	Per Month Per Host	Rate per Billing Unit	\$	8.93
10,000 - 14,999	Per Month Per Host	Rate per Billing Unit	\$	8.18
15,000 - 24,999	Per Month Per Host	Rate per Billing Unit	\$	7.44
25,000 - 34,999	Per Month Per Host	Rate per Billing Unit	\$	7.44
35,000 - 49,999	Per Month Per Host	Rate per Billing Unit	\$	7.44
50,000 - 74,999	Per Month Per Host	Rate per Billing Unit	\$	7.44
75,000 - 99,999	Per Month Per Host	Rate per Billing Unit	\$	7.44
100,000 - 149,999	Per Month Per Host	Rate per Billing Unit	\$	7.44
150,000 - 249,999	Per Month Per Host	Rate per Billing Unit	\$	7.44
250,000 - 349,999	Per Month Per Host	Rate per Billing Unit	\$	7.44

Cisco WebEx Meeting Center Named Host - 200 Participant Cap			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
25 - 74	Per Month Per Host	Rate per Billing Unit	\$ 51.47
75 - 99	Per Month Per Host	Rate per Billing Unit	\$ 46.93
100 - 199	Per Month Per Host	Rate per Billing Unit	\$ 40.88
200 - 299	Per Month Per Host	Rate per Billing Unit	\$ 34.06
300 - 399	Per Month Per Host	Rate per Billing Unit	\$ 33.31
400 - 499	Per Month Per Host	Rate per Billing Unit	\$ 31.79
500 - 749	Per Month Per Host	Rate per Billing Unit	\$ 26.49
750 - 999	Per Month Per Host	Rate per Billing Unit	\$ 24.98
1,000 - 1,499	Per Month Per Host	Rate per Billing Unit	\$ 22.71
1,500 - 2,499	Per Month Per Host	Rate per Billing Unit	\$ 20.44
2,500 - 3,499	Per Month Per Host	Rate per Billing Unit	\$ 16.65
3,500 - 4,999	Per Month Per Host	Rate per Billing Unit	\$ 15.90
5,000 - 7,499	Per Month Per Host	Rate per Billing Unit	\$ 13.63
7,500 - 9,999	Per Month Per Host	Rate per Billing Unit	\$ 12.87

10,000 - 14,999	Per Month Per Host	Rate per Billing Unit	\$ 11.35
15,000 - 24,999	Per Month Per Host	Rate per Billing Unit	\$ 10.60
25,000 - 34,999	Per Month Per Host	Rate per Billing Unit	\$ 9.84
35,000 - 49,999	Per Month Per Host	Rate per Billing Unit	\$ 9.46
50,000 - 74,999	Per Month Per Host	Rate per Billing Unit	\$ 9.08
75,000 - 99,999	Per Month Per Host	Rate per Billing Unit	\$ 8.70
100,000 - 149,999	Per Month Per Host	Rate per Billing Unit	\$ 8.33
150,000 - 249,999	Per Month Per Host	Rate per Billing Unit	\$ 7.95
250,000 - 349,999	Per Month Per Host	Rate per Billing Unit	\$ 7.95

Cisco WebEx Training Center Named Host - 30 Participant Cap			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
1 - 4	Per Month Per Host	Rate per Billing Unit	\$ 191.36
5 - 9	Per Month Per Host	Rate per Billing Unit	\$ 184.00
10 - 24	Per Month Per Host	Rate per Billing Unit	\$ 154.56
25 - 49	Per Month Per Host	Rate per Billing Unit	\$ 114.08
50 - 74	Per Month Per Host	Rate per Billing Unit	\$ 92.00
75 - 99	Per Month Per Host	Rate per Billing Unit	\$ 92.00
100 - 199	Per Month Per Host	Rate per Billing Unit	\$ 73.60

Cisco WebEx Training Center Named Host - 50 Participant Cap			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
1 - 4	Per Month Per Host	Rate per Billing Unit	\$ 349.60
5 - 9	Per Month Per Host	Rate per Billing Unit	\$ 338.56
10 - 24	Per Month Per Host	Rate per Billing Unit	\$ 312.80
25 - 49	Per Month Per Host	Rate per Billing Unit	\$ 239.20
50 - 74	Per Month Per Host	Rate per Billing Unit	\$ 198.72
75 - 99	Per Month Per Host	Rate per Billing Unit	\$ 184.00
100 - 199	Per Month Per Host	Rate per Billing Unit	\$ 154.56

Cisco WebEx Training Center Named Host - 100 Participant Cap			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
1 - 4	Per Month Per Host	Rate per Billing Unit	\$ 496.80

5 - 9	Per Month Per Host	Rate per Billing Unit	\$ 482.08
10 - 24	Per Month Per Host	Rate per Billing Unit	\$ 423.20
25 - 49	Per Month Per Host	Rate per Billing Unit	\$ 349.60
50 - 74	Per Month Per Host	Rate per Billing Unit	\$ 312.80
75 - 99	Per Month Per Host	Rate per Billing Unit	\$ 294.40
100 +	Per Month Per Host	Rate per Billing Unit	\$ 276.00

Cisco WebEx Support Center Named Host - 5 Participant Cap			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
1-9	Per Month Per Host	Rate per Billing Unit	\$ 116.07
10-24	Per Month Per Host	Rate per Billing Unit	\$ 104.84
25 - 49	Per Month Per Host	Rate per Billing Unit	\$ 91.36
50 - 74	Per Month Per Host	Rate per Billing Unit	\$ 82.37
75 - 99	Per Month Per Host	Rate per Billing Unit	\$ 80.88
100 - 199	Per Month Per Host	Rate per Billing Unit	\$ 79.38
200 - 299	Per Month Per Host	Rate per Billing Unit	\$ 76.38
300 - 399	Per Month Per Host	Rate per Billing Unit	\$ 65.90
400 - 499	Per Month Per Host	Rate per Billing Unit	\$ 56.16
500 - 749	Per Month Per Host	Rate per Billing Unit	\$ 54.67
750 - 999	Per Month Per Host	Rate per Billing Unit	\$ 44.93
1,000 - 1,499	Per Month Per Host	Rate per Billing Unit	\$ 41.94
1,500 - 2,499	Per Month Per Host	Rate per Billing Unit	\$ 40.44
2,500 - 3,499	Per Month Per Host	Rate per Billing Unit	\$ 38.94
3,500 - 4,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
5,000 - 7,499	Per Month Per Host	Rate per Billing Unit	\$ 37.44
7,500 - 9,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
10,000 - 14,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
15,000 - 24,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
25,000 - 34,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
35,000 - 49,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
50,000 - 74,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
75,000 - 99,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
100,000 - 149,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
150,000 - 249,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44

250,000 - 349,999	Per Month Per Host	Rate per Billing Unit	\$ 37.44
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Cisco WebEx Enterprise Edition Named Host – 200 Participant Cap			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
25 - 74	Per Month Per Host	Rate per Billing Unit	\$ 62.47
75 - 99	Per Month Per Host	Rate per Billing Unit	\$ 57.14
100 - 199	Per Month Per Host	Rate per Billing Unit	\$ 47.24
200 - 299	Per Month Per Host	Rate per Billing Unit	\$ 38.09
300 - 399	Per Month Per Host	Rate per Billing Unit	\$ 36.57
400 - 499	Per Month Per Host	Rate per Billing Unit	\$ 34.28
500 - 749	Per Month Per Host	Rate per Billing Unit	\$ 30.47
750 - 999	Per Month Per Host	Rate per Billing Unit	\$ 28.95
1,000 - 1,499	Per Month Per Host	Rate per Billing Unit	\$ 27.43
1,500 - 2,499	Per Month Per Host	Rate per Billing Unit	\$ 24.38
2,500 - 3,499	Per Month Per Host	Rate per Billing Unit	\$ 21.33
3,500 - 4,999	Per Month Per Host	Rate per Billing Unit	\$ 19.81
5,000 - 7,499	Per Month Per Host	Rate per Billing Unit	\$ 18.28
7,500 - 9,999	Per Month Per Host	Rate per Billing Unit	\$ 16.76
10,000 - 14,999	Per Month Per Host	Rate per Billing Unit	\$ 13.71
15,000 - 24,999	Per Month Per Host	Rate per Billing Unit	\$ 12.95
25,000 - 34,999	Per Month Per Host	Rate per Billing Unit	\$ 12.19
35,000 - 49,999	Per Month Per Host	Rate per Billing Unit	\$ 11.43
50,000 - 74,999	Per Month Per Host	Rate per Billing Unit	\$ 10.67
75,000 - 99,999	Per Month Per Host	Rate per Billing Unit	\$ 9.90
100,000 - 149,999	Per Month Per Host	Rate per Billing Unit	\$ 9.14
150,000 - 249,999	Per Month Per Host	Rate per Billing Unit	\$ 8.38
250,000 - 349,999	Per Month Per Host	Rate per Billing Unit	\$ 8.38

Cisco WebEx Enterprise Edition Named Host – 1,000 Participant Cap			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
25 - 74	Per Month Per Host	Rate per Billing Unit	\$ 74.82
75 - 99	Per Month Per Host	Rate per Billing Unit	\$ 64.89
100 - 199	Per Month Per Host	Rate per Billing Unit	\$ 54.97
200 - 299	Per Month Per Host	Rate per Billing Unit	\$ 45.81
300 - 399	Per Month Per Host	Rate per Billing Unit	\$ 44.28

400 - 499	Per Month Per Host	Rate per Billing Unit	\$ 41.99
500 - 749	Per Month Per Host	Rate per Billing Unit	\$ 36.65
750 - 999	Per Month Per Host	Rate per Billing Unit	\$ 35.12
1,000 - 1,499	Per Month Per Host	Rate per Billing Unit	\$ 34.36
1,500 - 2,499	Per Month Per Host	Rate per Billing Unit	\$ 30.54
2,500 - 3,499	Per Month Per Host	Rate per Billing Unit	\$ 26.72
3,500 - 4,999	Per Month Per Host	Rate per Billing Unit	\$ 24.43
5,000 - 7,499	Per Month Per Host	Rate per Billing Unit	\$ 21.38
7,500 - 9,999	Per Month Per Host	Rate per Billing Unit	\$ 19.85
10,000 - 14,999	Per Month Per Host	Rate per Billing Unit	\$ 16.80
15,000 - 24,999	Per Month Per Host	Rate per Billing Unit	\$ 16.03
25,000 - 34,999	Per Month Per Host	Rate per Billing Unit	\$ 15.27
35,000 - 49,999	Per Month Per Host	Rate per Billing Unit	\$ 13.74
50,000 - 74,999	Per Month Per Host	Rate per Billing Unit	\$ 12.98
75,000 - 99,999	Per Month Per Host	Rate per Billing Unit	\$ 12.22
100,000 - 149,999	Per Month Per Host	Rate per Billing Unit	\$ 11.45
150,000 - 249,999	Per Month Per Host	Rate per Billing Unit	\$ 11.07
250,000 - 349,999	Per Month Per Host	Rate per Billing Unit	\$ 10.69

Cisco WebEx Event Center Named Host			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
Event Center Named Host 100 Participant Cap	Per Month Per Host	Rate per Billing Unit	\$ 112.05
Event Center Named Host 500 Participant Cap	Per Month Per Host	Rate per Billing Unit	\$ 452.35
Event Center Named Host 1,000 Participant Cap	Per Month Per Host	Rate per Billing Unit	\$ 563.57
Event Center Named Host 3,000 Participant Cap	Per Month Per Host	Rate per Billing Unit	\$ 21,000.00

Cisco WebEx Enterprise Edition Active Host with Messenger - 1,000			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
75-999	Per Month Per Host	Rate per Billing Unit	\$ 25.20
1,000-9,999	Per Month Per Host	Rate per Billing Unit	\$ 23.52
10,000+	Per Month Per Host	Rate per Billing Unit	\$ 19.32

Cisco WebEx Meeting Center Active Host with Messenger - 1,000			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
75-999	Per Month Per Host	Rate per Billing Unit	\$ 21.00

1,000-9,999	Per Month Per Host	Rate per Billing Unit	\$ 19.32
10,000+	Per Month Per Host	Rate per Billing Unit	\$ 15.96

Cisco WebEx Enterprise Edition Full Deployment with Messenger - 1,000			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
100-249	Per Month Per Host	Rate per Billing Unit	\$ 16.80
250 - 999	Per Month Per Host	Rate per Billing Unit	\$ 10.08
1,000- 9,999	Per Month Per Host	Rate per Billing Unit	\$ 9.41
10,000+	Per Month Per Host	Rate per Billing Unit	\$ 7.73

Cisco WebEx Meeting Center Full Deployment with Messenger - 1,000			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
100-249	Per Month Per Host	Rate per Billing Unit	\$ 14.28
250 - 999	Per Month Per Host	Rate per Billing Unit	\$ 8.40
1,000- 9,999	Per Month Per Host	Rate per Billing Unit	\$ 7.73
10,000+	Per Month Per Host	Rate per Billing Unit	\$ 6.38

**Net Conferencing Features**

Cisco WebEx Features. In lieu of all other rates, discounts and promotions, Customer will pay the following fixed rates, for the following Cisco WebEx Feature Options.

Customized WebEx Hosted Net Replay			
Number of Hosts Enrolled	Billing Unit	Currency	Rate Per Billing Unit
Customized WebEx Hosted Net Replay Uncommitted Level of Storage per GB	Per Month Per GB	Rate per Billing Unit	\$ 13.60
Customized WebEx Hosted Net Replay Committed Level of Storage 1 GB (Capped)	Total Storage Charge Per Month	Rate per Billing Unit	\$ -
Customized WebEx Hosted Net Replay Committed Level of Storage 5 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 48.00
Customized WebEx Hosted Net Replay Committed Level of Storage 10 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 80.00
Customized WebEx Hosted Net Replay Committed Level of Storage 20 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 111.00
Customized WebEx Hosted Net Replay Committed Level of Storage 50 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 237.00
Customized WebEx Hosted Net Replay Committed Level of Storage 100 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 330.00
Customized WebEx Hosted Net Replay Committed Level of Storage 200 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 475.00
Customized WebEx Hosted Net Replay Committed Level of Storage 500 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 965.00
Customized WebEx Hosted Net Replay Committed Level of Storage 1,024 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 1,585.00
Customized WebEx Hosted Net Replay Committed Level of Storage 2,048 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 3,000.00
Customized WebEx Hosted Net Replay Committed Level of Storage 5,120 GB	Total Storage Charge Per Month	Rate per Billing Unit	\$ 6,800.00



## MEMBER PARTICIPATION AGREEMENT

**VERIZON BUSINESS NETWORK SERVICES INC., on behalf of the Verizon affiliates identified herein ("Verizon")**  
22001 Loudoun County Pkwy.  
Ashburn, VA 20147

**Customer Name: State of Connecticut**  
**Customer Address: 450 Columbus Blvd**  
**Suite 1202**  
**Hartford, CT 06103**  
**Member Number: MTG\_06103\_01**

By:

Name:

Title:

Date:

By:

Nam Carol Wilson

Title: Director of Procurement

Date:

This Member Participation Agreement ("Agreement" or "PA") for Verizon Services, together with any attachments, schedules, and other documents made a part hereof ("Agreement"), is made by and between the above-named Customer and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and its affiliates and successors ("Verizon"). Verizon or its providing affiliate will provide to Customer the Services set forth herein. This Agreement is binding upon execution by both parties. The applicable rates, discounts, charges and credits, if any, shall be effective either: (a) when the Service is installed if Customer does not receive such Service prior to the execution of this Agreement; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon ("Effective Date").

WHEREAS Verizon and MiCTA, an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities, have entered into a Telecommunications and Internet Services Master Agreement ("Master Agreement"), based upon MiCTA's RFP MT TISA 2018 and Verizon's response thereto; and

WHEREAS, under the Master Agreement, Eligible Organizations who enter into a PA with Verizon may purchase from Verizon certain Services (identified in Attachment A to the Master Agreement) at the prices and/or discounts set forth in Attachment B to the Master Agreement; and

WHEREAS the Customer is an Eligible Organization and desires to purchase from Verizon certain Services available under the Master Agreement, and Verizon is willing to provide such Services on the terms and conditions set forth in this PA;

NOW THEREFORE, Verizon and Customer agree as follows:

### GENERAL TERMS AND CONDITIONS

- Services.** Verizon will provide to Customer the services and products ("Services") identified in Attachment A to this Agreement.
- Term.** The "Term" of this Agreement shall begin on the Effective Date (defined above) and end upon the completion of 36 months (the "Initial Term"), at which time the Agreement will be automatically renewed ("Renewal Term") for successive one (1) year periods at the rates and terms in effect at the time the initial Term expires. Either party may terminate the Agreement upon sixty 60 days prior written notice. The terms of this Agreement will continue to apply during any service-specific term commitment that extends beyond the Term stated above.
- Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)") and Verizon's "Service Publication and Price Guide" ("Guide"), each as supplemented by this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. The Guide is available to Customer on Verizon's Internet website ([www.verizonbusiness.com/guide](http://www.verizonbusiness.com/guide)) ("Website"). Verizon may modify the Guide from time to time, and any modification will be binding upon Customer. Customer may sign-up for e-mail alerts of Guide changes. Except for new services, service features, service options or service

promotions, which will become effective immediately upon their posting in the Guide on the Website, any modification made to the Guide will become effective on the date indicated in the Guide, provided that no such modification shall become effective and binding on Customer until it has been posted in the Guide for at least fifteen (15) calendar days. The contractual relationship between Verizon and Customer shall be governed by the following order of precedence: (i) the Tariffs to the extent applicable, (ii) the provisions of this Agreement, and (iii) the Guide.

4. **Changes to the Guide.** If Verizon makes any changes to the Guide 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 sixty (60) days of the date such change is posted on the Website. Customer shall pay all charges incurred up to the time of Service discontinuance. Verizon may avoid Service discontinuance if, within sixty (60) days of receipt of Customer's written notice, it agrees to amend this Agreement to eliminate the applicability of the material and adverse change. A "material and adverse change" shall not include, nor be interpreted to include, (i) the introduction of a new service or any new service feature associated with an existing Service, including all terms, conditions and prices relating thereto, or (ii) the imposition of or changes to Governmental Charges (defined below).

5. **Rates and Charges.** For the Services identified in Attachment A, Customer agrees to pay the rates and charges specified in Attachment B to the Master Agreement. In the event (i) Customer receives any Services that are not the subject of rates, charges and discounts expressly set forth in the Master Agreement, or (ii) 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, if applicable). As used in this Agreement in connection with rates and charges, "standard" refers to rates and charges for Verizon Business Services III ("VBSIII") where applicable. Except where explicitly stated otherwise in the Master Agreement for a particular service, (a) all rates and charges are subject to change, (b) all discount percentages set forth in the Master Agreement are fixed for the Term, (c) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (d) the rates and charges set forth in the Master 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 or a Verizon affiliate, 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 (notwithstanding Section 19, Notices, below).

6. **Governmental Charges.** Verizon may adjust its rates and charges or impose additional 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"). Examples of such Governmental Charges include, but are not limited to Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Verizon's service.

7. **Taxes.** All Tax-related provisions of the Guide are specifically incorporated by reference herein. In accordance with the Guide, all charges are exclusive of applicable Taxes (as the term is defined in the Guide), which Customer shall pay. However, if applicable, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives a valid exemption certificate for Customer. If Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, Customer will, within ninety (90) days of the date of the withholding, provide Verizon with official tax certificates documenting remittance of the taxes to the relevant tax authorities. The tax certificates must be in a form sufficient to document qualification of the income or profit tax for the foreign tax credit allowable against Verizon's U.S. corporation income tax, and accompanied by an English translation. Upon receipt of the tax certificate, Verizon will issue Customer a billing credit for the amounts represented thereby.

8. **Early Termination Charges.** If Customer terminates this Agreement before the end of the Term, or terminates Service before the end of the applicable term commitment, for reasons other than Cause, or Verizon terminates this Agreement or Service for Cause pursuant to the Section entitled "Termination," Verizon reserves the right to charge and then Customer will pay, within thirty (30) days after such termination: (a) all accrued but unpaid charges incurred through the date of such termination, plus (b) an amount equal to 25% of the remaining estimated charges during the year of termination, and for each subsequent Contract Year remaining in the Term, plus (ii) a pro rata portion of any and all credits received by Customer. For purposes of this section, a Customer's proper termination pursuant to the section below entitled "Appropriated Funding" shall be considered a Customer termination for Cause.

9. **Payment.** Customer agrees to pay all Verizon charges (except Disputed amounts, as defined below) within thirty (30) days of invoice date. Payments must be made at the address designated on the invoice or other such place as Verizon may designate. Amounts not paid or Disputed on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by applicable law, as applied against the past due amounts. 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 six (6) months of the invoice date shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by Verizon in collecting, or attempting to collect, any charges owed hereunder.

10. **Termination.** Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" means Customer's failure to pay any invoice (excluding Disputed amounts) within thirty (30) days after the invoice date, which failure has not been cured within ten (10) days of receiving notice of it. For all other matters, "Cause" means a breach by the other party of any material provision of this Agreement which has not been cured within thirty (30) days after delivery of notice. Verizon may discontinue Service (without limitation) immediately, without notice, if interruption of Service is necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services.

11. **Disconnection of Service.** Customer shall provide prior written notice for the disconnection of Service, as follows. For Service provided exclusively within the United States, Customer must provide thirty (30) days written notice. For all other Service, Customer must provide written notice either (a) of sixty (60) days or (b) equal to the cancellation period required by third parties (such as PTTs) for the non-U.S. Mainland portion of the Service Customer is canceling, whichever is longer. Disconnection notices must be labeled conspicuously "Disconnect Request." Customer should contact its account representative or Customer Service if it does not receive confirmation of the disconnection from Verizon within five (5) business days. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth in this Agreement.

12. **Confidential Information.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party while this Agreement is in effect, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order, including but not limited to any open records laws, freedom of information laws, or other "sunshine" laws to which Customer is subject.

13. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

14. **Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Limitation of Liability.** THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE.

16. **Assignment.** Any attempted transfer or assignment of this Agreement by either party not in accordance with the terms of this Section shall be null and void.

17. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer shall: (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.

18. **Governing Law; Disputes.** Except as the Parties may otherwise expressly agree, this Agreement shall be governed by the laws of the state where the Services are provided by Verizon to Customer's locations. Any litigation arising out of or in connection with this Agreement may be brought for trial in any Federal or state court of competent jurisdiction. The parties agree that any such trial shall be without jury. Non-U.S. Services shall be subject to applicable local laws and regulations in any countries where such Services originate or terminate, including applicable locally filed Tariffs. Customer acknowledges that Verizon is governed by the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission

19. **Notice.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Except as otherwise provided, notices will be deemed to have been given when received. Customer's notice address is provided on Page 1 of this Agreement unless otherwise noted.

**To Verizon:**

Verizon Business Services  
6415-6455 Business Center Drive  
Highlands Ranch CO 80130  
Attn: Customer Service  
Email: [notice@verizon.com](mailto:notice@verizon.com)  
with a subject line of  
'Official Legal Notice'

**and to:**

Verizon Business Services  
500 Summit Lake Drive- Office  
4-04  
Valhalla NY 10595  
Attn: Vice President, Legal  
Email: [notice@verizon.com](mailto:notice@verizon.com)  
with a subject of 'Official Legal  
Notice'

20. **Acceptable Use.** Use of Verizon's Internet Service(s) and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") for the countries from which Customer uses them (see [www.verizonbusiness.com/terms](http://www.verizonbusiness.com/terms)). Customer shall be liable to Verizon for any losses, damages, claims, costs or expenses sustained or incurred by Verizon resulting from any violation by Customer of the Policy. Each party will promptly notify the other of any such claim.

21. **Domain Names.** Customer shall ensure that its use of any domain name registered or administered on Customer's behalf does not violate the service mark, trademark or other intellectual property rights of any third party. Any violation of this Section is deemed a material

breach establishing Cause for termination. Verizon shall have no liability for any claims that may arise from the acts or omissions of domain name registries, registrars or other authorities.

22. **Resellers/Subcontractors.** Verizon agrees to assume ultimate responsibility in all aspects for the performance of all reseller/subcontractors, if any, utilized to provide products and/or services to Customer under this Agreement. Verizon takes the overall responsibility and acts as the single point of contact for services purchased from Verizon under this Agreement including, but not limited to, the following:

- 22.1 Addressing all service and product issues, and providing Customer favorable resolution to any reported problems;
- 22.2 Processing and tracking all Customer purchase orders placed through resellers/subcontractors;
- 22.3 Responding to any/all issues related to delivery, installation, warranty, support, etc. when services and/or products were processed through a reseller / subcontractor; and
- 22.4 Acting as the primary liaison between reseller/subcontractor and/or manufacturer on behalf of the Customer.

23 **Appropriated Funding.** If (a) the Term of this Agreement is greater than one (1) year and (b) Customer is purchasing services hereunder solely with funds that are legislatively-appropriated on a single fiscal year basis and Customer is therefore required by applicable law to reserve the following right in all multi-year purchase contracts, then Customer reserves the right to cancel this Agreement, upon not less than thirty (30) days' notice, whenever such funds have failed appropriation or are otherwise made unavailable to Customer to support continuation or performance in any fiscal year succeeding the first.

**24. Compliance with Law.** Verizon (including its subcontractors, if any) and Customer, shall each at their own expense operate in full compliance with all applicable Federal, State and local laws, rules and regulations. Verizon shall maintain in force all licenses and permits required by the states in which it conducts business.

**25. Financial Stability.** Verizon acknowledges that Customer may rely on Verizon's annual and quarterly financial statements and any required Securities and Exchange Commission Certification Reports as a measure of Verizon's financial strength and ability as an ongoing business concern to fulfill its obligations under this Agreement.

26. **Service Level Agreement (SLA).** Unless Customer and Verizon otherwise expressly agree in writing, Verizon's standard SLAs, if any, for the services/products provided under this Agreement shall apply. Should Customer desire other SLAs to meet their specific organizational requirements, Verizon and Customer may negotiate such SLAs, including: services, features, hardware and/or software to be covered; measurable standards of performance and/or quality of service; Customer/Verizon responsibilities defined; Customer's recourse for system and/or hardware/software failure to meet the SLA; and any other element that is mutually agreed upon by both parties, including any cost adjustments for negotiated SLAs. Any negotiated SLAs shall be made part of this Agreement.

27. **Force Majeure.** Neither party shall be liable for any delay or failure in the performance or provision of Services under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, catastrophe, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

28. **Entire Agreement.** Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. Any requirement for a signature in this Agreement or any Amendment may be satisfied by facsimile transmission of an original signature. Any terms, conditions, or other contents of any purchase order or similar document issued by Customer shall not apply in any way to add to, delete, or modify the terms and conditions of this Agreement, and shall be deemed to be issued only for administrative purposes to reflect Customer's order for the products or services listed herein under the terms of this Agreement.

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**ATTACHMENT A**  
**to Member Participation Agreement**

**Customer name:** State of Connecticut

**1. Service.** The Services that Customer may order under this Member Participation Agreement (“Agreement”) are those set forth in the MiCTA Master Agreement, including but not limited to the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

**2. Services Ordered.** The parties acknowledge for informational purposes that the Customer’s initial order for Services under this Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

Verizon will provide the following services:

**Schedule 9.5.2 Audio Conferencing**

			>250K MOU per Month
US Bridging Charges	Billing Unit	Currency	Rate per Billing Unit
Instant Mtg. Toll Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0087
Instant Mtg. Meet Me - IP Access*	Per Minute	Rate per Billing Unit	\$ 0.0079
Instant Mtg. Toll Meet Me - Wireless Access Option	Per Minute	Rate per Billing Unit	\$ 0.0083
Unattended Toll Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0087
Standard Toll Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0633
Premier Toll Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0825
Instant Meeting IP Dial Out Access**	Per Minute	Rate per Billing Unit	\$ 0.0079
Instant Mtg. Toll Free Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0153
Instant Mtg. Dial Out	Per Minute	Rate per Billing Unit	\$ 0.0153
Instant Mtg. 8XX Meet Me - Wireless Access Option	Per Minute	Rate per Billing Unit	\$ 0.0141
Unattended Toll Free Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0153
Standard Toll Free Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0715
Standard Dial Out	Per Minute	Rate per Billing Unit	\$ 0.1130
Premier Toll Free Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0880
Premier Dial Out	Per Minute	Rate per Billing Unit	\$ 0.1422
* requires Verizon Private IP service			
** requires Verizon VoIP service			

<b>Canada Bridging Charges</b>	<b>Billing Unit</b>	<b>Currency</b>	<b>Rate per Billing Unit</b>
Canada Instant Mtg. Toll Free Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0343
Canada Instant Mtg. Dial Out	Per Minute	Rate per Billing Unit	\$ 0.0343
Canada Unattended Toll Free Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0343
Canada Standard Toll Free Meet Me	Per Minute	Rate per Billing Unit	\$ 0.1116
Canada Standard Dial Out	Per Minute	Rate per Billing Unit	\$ 0.1265
Canada Premier Toll Free Meet Me	Per Minute	Rate per Billing Unit	\$ 0.1391
Canada Premier Dial Out	Per Minute	Rate per Billing Unit	\$ 0.1620
<b>Bridging Charges</b>	<b>Billing Unit</b>	<b>Currency</b>	<b>Rate per Billing Unit</b>
Instant Mtg. Toll Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0087
Unattended Toll Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0087
Standard Toll Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0633
Premier Toll Meet Me	Per Minute	Rate per Billing Unit	\$ 0.0825
Instant Mtg. Meet Me - IP Access*	Per Minute	Rate per Billing Unit	\$ 0.0079
Instant Meeting IP Dial Out Access**	Per Minute	Rate per Billing Unit	\$ 0.0079
* Requires Verizon Private IP service			
** Requires Verizon VoIP service			
<b>Global Access Transport</b>	<b>Billing Unit</b>	<b>Currency</b>	<b>Rate per Billing Unit</b>
Local Access Transport Zone A	Per Minute	Rate per Billing Unit	\$ 0.0120
Local Access Transport Zone B	Per Minute	Rate per Billing Unit	
Local Access Transport Zone C	Per Minute	Rate per Billing Unit	\$ 0.0540
Local Access Transport Zone D	Per Minute	Rate per Billing Unit	\$ 0.0630
Local Access Transport Zone E	Per Minute	Rate per Billing Unit	\$ 0.2025
Local Access Transport Zone F	Per Minute	Rate per Billing Unit	\$ 0.1350
Local Access Transport Zone G	Per Minute	Rate per Billing Unit	\$ 0.2250
Freephone (IFN) Transport Zone A	Per Minute	Rate per Billing Unit	\$ 0.0630
Freephone (IFN) Transport Zone B	Per Minute	Rate per Billing Unit	
Freephone (IFN) Transport Zone C	Per Minute	Rate per Billing Unit	\$ 0.1080
Freephone (IFN) Transport Zone D	Per Minute	Rate per Billing Unit	\$ 0.1260
Freephone (IFN) Transport Zone E	Per Minute	Rate per Billing Unit	\$ 0.2520
Freephone (IFN) Transport Zone F	Per Minute	Rate per Billing Unit	\$ 0.2880
Freephone (IFN) Transport Zone G	Per Minute	Rate per Billing Unit	\$ 0.2880
<b>Feature Charges</b>	<b>Billing Unit</b>	<b>Currency</b>	<b>Rate per Billing Unit</b>
Cancellation Charge	Per reserved bridge port	Rate per Billing Unit	\$ 2.0000
Instant Mtg. Fee 0-20 ports	Per Month Per Subscription	Rate per Billing Unit	\$ -
Instant Mtg. Fee 21-30 ports	Per Month Per Subscription	Rate per Billing Unit	\$ -
Instant Mtg. Fee 31-40 ports	Per Month Per Subscription	Rate per Billing Unit	\$ -
Instant Mtg. Fee 41-50 ports	Per Month Per Subscription	Rate per Billing Unit	\$ -
Instant Mtg. Fee 51-60 ports	Per Month Per Subscription	Rate per Billing Unit	\$ 33.6000

Instant Mtg. Fee 61-70 ports	Per Month Per Subscription	Rate per Billing Unit	\$ 38.3000
Instant Mtg. Fee 71-80 ports	Per Month Per Subscription	Rate per Billing Unit	\$ 43.0000
Instant Mtg. Fee 81-90 ports	Per Month Per Subscription	Rate per Billing Unit	\$ 47.7000
Instant Mtg. Fee 91-100 ports	Per Month Per Subscription	Rate per Billing Unit	\$ 52.4000
Instant Mtg. Fee 101-500 ports	Per Month Per Subscription	Rate per Billing Unit	\$ 149.0000
Instant Mtg. Fee 501-3000 ports	Per Month Per Subscription	Rate per Billing Unit	\$ 249.0000
Instant Replay Plus / Instant Meeting Replay	Per Minute	Rate per Billing Unit	\$ 0.1520
Instant Replay Plus	Per Set Up	Rate per Billing Unit	\$ -
Overbooking (after first 50 bridge ports)	Per Port	Rate per Billing Unit	\$ 2.0000
Recorded Audio File Download	Per download	Rate per Billing Unit	\$ 25.0000

**Audio Conferencing International Dial Out Service.**

International Dial Out Discount	30.00%
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**Term Commitment.** Customer shall purchase the above Services for a minimum period of 36 consecutive months (the "Initial Term") following the execution of this Agreement and installation of the Service.

**Service Locations.** The above Services shall be provided to Customer under this Agreement at the following locations. Other Customer locations may be added to this Agreement, or changed, only upon mutual assent of the parties.

**450 Columbus Blvd., Suite 1202 Hartford, CT 06103**

**3. Service Attachment.** Service Attachment(s) for the above Services, if applicable, that are attached hereto or set forth in the MiCTA Master Agreement or Guide, are incorporated herein by reference and shall be a part of this Attachment A.