

## VERIZON BUSINESS SERVICE AGREEMENT

**Verizon Business Network Services Inc.**  
**One Verizon Way**  
**Basking Ridge, NJ 07920**

**CUSTOMER'S LEGAL NAME ("Customer"):**  
**City of Austin, Texas**  
**Address: P.O. Box 1088, Austin, TX 78767**

By: Anthony Recine  
 Name: Anthony Recine  
 Title: Vice President  
 Date: 4/21/2014

By: [Signature]  
 Name: Jonathan Harris  
 Title: Senior Buyer Specialist  
 Date: 4-21-14

### 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. Verizon may also be referred to herein as "Contractor" and Customer may also be referred to herein as "City". This Agreement is binding upon execution by the parties named above. The pricing in this Agreement is 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 Customer Proprietary Network Information (CPNI).** Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. In order to better serve Customer and offer additional products and services, Verizon, Verizon Wireless and their affiliates ("Verizon Companies") may need to share Customer's CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from the Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies may share Customer CPNI and other Confidential Information among the Verizon Companies, and with Vodafone, agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by them, including local, long distance, wireless, and Internet services (see [www.verizon.com](http://www.verizon.com) for a description of Verizon companies and services). By signing this Agreement, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at [cpni-notices@verizonwireless.com](mailto:cpni-notices@verizonwireless.com) and [cpni-notices@verizon.com](mailto:cpni-notices@verizon.com) of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service 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 Celco 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. **Services.** 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. **Term and Survival.** The "Term" begins on the Effective Date and ends upon the completion of thirty-six (36) months. The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term.

3. **Tariff and Guide.** 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](http://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 ("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. **Annual Volume Commitment.** Customer agrees to pay Verizon no less than Sixty Thousand Dollars (\$60,000.00) in Total Service Charges (defined below) in each twelve-month period during the Initial Term ("Contract Year"), which is the annual volume commitment ("AVC"). "Total Service Charges" means all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, excluding Taxes, Governmental Charges, equipment, Verizon ILEC, non-recurring, goods and services acquired by Verizon as Customer's agent, international access that is passed-through (Type 3/PTT) or provided by Verizon (Type 1), and other charges expressly excluded by this Agreement.

6. **Underutilization and Early Termination Charges.** If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Term, Customer shall pay an "Underutilization Charge" equal to 25% of the unmet AVC. If: (a) Customer terminates this Agreement before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement for Cause pursuant to the Section entitled "Termination; Disconnection Notice," then Customer will pay, within thirty (30) days after such termination: (i) an amount equal to 25% of the unsatisfied AVC remaining 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.

7. **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

lesser of: (a) 1.5% per month, (b) the amount indicated in a Service Attachment, or (c) the maximum amount allowed by applicable law. 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.

**8. Termination; Disconnection Notice.** 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.

**9. Confidential Information.** 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 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 Verizon 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 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. 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 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, or been given access to Customer Confidential Information 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, 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.

#### **10. Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.**

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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)

10.6 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

#### **11. Warranties**

11.1 **Mutual Warranties.** Each party warrants to the other party that:

- (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and
- (ii) it has the full right and authority to enter into and execute this Agreement.



- 11.2 Verizon Warranty. Verizon warrants that the Verizon Services will be provided in a professional and workman-like manner by skilled and experienced personnel.

12. **DISCLAIMER OF WARRANTIES.** 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.

13. Disclaimer of Certain Damages/Limitation of Liability.

- 13.1 **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 for consequential damages resulting from its breach of confidentiality obligations under this Agreement.

- 13.2 **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages sub-section 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.

- 13.3 **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.

- 13.4 **Force Majeure.** Any delay in or failure of performance by any party under this Agreement (other than a failure to comply with payment obligations) is not a breach of the Agreement to the extent that such delay or failure is caused by events beyond the reasonable control of the party affected, including, but not limited to, acts of God; embargoes; governmental restrictions; strikes; labor disputes; riots; insurrection; wars or other military action; civil disorders; acts of terrorism; rebellion; fires; explosions; accidents; floods; vandalism; fiber cuts caused by a third party; unavailability of equipment, software or parts from vendors; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; unavailability or performance degradation of the Internet; preemption of service to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; national emergency and sabotage, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such party uses all commercially reasonable efforts to recommence performance. An event of this kind is known as a "Force Majeure Event." Market conditions or fluctuations are not force majeure events. A party whose performance is affected by such events will promptly provide relevant details to the other party to the relevant agreement and the obligations of the party giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the force majeure continues, and the time for performance of the affected obligation will be extended by the delay caused by the

Force Majeure Event. If the affected party is prevented by the Force Majeure Event from performing its obligations with regard to a Service for 30 days, then either party to the Agreement may in its sole discretion immediately terminate the affected Service by giving notice of termination to the other party, provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace the affected Service with a comparable Service. Upon such termination, Verizon is entitled to payment of: (1) all accrued but unpaid charges incurred through the date of such termination; together with (2) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the local access or related services or equipment in connection with the Service. The parties shall otherwise bear their own costs and Verizon shall be under no further liability to perform the Services affected by the Force Majeure Event."

14. **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.

15. **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.

16. **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 Texas without regard to its choice of law principles. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

17. **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 City at the address provided below, 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.

City of Austin, Purchasing Office  
ATTN: Contract Administrator  
P.O. Box 1088  
Austin, TX 78767

Verizon Business Services  
6415-6455 Business Center Drive  
Highlands Ranch, CO 80130  
Attn: Customer Service  
Email: [notice@verizonbusiness.com](mailto:notice@verizonbusiness.com)

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

18. **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](http://www.verizonbusiness.com/terms)). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy.

19. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Tom Clark, Phone: (512) 516-7827, Email: tom.clark1@verizon.com. The City's Contract Manager for the engagement shall be Ralph Warren, Phone: (512) 974-1137, Email: Ralph.Warren@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein.

20. **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' written 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.

21. **Fraud:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

22. **Equal Opportunity**

22.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice. Non-compliance with this provision may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant.

22.1 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

23. **Right To Audit.** Verizon agrees that books, records, and documents, indicating charges to and payments by Customer under this contract are subject to examination by the City and the State Auditor and Inspector, during normal business hours upon reasonable notice.

24. **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

25. **Gratuities:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities

26. **Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee

guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

27. **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

28. **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.

#### **Service Attachments and Exhibits**

- Exhibit A - Pricing Agreement and Statement of Work
- Private IP Service - Service Attachment
- Ethernet Services - Service Attachment
- Checkbook – Single Credit Option Promotion
- General Installation Waiver Promotion – v 6.0



## Exhibit A Pricing Agreement and Statement of Work

						Ethernet Access			PIP Port			Monthly		36 Month Totals			
Organization	Site Name	Street Address	City	ZIP	CLLI	Interface	MRC	NRC	BW (Mbps)	MRC	NRC	MRC	NRC	MRC	NRC		
City of Austin	CTECC	5010 Old Manor Rd.	Austin	78723	AUSTTXWA	30 Mbps FE	\$454.00	\$0.00	30	\$1,302.00	\$0.00	\$1,756.00	\$0.00	\$63,216.00	\$0.00		
						30 Mbps FE	\$1,519.00	\$0.00	30 (GeoDiverse)	\$1,302.00	\$300.00	\$2,621.00	\$300.00	\$101,556.00	\$300.00		
Vzw	Lonestar NOC	2170 Lone Star Dr.	Dallas	75212	DLLSTXME	N/A			30	\$1,302.00	\$0.00	\$1,302.00	\$0.00	\$46,872.00	\$0.00		
	Copperfield NOC	14125 Cicero Dr	Houston	77095	HSTNTXLA	N/A			N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Totals												\$5,879.00	\$300.00	\$211,644.00	\$300.00		
															Contract Total	\$211,944.00	
															"Checkbook" - Single Credit (5% of Total Contract Commitment)	\$9,000.00	
															Revised Contract Total	\$202,944.00	

### Notes

1. Private IP (MPLS) and Ethernet Access pricing is based on a \$60,000.00 Annual Volume Commitment (AVC) and 3 year term. All Verizon Service Agreement (VSA) terms and conditions apply.
2. The CTECC site will utilize 30 Mbps PIP Port with 30 Mbps Ethernet access (FastE interface) with 0 Kbps Gold CAR (QoS). All installation charges have been waived and additional charges will apply if QoS is required.
3. Ethernet Access Diversity is limited at Old Manor Road. Separate circuits will be ordered, but diversity features cannot be guaranteed over the life of the circuit(s).
4. Provider Edge switch diversity is provided using Geographic Diversity. It ensures that the customer's circuit is diverse at the PoP, or gateway level from another Private IP circuit. The physical/geographical separation of equipment or the route via separate buildings would be considered Diverse Building or Location. Typically, the Diverse Building or location is associated with a Mated Pair (or Group) configuration. Geographic Diversity has limited availability and it is provided at the Company's discretion.
5. Pricing assumes CTECC will provide Verizon-certified router(s) to support proposed services. Standard SLAs and reporting apply.
6. Pricing is based on 36 month term. Billing commences once new services has been established.
7. Promotional Install Waiver for PIP install and EA Standard install.
8. Checkbook-Single Credit promotion provides a one-time lump sum credit equal to 5% of the customer's Total Contract Commitment (AVC x Term years), to be applied in the 4th month following the contract effective date.

**Private IP Service  
Service Attachment  
VBSIII**

1. **Rates and Charges.** For illustrative purposes only, see the pricing on the preceding Exhibit A.
  - 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.**
      - 1.2.2.1 **General.** In addition to the U.S. and International Private IP service locations where 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. **Additional Terms and Conditions.**
  - 2.1 **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.
  - 2.2 **Private IP Service Options.** Customer must choose from Standard or Enhanced Traffic Management Private IP Service options.
  - 2.3 **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.
  - 2.4 **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.
  - 2.5 **Country-Specific Monitoring.**
    - 2.5.1 **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.

2.5.1.1 **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 of the Customer Indian Affiliate/user Undertakings form available in the Guide terms for Private IP.

2.5.2 **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.

2.6 **No Resale.** The Service is provided only to Customer. Resale or use by another organization is prohibited.

## ETHERNET SERVICES SERVICE ATTACHMENT

1. **Rates and Charges.** For illustrative purposes only, see the pricing on the preceding Exhibit A. Customer will pay the monthly recurring charges ("MRC"), which are fixed for the Term of the Agreement and non-recurring charges ("NRC") for Ethernet Virtual Private Line—CPA Based and Ethernet Private Line (collectively "Ethernet Services") indicated below or in the Guide for Verizon Business Services III ("VBS III").
  - 1.1 **Ethernet Virtual Private Line ("EVPL") Converged Packet Architecture ("CPA") Based.** For the three types of EVPL CPA Based services identified below, MRCs will begin accruing on the applicable EVPL CPA Based Service Activation Date, except that if Customer has not provided Verizon with all information reasonably requested by Verizon for the provisioning of the applicable EVPL CPA Based service, MRCs may begin accruing on the 30<sup>th</sup> day following the date that Customer places an order.
    - 1.1.1 **EVPL-Metro.**
      - 1.1.1.1 For each EVPL-Metro Ethernet Virtual Circuit ("EVC"), Customer will pay the MRC and NRC in effect on the date the quote was provided to Customer by Verizon ("Quote Date") (provided that Customer places the order within 45 days after the Quote Date), as set forth in the Guide. If there is a discrepancy between a quoted rate and the rate published in the Guide for the same time period, the published Guide rate will prevail. If no quote is provided, or if Customer places its order more than 45 days after the Quote Date, the order will be priced at the rate in effect at the time of the order.
    - 1.1.2 **EVPL-National.**
      - 1.1.2.1 **MRCs.** For EVPL-National EVCs, Customer will pay per EVC and per mile MRCs, which are based on EVC speed (also known as "Bandwidth") as indicated in the Guide for VBS III.
      - 1.1.2.2 **NRCs.** Customer also will pay NRCs indicated in the Guide.
  - 1.2 **Ethernet Private Line ("EPL") Services.** For EPL services as individually identified below, MRCs will begin accruing on the applicable EPL Service Activation Date, except that if Customer has not provided Verizon with all information reasonably requested by Verizon for the provisioning of the applicable EPL service, MRCs may begin accruing on the 30<sup>th</sup> day following the date that Customer places an order.
    - 1.2.1 **EPL-Metro.** Customer will pay the per circuit MRCs and NRCs in effect on the date the quote was provided to Customer by Verizon ("Quote Date"), (provided that Customer places the order within 45 days after the Quote Date), as set forth in the Guide. If there is a discrepancy between a quoted rate and the rate published in the Guide for the same time period, the published Guide rate will prevail. If no quote is provided, or if Customer places its order more than 45 days after the Quote Date, the order will be priced at the rate in effect at the time of the order.
    - 1.2.2 **EPL-National.**
      - 1.2.2.1 **MRCs.** For EPL-National circuits Customer will pay per circuit and per mile MRCs, which are based on circuit speed and mileage as indicated in the Guide for VBS III.



1.2.2.2 **NRCs.** Customer also will pay NRCs indicated in the Guide.

1.2.3 **EPL-International.**

1.2.3.1 **MRCs.** For each EPL- International circuit, Customer will pay Verizon's standard charges in effect on the date the EPL-International circuit is installed less any applicable discount. Standard charges are available and have been provided to Customer. The MRCs for each EPL-International circuit varies according to its speed, route and location. Rates are fixed for the Term.

1.2.3.2 **NRCs.** For each EPL- International circuit, Customer will pay Verizon's standard installation charges in effect on the date the EPL- International circuit is installed less any applicable discount. Standard installation charges are available and have been provided to Customer by your Verizon account team. The NRCs for each EPL- International circuit will vary according to its speed, route and location. Other NRCs may apply as set forth in the Guide.

1.3 **Media Access Control ("MAC") Address Block MRCs.** Customer will pay an MRC of \$1,000 for each optional block of MAC addresses per Customer Domain that is in addition to the block(s) provided by Verizon, based on the number of customer sites in a given Customer Domain. An NRC for installation, set forth below, also applies.

Charge Type	Charge
MAC Block Address (1) Installation	\$50

1.4 **U.S. Domestic and International Access Required.** Ethernet Access Services is required for EVPL service and is subject to the terms and conditions of the Network Services Local Access Service Attachment and the Guide terms for Ethernet Services.

2. **Terms and Conditions.**

2.1 **Minimum Term Commitment for EVPL and EPL.** Customer commits to keep each EVPL EVC and EPL circuit in service for at least one year.

2.2 **Early Termination Charge for EVPL and EPL.** If Customer terminates any EVPL EVC or EPL circuit ordered under this service attachment before its 12-month commitment has expired, except for termination for Cause, such termination shall not be effective until 30 days (or 60 days in the case of EVPL- International) after Verizon receives written notice of termination ("Termination Date"). In addition to paying all accrued but unpaid charges for the service incurred through the Termination Date, for each terminated EVPL EVC or EPL circuit Customer may be required to pay, within 30 days (or 60 days in the case of EVPL- International) after such Termination Date: (a) an amount equal 75 percent of the MRCs for the EVPL EVC or EPL circuit remaining in the 12-month commitment, if any; plus (b) all fees or early termination fees imposed by the access line provider, if any; plus (c) a pro rata portion of any and all credits received by Customer.

2.3 **End Users.** Customer is solely responsible for interacting with end users regarding any administration, processes, and/or issues arising from any use of Ethernet Services by end users.

2.4 **Customer Responsibilities.** Customer is responsible for any and all damage to (i) Customer Terminating Equipment (CTE) not directly caused by Verizon's negligence or willful misconduct and (ii) the malfunction or failure of any equipment, facilities or systems provided by Customer.

2.5 **Interstate Service for EVPL-National and EPL-National.** EVPL-National and EPL-National are offered only on a jurisdictionally interstate basis. With respect to its use of EVPL-National and EPL-

National service. Customer agrees that more than 10% of Customer's per EVC traffic crosses state line boundaries.

- 2.6 **Service Level Agreements.** The Service Level Agreements applicable to EPL and EVPL are located in the Guide and set forth Customer's sole remedies for any claim relating to EPL and EVPL, including any failure to meet the conditions set forth in the Service Level Agreements.

## **Checkbook – Single Credit Option Promotion**

Subject to the Conditions below, a Customer signing a new Verizon Business service agreement ("Agreement") will receive a one-time credit equal to 5% of the Total Contract Volume Commitment (defined as the Annual Volume Commitment multiplied by the number of years in the initial Term) of the Agreement (the "Checkbook Credit").

Customer will receive the credit in the fourth month following the Effective Date of the Agreement.

### **Conditions**

1. This offer is not available to customers who only subscribe to Verizon Intrastate Long Distance services in the state of Maryland.
2. Promotion must be included in the signed Agreement and submitted by April 30, 2014.
3. The maximum credit that a Customer may receive under this promotion is \$100,000.
4. The Checkbook credit may not be applied against taxes, charges for unauthorized calls, prior outstanding balances owed to Verizon, termination or underutilization charges associated with term plans or program commitments, or disputed charges.
5. The benefits of this promotional offer may not be used in conjunction with the following promotions: Checkbook 2004, Regional Checkbook 2004, Checkbook Monthly Option Regional Checkbook Monthly Option, Fund Promotion – CPE, Professional & Security Services - v2.0, RVP Checkbook, and RVP Checkbook - Monthly Option.
6. If Customer terminates all services under the Agreement prior to the month the credit is to be applied, Customer will not be eligible for the credit.
7. The credit may only be applied against invoices for services provided, under this Agreement, by MCI Communications Services, Inc d/b/a Verizon Business Services.; MCImetro Access Transmission Services, LLC. d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services; or MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts.
8. Additional conditions may be set out in the Guide.

### General Installation Waiver Promotion – v 6.0

Subject to the Conditions below, Verizon will waive the standard non-recurring installation or start-up charges for eligible services in the table below (or in the case of Local Service-CLEC, the non-recurring charges of the types listed in the table below) and for related local loop access service (if any) provided under a Customer's master service agreement ("Agreement") by MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; or MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, as applicable.

Eligible Services	Exclusions To Eligible Services (without limitation)
Network Services Local Access Services - DS0, DS1 and DS3 only	<ul style="list-style-type: none"> <li>• OCn and Higher</li> <li>• International Network Access Local Access</li> <li>• Cross Border Leased Line Service</li> <li>• NRCs for special construction and network diversity</li> </ul>
Ethernet Access – Types 1, 2, 3 & Standard	<ul style="list-style-type: none"> <li>• Ethernet Access Type 4</li> <li>• Type 1 Ethernet Access with circuit facilities assignment</li> <li>• Type 3 Ethernet Access with circuit facilities assignment</li> </ul>
Enterprise Mobility as a Service – service activation charge only	<ul style="list-style-type: none"> <li>• Destination Management Service</li> <li>• Network Access Identifier ("NAI") Service</li> </ul>
Ethernet Private Line - National, Metro and Access only	<ul style="list-style-type: none"> <li>• Ethernet Private Line (International)</li> </ul>
Ethernet Virtual Private Line (EVPL) – CPA-based – National and Metro only	<ul style="list-style-type: none"> <li>• Ethernet Virtual Private Line (International)</li> </ul>
Global Private Line Services – Global Data Link, International Private Line (IPL Half Circuit, IPL OSS and IPL Full Circuit)	
Internet Dedicated - T1, NxT1 and T3 only <ul style="list-style-type: none"> <li>• Internet Dedicated Ethernet</li> <li>• Internet Dedicated Port Only <ul style="list-style-type: none"> <li>○ FE Port Only</li> <li>○ GigE Port Only</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Internet Dedicated OC3 and Higher</li> <li>• Cross Connection Charges</li> </ul>
Long Distance (Domestic and International) – Inbound and Outbound Access	<ul style="list-style-type: none"> <li>• Features (Packages and Ala Carte)</li> <li>• TF/DA Listing</li> <li>• ITFS Service Fees</li> <li>• UIFN Registration</li> </ul>
Local Service-CLEC (Facilities- based and UNE-P)  Includes: <ul style="list-style-type: none"> <li>• Account Setup</li> <li>• Account Charges (including moves,</li> </ul>	<ul style="list-style-type: none"> <li>• Disaster Recovery</li> <li>• Expedite fees</li> <li>• Non-Listing/Non- Published Service</li> <li>• Telecommunications Service Priority</li> <li>• Usage charges</li> <li>• Monthly Recurring Charges</li> </ul>



<p>changes, additions and billing record changes)</p> <ul style="list-style-type: none"> <li>• Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk 2 way Direct)</li> <li>• Direct Inward Dialing (DID)/2 way Direct Installation for blocks of DID/2 way direct numbers</li> <li>• Non-recurring charges for Local ISDN-PRI T1 installation and optional features</li> <li>• Selective Call Screening non-recurring charge</li> <li>• Non-recurring charges for Optional Features</li> <li>• Additional Telephone Number Listing (set up charge)</li> <li>• Alternative Call Listing (set up charge)</li> <li>• Restoral charges (customer and company charges on the rate calculator)</li> <li>• Toll Restrictions (set up charge)</li> <li>• Call Assistance Install (set up charge)</li> <li>• Voicemail - NUMS (National Unified Message Service)</li> </ul>	<ul style="list-style-type: none"> <li>• Surcharges</li> <li>• Charges imposed by third parties <ul style="list-style-type: none"> <li>• Includes access, egress, jack, or wiring charges</li> </ul> </li> <li>• All Governmental Charges</li> </ul>
Private IP (Domestic and International)	<ul style="list-style-type: none"> <li>• Private IP Satellite Access</li> <li>• Private IP – Dynamic Bandwidth Maintenance feature</li> <li>• Private IP – Geographic Gateway and Router Diversity features)</li> <li>• Cross Connection Charges</li> </ul>
Private IP Layer 2	
Secure Gateway – Universal Port only	<ul style="list-style-type: none"> <li>• Secure Gateway Hardware Client</li> <li>• Secure Gateway Management Only</li> <li>• Secure Gateway Out Of Band Modem</li> <li>• Secure Gateway Firewall (Custom)</li> </ul>
U.S. Private Line	
Virtual Private LAN Service (VPLS)	

**Conditions:**

1. The promotion must be included in Customer's Agreement, signed and submitted by October 31, 2014.
2. Only **new** circuits (or equivalent service units) and existing circuits (or equivalent service units) that are upgraded to an eligible port type/speed are eligible for this promotion.
3. Customer commits to paying for the new circuit (or equivalent service unit) of the eligible service to which the benefits of this promotion apply (each a "Promotional Circuit") and the associated local access loop, for a minimum of one year. Customers who terminate any Promotional Circuit or the associated local access loop before one year will be billed and required to pay all charges otherwise waived under this promotion.

4. Orders may be expedited, but applicable expedite fees must be paid.
5. Subject to the restrictions below for Ethernet Access, Customer will receive this promotional waiver benefit on any eligible service provided under this promotion during the Term of the Agreement. For Ethernet Access, Customer will receive this promotional waiver benefit for the charges specified as waived in the pricing sections of the Guide terms for Ethernet Access. Other charges, including without limitation other non-recurring charges, install or labor charges, project and professional services charges usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.



William A. Smith  
Director, Public Sector  
Contracts

Verizon Enterprise Services  
22001 Loudoun County Pky,  
Ashburn, VA 20147

Phone 703-886-7215

[william.a.smith@verizon.com](mailto:william.a.smith@verizon.com)

September 24, 2013

To Whom it May Concern

Verizon today provides the City of Austin with a private wireless 4G network. The City is interested in expanding these services with the addition of private Multiprotocol Label Switching (MPLS) services. The intent is to create an integrated solution that combines wireless and terrestrial services. This will increase the City's ability to securely access remote sites and devices.

However, the services contemplated by the City will require a wireless gateway service to connect the Verizon Wireless 4G assets to the terrestrial network. Verizon is today the sole provider of these services. Verizon does not allow other service providers to provide wireless gateway services using Verizon's wireless assets. Verizon's approach to these services ensures end-to-end network management control, and as a consequence offers customers the highest levels of performance, security, and reliability.

Sincerely,

A handwritten signature in black ink that reads "William A. Smith". The signature is written in a cursive style with a large, stylized "A".



Amendment No. 1  
to  
Contract No. NS140000028  
for  
Verizon Multi-Label Switching Services Infrastructure Agreement  
Between  
MCI  
and the  
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	MCI	Verizon Business Network Services, Inc. dba Verizon Business
Vendor Code	MCI8308212	MCI3118750
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.



Linell Goodin-Brown  
Contract Compliance Supervisor  
City of Austin, Purchasing Office

11-30-16  
Date



# Vendor Registration Change Form ("VRC") Rev. 04-23-2015

<b>CC Specialist:</b>	Mike Zambrano, Jr.	<b>CoSTS No. :</b>	45780	<b>Date Assigned:</b>	11/10/16
<b>Dept. Contact:</b>	Name	Pat Boswell	Phone	512-974-1477	Date
					11/10/16

<b>DETERMINATION:</b>	Merger
-----------------------	--------

## Contract Compliance: Change Vendor

From Existing (Vendor Records)		To New (Vendor Provided Profile)	
Legal Name	MCI	Legal Name	Verizon Business Network Services, Inc.
Alias/dba		Alias/dba	Verizon Business
Vendor Code	MCI8308212	Vendor Code	
Tax ID	47-0751768	Tax ID	13-2745892
Contact	Jim Murphree	Contact	T.J. Johnson
Phone	(972) 729-5430 jim.murphree@verizon.com	Phone / email	(813) 404-3964 tj.johnson@verizon.com
New invoices still have this name?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Accept payment old name/dba?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unpaid Invoices with this name?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Unpaid Invoices with this name?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Documentation – Assigned Contracts</b>		<b>Documentation – New Vendor</b>	
<input type="checkbox"/> Department approval		<input checked="" type="checkbox"/> W-9 (or W-8 if Foreign Vendor)	
<input type="checkbox"/> 0800 Non-Discrimination Form		<input checked="" type="checkbox"/> Vendor Registration Profile	
<input type="checkbox"/> 0805 Non-Suspension or Debarment Certification		<input checked="" type="checkbox"/> Secretary of State Documents	
<input type="checkbox"/> 0815 Living Wages and Benefits Contractor Certification		<input checked="" type="checkbox"/> Acquisition or Merger Documents	
<input type="checkbox"/> 0820 Living Wages and Benefits Employee Certification		<input type="checkbox"/> Assignment Documents	
<input type="checkbox"/> 0830 Buy American Act Certification		<input type="checkbox"/> Insurance <b>Not Applicable</b>	
<input type="checkbox"/> 0835 Non-Resident Bidder Provisions		<input type="checkbox"/> Bonds / Other - specify	

## Vendor Registration: Change Vendor

Existing (box checked & sign)				New (box checked & sign)	
Name/dba	<input type="checkbox"/>	Place hold on vendor code	<input type="checkbox"/>	Load new vendor	<input checked="" type="checkbox"/>
Tax ID	<input type="checkbox"/>	Flag for TIN match	<input type="checkbox"/>	Activate new vendor	<input checked="" type="checkbox"/>
Remit to Address	<input type="checkbox"/>	Flag for 1099	<input type="checkbox"/>	Remove hold on vendor code	<input type="checkbox"/>
Procure Address	<input type="checkbox"/>	Flag for B Notice	<input type="checkbox"/>	Remove prevent new spending	<input type="checkbox"/>
Prevent new spending	<input checked="" type="checkbox"/>	Leave vendor active	<input type="checkbox"/>	Add dba as "Remit to"	<input type="checkbox"/>

**Affected Contracts (MA, CT, DO, PO):** NS140000028, DO-5600-14120504408-1, DO-5600-16060214041-1, CT-5500-15121700177-1

Corporate Contract Compliance Supv. Approval

Sign/date:

*Shirley Brown*  
11-30-16

CCS Actions	✓ If Req	Initial	Date	CCS Actions	✓ If Req	Initial	Date
Insurance	<input type="checkbox"/>	NA	NA	AIMs Contract Updated	<input checked="" type="checkbox"/>	MZ	12-5
Amendment Created	<input checked="" type="checkbox"/>	MZ	11-22	EDIMs Contract Updated	<input checked="" type="checkbox"/>	MZ	12-5
ProCard group Notified	<input checked="" type="checkbox"/>	MZ	12-5	"O" Drive Updated	<input checked="" type="checkbox"/>	MZ	12-5
VCUS Updated (VendorReg)	<input checked="" type="checkbox"/>	RE	11-10	Dept. instructed to amend PO/DO	<input checked="" type="checkbox"/>	MZ	12-5
Buyer instructed to amend CT	<input checked="" type="checkbox"/>	MZ	12-12	IA instructed to update eCapris	<input checked="" type="checkbox"/>	MZ	12-5
Other, specify	<input type="checkbox"/>	-	-	Project closed in CoSTS	<input checked="" type="checkbox"/>	MZ	12-5

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>VERIZON BUSINESS NETWORK SERVICES INC</b>	
	2 Business name/disregarded entity name, if different from above <b>VERIZON BUSINESS</b>	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>ONE VERIZON WAY</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>BASKING RIDGE, NJ 07920</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
1	3	-	2	7	4	5	8	9 2

### Part II Certification

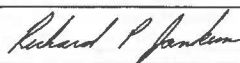
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶



Date ▶ 10/14/2016

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.







## Vendor Registration Profile

Phone: 512-974-2018; Fax: 512-978-7643; Email: [vendorreg@austintexas.gov](mailto:vendorreg@austintexas.gov)

### Address Information

You may include additional addresses on an alternate page.

Sales Mailing Address:

---

---

City, State, Zip:

Sales Contact:

Email:

Phone:

Fax:

Payment Mailing Address:

PO BOX 15043

City, State, Zip:

Albany, NY 12212

Accounts Receivable Contact:

Rhonda J Anderson

Email:

[rhonda.j.anderson@verizonbusiness.com](mailto:rhonda.j.anderson@verizonbusiness.com)

Phone:

Fax:

1-800-825-4850 ext 2051327

### User Information

If we are required to create a new vendor code, a new username will be assigned.

Please provide your preferred user ID and an alternate, in case the first is not available.

Preferred User ID:

---

Alternate User ID (if first is not available)

---

### Pending Payment Information

If your company's legal name or taxpayer ID number has changed, please answer the following:

Will future invoices use the previous remit-to name?

Yes ☒ No

Are there unpaid invoices under the previous remit-to name?

☐ Yes ☒ No

Would you accept payment under the old and new remit-to name?

☒ Yes ☐ No

Are there unpaid invoices under the new name?

☒ Yes ☐ No

### Notes/Additional Information

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Jennifer Hand

Representative Name (Print)

*Jennifer Hand*  
Representative Signature

Electronic Payment Option Support

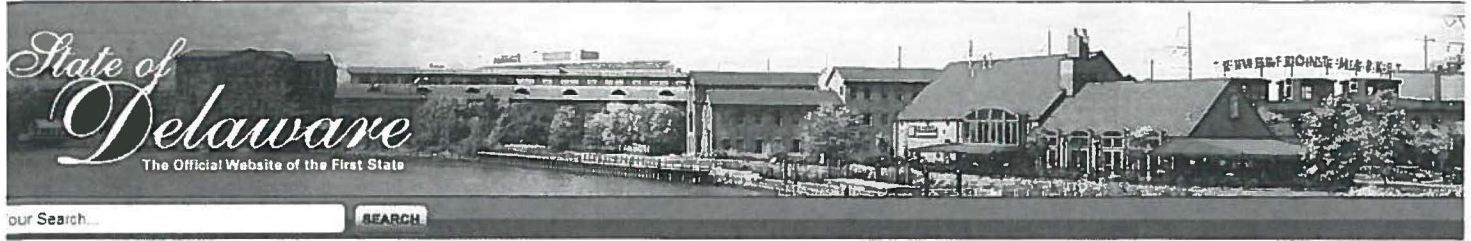
Title

11/03/2016

Date

Please return your Vendor Profile and W9 form by email ([vendorreg@austintexas.gov](mailto:vendorreg@austintexas.gov)) or fax (512-978-7643).





awarded Contracts Directory

## Vendor Contact Information

The vendors listed below may have won part or all of the contract associated with their company. Some contracts are line item, zoned, or multiple awarded. This listing is for

### Company Information

Verizon Business Network Services, Inc.

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

1717 Arch St

2nd Floor

Philadelphia, PA 19103-2740

Website [www.verizonenterprise.com](http://www.verizonenterprise.com)

### Comments:

Contact: Trudy Williams

Phone: 610-639-4686

Fax: 866-208-3436

Cell: 610-639-4686

Email: [Trudy.williams@verizon.com](mailto:Trudy.williams@verizon.com)

**Verizon Communications Inc.**

**Assistant Corporate Secretary's Certificate**

I, Dana C. Kahney, do hereby certify that I am duly appointed, qualified and active Assistant Corporate Secretary of Verizon Communications Inc., a Delaware corporation (the "Corporation"), and that I am authorized to execute and deliver this certificate on behalf of the Corporation, and DO HEREBY CERTIFY on behalf of the Corporation that:

- 1) Verizon Financial Services LLC, a Delaware limited liability company, is a direct wholly-owned subsidiary of the Corporation;
- 2) Verizon Business Global LLC, a Delaware limited liability company, is a direct wholly-owned subsidiary of the Corporation;
- 3) MCI Communications Corporation, a Delaware corporation, is a direct wholly-owned subsidiary of Verizon Business Global LLC and an indirect wholly-owned subsidiary of the Corporation; and
- 4) **Verizon Business Network Services Inc.**, a Delaware corporation, is a direct wholly-owned subsidiary of MCI Communications Corporation and an indirect wholly-owned subsidiary of the Corporation.

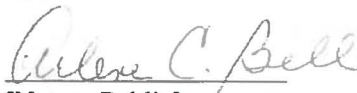
IN WITNESS WHEREOF, the undersigned has executed this Assistant Corporate Secretary's Certificate as of the 1st day of March, 2016.

  
Dana C. Kahney  
Assistant Corporate Secretary

County of Somerset )

State of New Jersey )

Sworn to and subscribed before me this 1st day of March 2016, by Dana C. Kahney. Witness my hand and official seal.

  
[Notary Public]

**Arlene C. Bell**  
Commission # 2047583  
Notary Public, State of New Jersey  
My Commission Expires  
August 3, 2018

Verizon Communications Inc.  
Assistant Corporate Secretary's Certificate

The undersigned certifies that she is the duly appointed Assistant Corporate Secretary of Verizon Communications Inc., a Delaware corporation (the "Corporation") and that, as such, she is authorized to execute this certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is the ultimate parent company of Verizon Network Integration Corp. registered with the Secretary of State of the State of Texas.
2. The Corporation, as the ultimate parent company of Verizon Network Integration Corp., grants consent to Verizon Business Network Services Inc., a Delaware corporation, to use the name, "Verizon Business Network Services Inc." in the State of Texas.

WITNESS the seal of the Corporation and the signature of the undersigned this 30 day of May, 2006.

  
Jane A. Schapker  
Assistant Corporate Secretary

# Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MCI NETWORK SERVICES, INC.", CHANGING ITS NAME FROM "MCI NETWORK SERVICES, INC." TO "VERIZON BUSINESS NETWORK SERVICES INC.", FILED IN THIS OFFICE ON THE TENTH DAY OF APRIL, A.D. 2006, AT 10:40 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TENTH DAY OF APRIL, A.D. 2006, AT 2 O'CLOCK P.M.

0788723 8100

060355791



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4672092

DATE: 04-17-06



CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE  
OF  
INCORPORATION  
OF  
MCI NETWORK SERVICES, INC.

MCI Network Services, Inc. (the "Corporation") organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That resolutions were duly adopted setting forth a proposed amendment (the "Amendment") of the Corporation's Certificate of Incorporation by unanimous written consent in lieu of a meeting of the Board of Directors of the Corporation, declaring the Amendment to be advisable and calling a meeting of the stockholders of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by changing Article 1 so that, as amended, said Article shall be and read as follows:

1. The name of the Corporation is Verizon Business Network Services Inc.

SECOND: That thereafter, in accordance with Section 228 of the General Corporation Law of the State of Delaware, the stockholder of the Corporation approved the Amendment by written consent of the stockholder in lieu of a meeting of the stockholders of the Corporation.

THIRD: That the Amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

FIFTH: That the Amendment is to become effective on April 10, 2005 at 2:00 pm EST.

In WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed this 10<sup>th</sup> day of April, 2006.

By: Lindsay B. Krause  
Lindsay B. Krause  
Assistant Secretary

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:00 AM 04/10/2006  
FILED 10:40 AM 04/10/2006  
SRV 060332948 - 0788723 FILE

**Form 406**  
**(Revised 02/06)**

Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512/463-5709  
Filing Fee: See instructions



**Amendment to Registration**

This space reserved for office use.

**FILED**  
In the Office of the  
Secretary of State of Texas

JUN 15 2006

**Corporations Section**

**Entity Information**

The legal name of the filing entity is:

MCI Network Services, Inc.

State the name of the entity as currently shown in the records of the secretary of state.

If the entity attained its registration under an assumed name, the qualifying assumed name as shown on the records of the secretary of state is:

The application for registration was issued to the entity on: 3/12/73

mm/dd/yyyy

The file number issued to the filing entity by the secretary of state is: 0003395106

**Amendments to Application**

A. ☒ The application for registration is amended to change the legal name of the entity as amended in the entity's jurisdiction of formation. The new name is:

Verizon Business Network Services Inc.

☒ The entity was registered with the secretary of state before January 1, 2006, and has not elected early adoption of the BOC and in accordance with the law applicable to the entity has attached a certificate from the proper filing office in the jurisdiction of formation evidencing the name change.

☐ The entity was registered with the secretary of state on or after January 1, 2006, or has filed an early adoption statement with the secretary of state and is not required to attach a certificate evidencing the name change in the jurisdiction of formation.

B. ☐ The new name of the entity is not available for use in Texas or fails to include an appropriate organizational designation. Or, the entity wishes to amend the qualifying assumed name stated on its registration or amended registration. The assumed name the entity elects to adopt for purposes of maintaining its registration is:



C. ☐ The application for registration is amended to change the business or activity stated in its application for registration. The business or activity that the entity proposes to pursue in this state is:

The entity is authorized to pursue the same business or activity under the laws of the entity's jurisdiction of formation.

### Other Changes to the Application for Registration

The foreign filing entity desires to amend its application for registration to make changes other than or in addition to those stated above. Statements contained in the original application or any amended application are identified by number or description and changed to read as follows:

### Effectiveness of Filing (Section 4.04)

A. ☒ This document becomes effective when the document is filed by the secretary of state.  
B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

### Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 5/8/06

Lindsay B. Krause  
Assistant Secretary

Signature and title of authorized person(s) (see instructions)

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Verizon Communications Inc. and	)	
MCI, Inc.	)	WC Docket No. 05-75
Applications for Approval of	)	
Transfer of Control	)	

---

**APPLICATION FOR TRANSFER OF CONTROL**

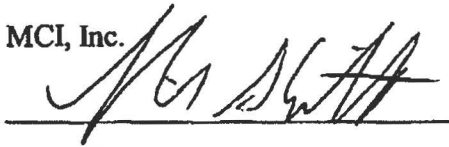
Filed with the Federal Communications Commission  
March 11, 2005

**IV. CONCLUSION**

For the foregoing reasons, the Parties respectfully request that the Commission consent to the transfer of control of MCI and its domestic telecommunications operations to Verizon.

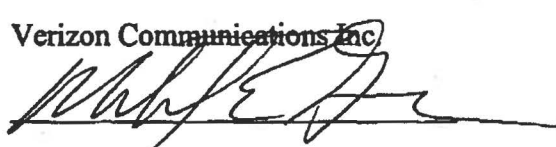
Respectfully submitted,

MCI, Inc.



Richard S. Whitt  
Vice President of Federal Law and Policy  
MCI, Inc.  
1133 19th Street, NW  
Washington, DC 20036  
Tel: (202) 887-3845  
Fax: (202) 736-6701

Verizon Communications Inc.



Michael E. Glover  
Senior Vice President and Deputy General  
Counsel  
VERIZON  
1515 North Court House Road  
Arlington, VA 22201-2909  
Tel: (703) 351-3860  
Fax: (703) 351-3676

July 21, 2005

*Via Electronic Filing*

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12th Street SW  
Washington, DC 20554

RE: *Verizon Communications Inc. and MCI, Inc. Applications for  
Approval of Transfer of Control – WC Docket No. 05-75  
Amendment to Application*

Dear Ms. Dortch:

By this letter, the Applicants in the above-referenced proceeding are providing the Commission notice that networkMCI, Inc. was merged into MCI Network Services, Inc., effective June 30, 2005. NetworkMCI, Inc. was a wholly-owned subsidiary of MCI, Inc. ("MCI") which held a domestic section 214 authorization. Both networkMCI and MCI Network Services were included in the above-referenced application to transfer control to Verizon Communications Inc. ("Verizon"). This merger is purely *pro forma* and does not involve any change in ownership or operation of any of the MCI subsidiaries.

An amended Exhibit 2 to Applicants' application to transfer control of domestic section 214 authorizations, reflecting the elimination of networkMCI, Inc., is being submitted as Attachment A to this letter.<sup>1</sup> In addition, MCI's Form 602 and the proposed combined Verizon-MCI Form 602 are being updated to reflect this change.

If you have any questions or require anything further, please do not hesitate to contact us.

Respectfully submitted,

/s/ Curtis L. Groves  
Curtis L. Groves  
Director, Federal Policy and Advocacy  
MCI, Inc.  
1133 19th Street, NW  
Washington, DC 20036  
Tel: (202) 736-6160  
Fax: (202) 736-6460

/s/ Karen Zacharia  
Karen Zacharia  
Vice President and Associate General Counsel  
VERIZON  
1515 North Court House Road  
Arlington, VA 22201-2909  
Tel: (703) 351-3193  
Fax: (703) 351-3663

---

<sup>1</sup> The amended Exhibit 2 also updates the status of the pending Military Communications Center transaction to reflect the recent filing with the Commission of an application for consent to transfer control.

Marlene H. Dortch  
July 21, 2005  
Page 2

Attachment

cc: Best Copy and Printing, Inc.  
Jim Bird  
Gail Cohen  
Kathleen Collins  
Bill Dever  
David Krech  
Jonathan Levy  
JoAnn Lucanik  
Erin McGrath  
Gary Remondino  
Mary Shultz  
Jeff Tobias

## Exhibit 2

### **MCI Affiliates and Subsidiaries Holding Domestic 214 Authority<sup>1</sup>**

Intermedia Communications LLC  
Intermedia Communications of Virginia, Inc.  
MCI Communications Corporation  
MCI Communications Services, Inc.  
MCI International Mobile Services, Inc.  
MCI International Services, Inc.  
MCI International, Inc.  
MCI Network Services, Inc.  
MCI WORLDCOM Communications of Virginia, Inc.  
MCI WORLDCOM Network Services of Virginia, Inc.  
MCI, Inc.  
MCImetro Access Transmission Services LLC  
MCImetro Access Transmission Services of Virginia, Inc.  
Metropolitan Fiber Systems of New York, Inc.  
MFS CableCo U.S., Inc.  
MFS Globenet, Inc.  
Military Communications Center, Inc.<sup>2</sup>  
Mtel Latin America, Inc.  
SkyTel Corp.  
Southernnet, Inc.  
Telecom\*USA, Inc.  
Teleconnect Company  
Teleconnect Long Distance Services & Systems Co.  
TTI National, Inc.  
WorldCom Broadband Solutions, Inc.

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<sup>1</sup> MCI holds a 100% direct or indirect ownership interest in each of these entities.

<sup>2</sup> Military Communications Center, Inc. ("MCC"), a wholly-owned subsidiary of MCI, is the subject of an application for transfer of control of its domestic section 214 authorization to a third party. *Military Communications Center, Inc., a wholly-owned subsidiary of MCI, Inc., and MCC Acquisition Corporation, Joint Application for Consent to Transfer Control of a Company Holding a Domestic Section 214 Authorization Pursuant to Section 214 of the Communications Act of 1934, as Amended*, WC Docket No. 05-223 (June 22, 2005). If the sale of MCC is completed prior to the consummation of this transaction, the parties will later amend this application to delete MCC's Section 214 authorization from the list of Section 214 authorizations being transferred to Verizon.



## **ATTACHMENT A**

[Advantage Fin](#) > [Advantage 3 Search](#) > [Master Agreements](#) > [Vendor List](#) > [Master Agreement List](#)  
 Master Agreement List For MCI (MCI8308212)



Code ID	Dept	End Date	Total Orders	Authorized Amount	Remaining Balance	Description
MA <a href="#">NS140000028</a>	5600	04/28/2017	\$213,975.00	\$213,975.00	\$0.00	VERIZON MULT LABEL SWITCHING SVCS INFRASTRUCTURE AGREEMENT



[Advantage Fin](#) > [Advantage 3 Search](#) > [Master Agreements](#) > [Vendor List](#) > [Master Agreement List](#)

[Advantage Fin](#) > [Advantage 3 Search](#) > [Purchase Orders](#) > [Purchase Order List](#)  
 PO List For Vendor Code 'MCI8308212' Status 'Open'

Document	Date	Order Amount	Closed Amount	Outstanding	MA Number	Description
DO-5600-14120504408-1	12/05/2014	\$67,648.00	\$0.00	\$67,648.00	NS140000028	20582-THOMAS GABEL-VERIZON MPLS TELEPHONE SERVICES
CT-5500-15121700177-1	12/17/2015	\$95,024.70	\$63,420.86	\$31,603.84		REIMBURSEMENT AGREEMENT FOR UTILITY RELOCATION COSTS-UP
DO-5600-16060214041-1	06/02/2016	\$146,327.00	\$0.00	\$146,327.00	NS140000028	23762-CTM RECURRING MONTHLY SERVICE

[Advantage Fin](#) > [Advantage 3 Search](#) > [Purchase Orders](#) > [Purchase Order List](#)

AUSTIN TEXAS GOV | AIRPORT | LIBRARY | AUSTIN ENERGY | AUSTIN WATER | CONVENTION CENTER | VISITORS BUREAU | OPEN GOVERNMENT

<b>Review Mode</b>	<b>Role</b>	<b>Aprv</b>	<b>Act</b>	<b>Lock</b>	<b>Username</b>	<b>Vendor Code</b>	<b>LOGOUT</b>
	V	Y	Y	N	MCI8308212	MCI8308212	

[/financeonline/vendor\\_connection/c](/financeonline/vendor_connection/c)

## User Information

First Name Betty  
Middle Name Kay  
Last Name Parsons  
Phone Number (972) 729-5005  
Fax Number (636) 793-5749  
Email Address kay.parsons@verizon.com

## Business Information

Legal Name MCI  
Alias Name  
Business Structure Corporation  
Tax ID 470751768  
TIN Type EIN

## Sales &amp; Payment Addresses

Address Type Sales  
Contact Name Patsy Yates  
Email patsy.yates@verizon.com  
Street Address 2400 N. Glenville  
City State Zip Richardson, TX 75082  
Country Dallas  
Country United States of America  
Primary Phone (972) 729-7058  
Address ID 1

Default Address: ☒

Address Type Payment  
Contact Name MCI Communications Services, Inc  
Email r\_u\_billing@lists.verizonbusiness.com  
Street Address Mellon Bank, Lock Box 14206  
PO Box Dept CH 14206  
City State Zip Palatine, IL 60055-4206  
Country United States of America  
Primary Phone (972) 729-7058  
Address ID A

Address Type Payment  
Contact Name S GASPARD  
Email suzie@txninc.com  
Street Address MCI A VERIZON COMPANY  
PO BOX 600674  
City State Zip JACKSONVILLE, FL 32260-0674  
Country United States of America  
Primary Phone (904) 287-1123  
Primary Fax (904) 287-1128  
Address ID A00000102074

## Commodities

05505 Anti-Theft And Security Devices, Automotive  
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42073 Mirrors, Safety And Security, Non-Glass, Flat Type  
42074 Mirrors, Safety And Security (For Blind Corners In

45073	Security Seals
4507360	Seals, Security, Plastic
52540	Book Security Systems, Equipment, And Supplies
65266	Razors And Keys, Security
6526640	Razors, Security
68002	Access Control Systems And Security Systems
68042	Curtains, Security; Vehicle Security Partitions
68061	Lockers, Security

## **Zambrano, Mike**

---

**From:** Reyes, Cindy  
**Sent:** Friday, November 04, 2016 7:14 AM  
**To:** Zambrano, Mike  
**Cc:** Brown, Linell; Thorpe, Lynda  
**Subject:** FW: 4352## : MCI  
**Attachments:** MCI.pdf

Hi Mike,  
For you Sir.  
Thanks,  
cindy

**From:** PurHelp  
**Sent:** Thursday, November 03, 2016 3:07 PM  
**To:** Washington, Bea <Bea.Washington@austintexas.gov>; Reyes, Cindy <Cindy.Reyes@austintexas.gov>; Zambrano, Mike <Mike.Zambrano@austintexas.gov>  
**Subject:** 4352## : MCI

Hello,

The subject Legal name have changed

Vendor contact person: Rhonda Anderson 1 800 825-4850 ext 2051327 [rhonda.j.anderson@verizonbusiness.com](mailto:rhonda.j.anderson@verizonbusiness.com)

Department contact: Patrick Boswell 512 974-1477 [pat.boswell@austintexas.gov](mailto:pat.boswell@austintexas.gov)

If you need more information, please let me know, vendor sent to many emails and documents that I got confused.

Thank you.

Julia B.

Requester : MCI  
Due by time : N/A  
Category :  
Description : MCI Legal name change to VERIZON

Click for details : <http://puraimshelp.coacd.org:8080/WorkOrder.do?woMode=viewWO&woID=4352>





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CNET > Tech Industry > Verizon closes book on MCI merger

# Verizon closes book on MCI merger

The saga of Verizon's \$8.44 billion buyout of long distance carrier MCI finally ends. The CEO prepares to depart.

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## Tech Industry



by Marguerite Reardon

January 6, 2006 1:12 PM PST

@maggie\_reardon

Verizon Communications closed its \$8.44 billion acquisition of long-distance carrier MCI on Friday.

MCI's CEO Michael Capellas, who led the company out of bankruptcy protection in 2004, will leave the company, as planned, now that the merger is complete, Verizon said in a statement. Capellas is expected to get a severance package of almost \$40 million.

Verizon received its final approval from regulators in Washington state late last month. The

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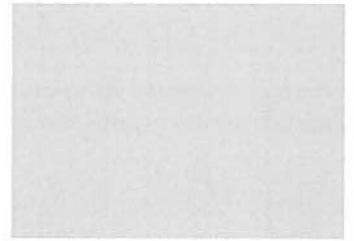
MCI became the target of an intense bidding war between Verizon and Qwest Communications after Verizon announced its intent on Feb. 14, 2005 to buy the company for \$6.7 billion. But in the end Verizon won the prize, despite sharp criticism from certain MCI investors.

The acquisition of MCI gives Verizon an international long-distance network and several large corporate customers. A new division called Verizon Business has been created to house the new network assets. Verizon Business will combine Verizon's existing corporate and government customers with MCI's customers.

"This milestone for Verizon creates a new competitive force with the power of the global MCI network and the reach of Verizon's broadband and wireless networks in the U.S.," Verizon Chairman and CEO Ivan Seidenberg said in a statement. "Our added network capabilities and strong customer relationships provide a solid foundation for innovative and integrated wireless, wireline and multimedia services designed to meet customer demands for speed, mobility and control."

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The deal comes on the heels of SBC Communications'. The combined company is now . The conclusion of the two mega-mergers ends the traditional long-distance phone market that was created after the divestiture of AT&T back in 1984.

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Over the past few years, the United States telecommunications market has consolidated to create a kind of company that provides a full suite of communications services such as local, long-distance and wireless calling, in addition to high-speed Internet access and television programming.

The advent of Internet Protocol technologies has changed the landscape of the industry as phone companies such as Verizon and AT&T now face stiff competition from cable operators

Home > Technology Industry

## Verizon and MCI close merger

Michael Capellas, former president and CEO of MCI, v



By Stephen Lawson | Follow

Senior U.S. Correspondent, IDG News Service | Jan 6, 2006

Verizon Communications and MCI closed their merger on Friday, creating a carrier with a massive U.S. presence in homes and businesses as well as a major global data network.

The merger, agreed upon last Feb. 14, followed a high-stakes battle for MCI between Verizon and another U.S. regional carrier, Qwest Communications International. Along with SBC Communications' acquisition of AT&T to form the new AT&T, a deal that closed late last year, it completes a wave of consolidation of the U.S. telecommunications industry. Verizon, based in New York, will keep its corporate name and now has approximately 250,000 employees serving customers in 150 countries. The combined company has approximately \$90 billion in annual total consolidated operating revenues.

Verizon's top management team, led by Chairman and Chief Executive Officer (CEO) Ivan Seidenberg, and Board of Directors will remain unchanged, the company said. Michael Capellas, who was president and chief executive officer of MCI, is leaving the business now that the merger

Verizon's top management team, led by Chairman and Chief Executive Officer (CEO) Ivan Seidenberg, and Board of Directors will remain unchanged, the company said. Michael Capellas, who was president and chief executive officer of MCI, is leaving the business now that the merger has closed, the company said.

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Business and government customers of the former MCI will be served by a new unit of Verizon, called Verizon Business. The new group will also absorb the former Verizon Enterprise Solutions Group. The new unit operates a global IP network of more than 100,000 miles and will announce new products and services later this month. John Killian, formerly senior vice president and chief financial officer of Verizon's domestic telecommunications business, has been named president of the new unit.

Verizon's other main business units will be its domestic landline division and Verizon Wireless Inc.

Verizon is paying a total of \$8.5 billion in cash and stock for MCI, according to spokesman Bob Varettoni. Trading in MCI shares will continue until the end of the trading day Friday.

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On Thursday, MCI, based in Ashburn, Virginia, announced it had restated its financial results for the first three quarters of 2005, ending Sept. 30. Because of an error related to its contributions to the U.S. Federal Universal Service Fund, it had overstated net income for the period by \$52 million, the company said in a statement. However, it said the restatement would not affect the closing of the merger, which took place less than 24 hours after the restatement was announced.

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