

FY14

PSAP GRANT PROGRAM APPLICATION



VIRGINIA INFORMATION
TECHNOLOGIES AGENCY
Integrated Services Division



FY14 PSAP GRANT PROGRAM APPLICATION

HOW TO APPLY/DEADLINE

The grant application is available and accessible from VITA's Integrated Services Program's website

(<http://www.vita.virginia.gov/isp/default.aspx?id=8578>). Upon completion of the application, it is to be submitted to the PSAP Grant Manager, Lisa Nicholson, at lisa.nicholson@vita.virginia.gov. Any supporting documentation must also be submitted along with the application, including mandatory budgets for projects (if applicable).

After submission, the PSAP Grant Manager will assign a Grant ID and send an e-mail notification to the project contact e-mail address listed on the application received.

All funding requests must be submitted using the grant application. Technical assistance is available from VITA's Public Safety Communications (PSC) staff throughout the grant process. The FY14 PSAP Grant Application Cycle starts July 1, 2012 and concludes on October 31, 2012 at 5:00 pm.

ALL APPLICABLE SECTIONS MUST BE COMPLETED IN ITS ENTIRETY OR THE APPLICATION WILL BE CONSIDERED INCOMPLETE AND NOT ACCEPTED FOR CONSIDERATION.



FY14 PSAP GRANT APPLICATION

PROJECT TITLE

Loudoun County CPE Replacement

GRANT APPLICANT PROFILE/PROJECT CONTACT

PSAP/HOST PSAP NAME: Loudoun County Virginia

CONTACT TITLE: PSAP Director

CONTACT FIRST NAME: Mick

CONTACT LAST NAME: Lemish

ADDRESS 1: 41975 Loudoun Center Place

ADDRESS 2: 1T

CITY: Leesburg

ZIP CODE: 20175

CONTACT EMAIL: mick.lemish@loudoun.gov

CONTACT PHONE NUMBER: 571-258-3832

CONTACT MOBILE NUMBER: 571-233-8087

CONTACT FAX NUMBER: 1T

REGIONAL COORDINATOR: Lewis Cassada

HOST PSAP AND PARTICIPATING PSAPS/LOCALITIES

Loudoun County PSAP

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

GRANT TYPE

Individual PSAP

Regional Initiative

Consolidation

Secondary Consolidation



GRANT PROGRAM TYPE

Continuity and Consolidation

Enhancement

TIER

Out of Service

Non-Vendor Supported*

Technically Outdated*

Strengthen

Not Applicable

If technically outdated or non-vendor supported, application MUST include age and/or version of hardware/software.

VERSION:

YEARS of HARDWARE/SOFTWARE:

ECS 1000 software version 5.8

5*

*See attached supporting documentation that includes contacts showing when it was purchased and confirmation that maintenance from the vendor ends in Feb 2013. The contract was Dec 15, 2006, cutover was July 12, 2007 and support began February 12, 2008. The five year warranty/maintenance expires Feb 12, 2013.

PROJECT FOCUS CPE

If "Other" selected, please specify: 1T

FINANCIAL DATA

Amount Requested: \$ 150,000

Total Project Cost: \$ 2,225,000

STATEMENT OF NEED



This statement should reference the relationship to the current funding priorities established by the Grant Committee and include evidence of any financial need, along with additional information on the impact on operational services; consequences of not receiving funding; inclusion of project in a long-term or a strategic plan; and local sustainability:

Our recent budget for replacement of many equipment items in our PSAP has been cut. Absent an improvement in the economy and grant funding, our intention to replace our CPE from digital to VoIP and related next generation technologies will fall short of the estimated \$3M cost and could cause disruption or degradation of services that are essential to the safety of Loudoun County residents. However, we are also faced with the current CPE support ending in February 2013. The CPE replacement envisioned will maintain our current level of services, provide continued support and allow us to migrate to new technologies and a fiber backbone (which is also unfunded to date.)

Describe how the grant will be maintained and supported in the future, if applicable.

The grant funds will be utilized for the down payment to purchase new CPE equipment, balance will be supported with appropriated from General Funds, and Special Projects Funds appropriated for the new Public Safety Building. Maintenance fees will be budgeted accordingly through General Funds and the financial resources of Loudoun County Information Technology Operating Budget.

COMPREHENSIVE PROJECT DESCRIPTION



Provide a thorough, concise, and complete description of the project, including an outline of the goals and objectives, implementation strategy, and a work plan.

The Sentinel Patriot 911 system is next-generation ready with internet-protocol functionality and fully integrated PBX call handling. It features redundant servers, remote call processing, priority queues, smart speed dialing, and no single point of system failure. Our stations would be fully operational by March 15, 2014, ready to offer services to our citizens.

FOR CONTINUITY AND CONSOLIDATION OR ENHANCEMENT PROJECTS:

PROJECT TIMELINE – Select each applicable phase of the project and indicate the estimated completion date. Sample activities for each phase can be found in the PSAP Grant Program Guidelines as well as on the addendum to this form.

| PROJECT PHASE | ESTIMATED COMPLETION DATE |
|--|---------------------------|
| <input type="checkbox"/> INITIATION (Project approved by appropriate stakeholders) | July 1, 2013 |
| <input type="checkbox"/> DESIGN/PLANNING (Project, system, or solution requirements are developed) | August 1, 2013 |
| <input type="checkbox"/> ACQUISITION (Selected system or solution is procured) | September 1, 2012 |



| | |
|---|-------------------------|
| <input type="checkbox"/> IMPLEMENTATION (Selected system or solution is configured and installed) | January 15, 2013 |
| <input type="checkbox"/> TESTING/COMPLETION (Selected system or solution is tested and put in production) | March 15, 2014 |

Identify the longevity or sustainability of the project.

We foresee that the Sentinel Patriot platform, with standard software upgrades and hardware replacements, will meet our needs through 2019.

Describe how this project supports the Virginia Statewide Comprehensive 9-1-1 Plan.

This project will allow us to continue our current basic and enhanced 911 services, continue maintenance support, and give us the ability to process new call technology, and generally to expand to future capabilities currently under development for Next Generation 911 services.

REGIONAL INITIATIVE (if applicable)



The relationship of the initiative to the participating PSAPs:

1T

Intended collaborative efforts:

1T

Resource sharing:

1T



How does the initiative impacts the operational or strategic plans of the participating agencies:

1T

CONSOLIDATION (Primary or Secondary) - (if applicable)

How would a consolidation take place and provide improved service:

1T

How should it be organized and staffed:

1T



What services should it perform:

1T

How should policies be made and changed:

1T

How should it be funded:

1T

What communication changes or improvements should be made in order to better support operations:

1T



BUDGET AND BUDGET NARRATIVE

List the planned expenditures to be made with grant funds. (NOTE: In lieu of a line item breakdown, an itemized cost schedule or detailed vendor prepared quote may be submitted as an attachment.) Briefly explain the reason for each requested budget item and provide the basis for its cost:

See attached proposal from Verizon.

EVALUATION

How will the project be evaluated and measured for achievement and success:

The project will be judged successful if by June 2014 basic and enhanced 911 calls are received with an error rate approaching zero percent, wireless calls are mapped with an error rate approaching five percent; and if by December 2014 at least one next-generation or next generation-like function has been added to our 911 center's capabilities.



FINANCIAL AND PROGRAMMATIC REPORT

PROJECT PHASES

SAMPLE ACTIVITIES

PHASE

SAMPLE ACTIVITIES

INITIATION

(Project approved by appropriate stakeholders)

- Project concept is documented
- Local Board or governing authority approval or endorsement is received
- PSAP grant application is filed
- Local budgets are obtained
- Appropriated grant funds are approved
- Budgetary estimates are obtained

DESIGN/PLANNING

(Project, system, or solution requirements are developed)

- Requirements are documented
- Components to be purchased are identified
- General design is documented

ACQUISITION

(Selected system or solution is procured)

- RFP (or other bid related processes) are drafted
- Proposals are evaluated
- Contract is signed
- Purchase orders are issued
- Quotes are obtained/grant funds draw down

IMPLEMENTATION

(Selected system or solution is configured and installed)

- Purchased components are delivered and installed
- Training is performed

TESTING/COMPLETION

(Selected system or solution is tested and put in production)

- Performance of system/solution is validated
- System/solution goes "live"

Quote Date: 10/7/2011
 Quote No.: VZ38426-1A
 Site No.: 101002
 Account No: 2321

Loudoun County - VA

Verizon Budgetary Cost for Geo-Diverse Sentinel Patriot - SIDE A

| Customer Information | |
|---|---|
| Customer: Verizon Contact: Phone: Fax: E-Mail: | Products: Sentinel Patriot Sentinel CommandPOST Aurora - MIS Managed Services Optional Parts/Spares Cassidian Communications Services |
| Account Exec: Tom Griffith Phone: 571-248-4034 Fax: E-Mail: tom.griffith@verizonbusiness.com | |

Sentinel Patriot System

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|--|----------------|---------------------------|------------|-----|--------------|
| Sentinel Patriot | | | | | |
| 1 | 873099-00103.1 | PAT 3.1 SYS LIC/DOC/MED | \$2,400.00 | EA | \$2,400.00 |
| 1 | 809800-35061 | PATRIOT SYS CFG | \$1,600.00 | EA | \$1,600.00 |
| 1 | 873099-03001 | PAT/CM CAD INTFC LIC | \$800.00 | EA | \$800.00 |
| 1 | 04000-05533 | BLKBX TL553A-R3 DATASHARE | \$973.00 | EA | \$973.00 |
| 1 | 04000-01751 | TS-4 PORT TERMINAL SVR | \$1,037.00 | EA | Optional |
| 1 | 65000-00182 | CBL 4FT RJ45-10P TO DB25M | \$34.00 | EA | Optional |
| Server Equipment | | | | | |
| 2 | 62040-G614402 | SVR BASE RACK DL380/G7 | \$5,055.00 | EA | \$10,110.00 |
| 2 | 06500-00201 | 2-POST RELAY RACKMNT KIT | \$274.00 | EA | \$548.00 |
| 5 | 64000-20056 | HARD DRIVE 146GB SAS 15K | \$700.00 | EA | \$3,500.00 |
| <i>Note: (2) Drives for mirrored array in PTS server and (3) Drives for RAID5 array in PCS server.</i> | | | | | |
| 1 | 04000-30182 | USB TO SERIAL HUB KIT | \$522.00 | EA | \$522.00 |
| 1 | 65000-00109 | RISER CAGE PCI-X DL380/G7 | \$202.00 | EA | \$202.00 |
| 1 | 63002-172805 | MNTR 17IN W/SPKRS NEC | \$351.00 | EA | \$351.00 |
| 1 | 04000-00393 | SVR WIN2008 DGRD + 10CAL | \$1,557.00 | EA | \$1,557.00 |
| 1 | 04000-00101 | PAT PTS CENT OS | \$0.00 | EA | \$0.00 |
| 2 | 809800-35056 | PAT SVR CFG | \$800.00 | EA | \$1,600.00 |
| Workstation Equipment | | | | | |
| 20 | 873099-00303.0 | PAT 3.X PER SEAT LIC | \$8,800.00 | EA | \$176,000.00 |
| 20 | 873099-01201 | SENT PAT 3.X MIG UPGD LIC | \$5,600.00 | EA | \$112,000.00 |
| 40 | 809800-35001 | PAT 3.X SW SPT 1YR | \$1,584.00 | EA | Optional |
| 40 | 809800-35003 | PAT 3.X SW SPT 3YR | \$4,224.00 | EA | Optional |
| 40 | 809800-35005 | PAT 3.X SW SPT 5YR | \$5,280.00 | EA | \$211,200.00 |
| Workstation Equipment - Z200 | | | | | |
| 40 | 61000-F204807X | WKST HP Z200 | \$2,602.00 | EA | \$104,080.00 |
| 40 | 63002-192808 | MNTR 19IN W/SPKRS BLK NEC | \$464.00 | EA | \$18,560.00 |
| 40 | 63010-192809 | MNTR 19IN TS BLK | \$1,869.00 | EA | Optional |
| 40 | 660001-00032 | EXTERNAL SPEAKERS | \$50.00 | EA | Optional |
| 40 | 65000-00176 | CBL USB EXT REPEAT 16FT | \$18.00 | EA | Optional |
| 40 | 04000-0LX44 | 4-CHANNEL, PCI SOUND CARD | \$877.00 | EA | \$35,080.00 |
| 40 | 64007-50017 | KEYPAD 24KEY W/25FT CBL | \$186.00 | EA | \$7,440.00 |
| 160 | 04000-01018 | CBL DVI KVM EXT KIT | \$53.00 | EA | \$8,480.00 |
| 40 | 04000-01005 | KVM DVI 4-PORT SWITCH | \$386.00 | EA | \$15,440.00 |
| 6 | 04000-00394 | SVR WIN2008 CAL 5-PK | \$264.00 | EA | \$1,584.00 |
| 40 | 853004-00101 | PAT 3.X SENT HARDWARE | \$2,560.00 | EA | \$102,400.00 |
| 40 | 809800-35058 | SENT IWS CFG | \$320.00 | EA | \$12,800.00 |
| 40 | 809800-35060 | SENT STAGING FEE PP | \$480.00 | EA | \$19,200.00 |

Loudoun County - VA

Verizon Budgetary Cost for Geo-Diverse Sentinel Patriot - SIDE A

| | | | | | |
|--|---------------|---------------------------|-------------|----|-----------------------|
| 1 | 870890-07501 | CPR/SYSPREP IMAGING | \$0.00 | EA | \$0.00 |
| <p>Sentinel Patriot Optional Modules Sentinel Patriot Dual IRR Module</p> | | | | | |
| 40 | 873099-00501 | PAT/CM IRR LIC/DOC/MED | \$1,592.00 | EA | \$63,680.00 |
| 40 | 809800-35016 | PAT/CM IRR SW SPT 1YR | \$287.00 | EA | Optional |
| 40 | 809800-35018 | PAT/CM IRR SW SPT 3YR | \$765.00 | EA | Optional |
| 40 | 809800-35020 | PAT/CM IRR SW SPT 5YR | \$956.00 | EA | \$38,240.00 |
| <p>Sentinel Monitor</p> | | | | | |
| 4 | 873099-00701 | SEN MNTR VIEW SW LIC | \$5,600.00 | EA | \$22,400.00 |
| 40 | 873099-00801 | SEN AGENT MNTR LIC | \$1,200.00 | EA | \$48,000.00 |
| 4 | 809800-35026 | SEN MNTR SW SPT 1YR | \$1,008.00 | EA | Optional |
| 4 | 809800-35028 | SEN MNTR SW SPT 3YR | \$2,688.00 | EA | Optional |
| 4 | 809800-35030 | SEN MNTR SW SPT 5YR | \$3,360.00 | EA | \$13,440.00 |
| <p>HP Switch/Router Equipment</p> | | | | | |
| 2 | 04000-01071 | 48-PORT 2610 PRCRVE SWTCH | \$1,429.00 | EA | \$2,858.00 |
| <p>Peripherals & Gateways</p> | | | | | |
| 1 | 04000-31500 | PAT/CM ALARM PANEL | \$2,400.00 | EA | \$2,400.00 |
| 1 | 863014-00102 | PAT PERIPHERALS | \$6,112.00 | EA | \$6,112.00 |
| 1 | 850830-03011 | MODEM PKG 56K EXT | \$1,005.00 | EA | \$1,005.00 |
| 3 | 2213937-1-SR1 | FXO GATEWAY 8-PORT | \$2,111.00 | EA | \$6,333.00 |
| 2 | 2213939-1-SR1 | FXS GATEWAY 8-PORT | \$2,111.00 | EA | \$4,222.00 |
| 4 | 04000-03560 | PAT T1E1 GATEWAY 2SPN AC | \$15,277.00 | EA | \$61,108.00 |
| 1 | 04000-11040 | FIREWALL S1104 APPL | \$3,240.00 | EA | \$3,240.00 |
| 1 | 04000-11041 | WARR FIREWALL SS1104 1YR | \$794.00 | PK | Optional |
| 1 | 04000-11043 | WARR FIREWALL SS1104 3YR | \$2,378.00 | PK | Optional |
| 1 | 04000-11045 | WARR FIREWALL S1104 5YR | \$3,880.00 | PK | \$3,880.00 |
| 1 | 809800-00201 | VPN CONFIG SERVICE | \$320.00 | EA | \$320.00 |
| <p>Peripherals & Equipment Racks</p> | | | | | |
| 1 | 06500-55053 | EQPMT RACK 19 INCH | \$440.00 | EA | \$440.00 |
| 1 | 04000-004B4 | KVM 4-PORT SWITCH | \$708.00 | EA | \$708.00 |
| 1 | 04000-00612 | CBL KVM PS/2 CONSOLE | \$45.00 | EA | \$45.00 |
| 4 | 04000-60614 | CBL KVM PS/2 PC | \$90.00 | EA | \$360.00 |
| 1 | 04000-RMM19 | BRKT 19IN RACK MTG/ARBTR | \$52.00 | EA | \$52.00 |
| Sentinel Patriot System Subtotal | | | | | \$1,130,736.00 |

Sentinel CommandPOST System

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|--|----------------|---------------------------|------------|-----|-------------|
| <p>Sentinel Patriot CommandPOST</p> | | | | | |
| 4 | 873099-00303.0 | PAT 3.X PER SEAT LIC | \$8,800.00 | EA | \$35,200.00 |
| 4 | 809800-35001 | PAT 3.X SW SPT 1YR | \$1,584.00 | EA | Optional |
| 4 | 809800-35003 | PAT 3.X SW SPT 3YR | \$4,224.00 | EA | Optional |
| 4 | 809800-35005 | PAT 3.X SW SPT 5YR | \$5,280.00 | EA | \$21,120.00 |
| 4 | 61050-J204801X | SENT CPOST 8540P | \$2,720.00 | EA | \$10,880.00 |
| 4 | 04401-00093 | BATT EXT LIFE 8540P | \$349.00 | EA | Optional |
| 4 | 64021-10025 | KYBD/MOUSE BUNDLE | \$71.00 | EA | \$284.00 |
| 4 | 04000-00488 | ADVANCED 8540P STATION | \$349.00 | EA | \$1,396.00 |
| 4 | 63002-192808 | MNTR 19IN W/SPKRS BLK NEC | \$464.00 | EA | \$1,856.00 |
| 4 | 63010-192809 | MNTR 19IN TS BLK | \$1,869.00 | EA | Optional |
| 4 | 660001-00032 | EXTERNAL SPEAKERS | \$50.00 | EA | Optional |
| 4 | 853004-00201 | SENT PAT CPOST HW KIT | \$1,010.00 | EA | \$4,040.00 |
| 4 | 809800-35058 | SENT IWS CFG | \$320.00 | EA | \$1,280.00 |
| 4 | 809800-35060 | SENT STAGING FEE PP | \$480.00 | EA | \$1,920.00 |
| <p>Sentinel Monitor</p> | | | | | |

Loudoun County - VA

Verizon Budgetary Cost for Geo-Diverse Sentinel Patriot - SIDE A

| | | | | | |
|--|--------------|-----------------------|------------|----|--------------------|
| 4 | 873099-00801 | SEN AGENT MNTR LIC | \$1,200.00 | EA | \$4,800.00 |
| <i>Aurora - MIS System Licensing & Support</i> | | | | | |
| 4 | 873391-00201 | AURORA COLLECTION LIC | \$1,280.00 | EA | \$5,120.00 |
| 4 | 809800-03301 | AURORA SPT 1 YR | \$231.00 | EA | Optional |
| 4 | 809800-03303 | AURORA SPT 3 YR | \$615.00 | EA | Optional |
| 4 | 809800-03305 | AURORA SPT 5 YR | \$768.00 | EA | \$3,072.00 |
| Sentinel CommandPOST System Subtotal | | | | | \$90,968.00 |

Aurora - MIS System

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|--|----------------|--|------------|-----|---------------------|
| <i>Aurora - MIS System Licensing & Support</i> | | | | | |
| 1 | 873399-00101.3 | AURORA 1.3 L/D/M | \$3,200.00 | EA | \$3,200.00 |
| 40 | 873391-00201 | AURORA COLLECTION LIC | \$1,280.00 | EA | \$51,200.00 |
| 40 | 809800-03301 | AURORA SPT 1 YR | \$231.00 | EA | Optional |
| 40 | 809800-03303 | AURORA SPT 3 YR | \$615.00 | EA | Optional |
| 40 | 809800-03305 | AURORA SPT 5 YR | \$768.00 | EA | \$30,720.00 |
| 6 | 873391-00301 | AURORA USER LICENSE | \$1,200.00 | EA | \$7,200.00 |
| 6 | 04000-00328 | SQL 2008 CAL RUNTIME STD | \$120.00 | EA | \$720.00 |
| <i>Aurora Optional Modules</i> | | | | | |
| 1 | 873391-00901 | AURORA ADV RPT PKG LIC | \$5,600.00 | EA | \$5,600.00 |
| <i>Aurora Server Equipment</i> | | | | | |
| <i>DL380 Server Equipment</i> | | | | | |
| <i>Note: Aurora Server to Reside in Patriot Rack</i> | | | | | |
| 1 | 62040-G614402 | SVR BASE RACK DL380/G7 | \$5,055.00 | EA | \$5,055.00 |
| 6 | 64000-20057 | HARD DRIVE 300GB SAS 10K | \$818.00 | EA | \$4,908.00 |
| 3 | 64000-40090 | 4GB RAM SVR | \$359.00 | EA | \$1,077.00 |
| 1 | TBD | NAS DEVICE | \$1,484.00 | EA | \$1,484.00 |
| 1 | 63002-172805 | MNTR 17IN W/SPKRS NEC | \$351.00 | EA | \$351.00 |
| 1 | 04000-00393 | SVR WIN2008 DGRD + 10CAL | \$1,557.00 | EA | \$1,557.00 |
| 1 | 04000-00329 | SQL 2008 SVR RUNTIME STD | \$100.00 | EA | \$100.00 |
| 1 | 04000-00426 | PRESENT TENSE CLIENT | \$88.00 | EA | \$88.00 |
| 1 | 809800-01416 | MIS SVR CFG | \$800.00 | EA | \$800.00 |
| <i>Aurora Standalone Workstation Equipment</i> | | | | | |
| <i>Workstation Equipment - Z200</i> | | | | | |
| 1 | 61000-F204807X | WKST HP Z200 | \$2,602.00 | EA | \$2,602.00 |
| 1 | 63002-192808 | MNTR 19IN W/SPKRS BLK NEC | \$464.00 | EA | \$464.00 |
| 1 | 809800-00102 | GENERIC WKST CFG FEE | \$400.00 | EA | \$400.00 |
| <i>Peripherals & Equipment Racks</i> | | | | | |
| 1 | 65000-00002 | CBL PATCH 3FT, PNL TO SW | \$15.00 | EA | \$15.00 |
| 1 | 65000-00124 | CBL PATCH 15FT | \$23.00 | EA | \$23.00 |
| <i>Aurora Printers</i> | | | | | |
| 1 | 64040-60083 | PRINTER B&W P3015DN <i>Note: Laserjet Black and White printer. Recommended monthly volume, 1,500 to 5,000 pages</i> | \$1,372.00 | EA | \$1,372.00 |
| 1 | 65000-00002 | CBL PATCH 3FT, PNL TO SW | \$15.00 | EA | \$15.00 |
| Aurora - MIS System Subtotal | | | | | \$118,951.00 |

Managed Services

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|---|--------------|--------------------------|------------|-----|------------|
| <i>Monitoring & Response Activation Fee</i> | | | | | |
| 2 | 809800-14151 | M&R ACT FEE MED&LGE SITE | \$4,640.00 | EA | \$9,280.00 |
| <i>Monitoring & Response License Fees</i> | | | | | |
| 2 | 871499-01203 | M&R LIC, SERVER | \$572.00 | EA | \$1,144.00 |
| 42 | 871499-01204 | M&R LIC, WORKSTATION | \$108.00 | EA | \$4,536.00 |
| 11 | 871499-01205 | M&R LIC, IP DEV | \$68.00 | EA | \$748.00 |

Loudoun County - VA

Verizon Budgetary Cost for Geo-Diverse Sentinel Patriot - SIDE A

| | | | | | |
|--|---------------|---------------------------|------------|----|--------------|
| Monitoring & Response Support Fees | | | | | |
| 2 | 809800-14111 | M&R SERVER SRVC 1YR | \$2,080.00 | EA | Optional |
| 2 | 809800-14113 | M&R SERVER SRVC 3YR | \$5,720.00 | EA | Optional |
| 2 | 809800-14115 | M&R SERVER SRVC 5YR | \$8,944.00 | EA | \$17,888.00 |
| 42 | 809800-14116 | M&R WORKSTATION SRVC 1YR | \$576.00 | EA | Optional |
| 42 | 809800-14118 | M&R WORKSTATION SRVC 3YR | \$1,584.00 | EA | Optional |
| 42 | 809800-14120 | M&R WORKSTATION SRVC 5YR | \$2,477.00 | EA | \$104,034.00 |
| 11 | 809800-14121 | M&R IP DEV SRVC 1YR | \$512.00 | EA | Optional |
| 11 | 809800-14123 | M&R IP DEV SRVC 3YR | \$1,408.00 | EA | Optional |
| 11 | 809800-14125 | M&R IP DEV SRVC 5YR | \$2,202.00 | EA | \$24,222.00 |
| Managed Services - Implementation Fee | | | | | |
| 44 | 809800-14152 | MGD SERV DEV & IMPL | \$120.00 | EA | \$5,280.00 |
| Anti-Virus Solution | | | | | |
| 1 | 04000-00400 | MEDIA, ANTIVIRUS 11.0 | \$47.00 | EA | \$47.00 |
| 44 | 809800-14136 | VIRUS PROTECTION SRVC 1YR | \$175.00 | EA | Optional |
| 44 | 809800-14138 | VIRUS PROTECTION SRVC 3YR | \$37.00 | EA | Optional |
| 44 | 809800-14140 | VIRUS PROTECTION SRVC 5YR | \$564.00 | EA | \$24,816.00 |
| Patch Management Solution | | | | | |
| 44 | 809800-14126 | PATCH MGMT OS SRVC 1YR | \$210.00 | EA | Optional |
| 44 | 809800-14128 | PATCH MGMT OS SRVC 3YR | \$621.00 | EA | Optional |
| 44 | 809800-14130 | PATCH MGMT OS SRVC 5YR | \$1,032.00 | EA | \$45,408.00 |
| NMS Server Equipment | | | | | |
| <i>Note: Managed Services is accomplished using a suite of required software that must run on a server platform. While it is possible to cohabitate this software with the existing DC1 server (typically the primary telephony server), it can become an issue providing Managed Services when the DC1 server is in need of service or repair because if the DC1 server is down, we are unable to deliver service. Therefore Cassidian Communciations recommends purchasing a separate server to provide the Managed Services components.</i> | | | | | |
| 1 | 871499-01203 | M&R LIC, SERVER | \$572.00 | EA | Optional |
| 1 | 809800-14111 | M&R SERVER SRVC 1YR | \$2,080.00 | EA | Optional |
| 1 | 809800-14113 | M&R SERVER SRVC 3YR | \$5,720.00 | EA | Optional |
| 1 | 809800-14115 | M&R SERVER SRVC 5YR | \$8,944.00 | EA | Optional |
| 1 | 809800-14152 | MGD SERV DEV & IMPL | \$120.00 | EA | Optional |
| 1 | 809800-14136 | VIRUS PROTECTION SRVC 1YR | \$175.00 | EA | Optional |
| 1 | 809800-14138 | VIRUS PROTECTION SRVC 3YR | \$368.00 | EA | Optional |
| 1 | 809800-14140 | VIRUS PROTECTION SRVC 5YR | \$564.00 | EA | Optional |
| 1 | 809800-14126 | PATCH MGMT OS SRVC 1YR | \$210.00 | EA | Optional |
| 1 | 809800-14128 | PATCH MGMT OS SRVC 3YR | \$621.00 | EA | Optional |
| 1 | 809800-14130 | PATCH MGMT OS SRVC 5YR | \$1,032.00 | EA | Optional |
| ML310 Server Equipment | | | | | |
| 1 | 62000-F204803 | SVR HP MINI 2G 160HD | \$2,804.00 | EA | Optional |
| 1 | 63002-172805 | MNTR 17IN W/SPKRS NEC | \$351.00 | EA | Optional |
| 1 | 65000-00222 | KIT DIGI 8-PORT | \$733.00 | EA | Optional |
| 1 | 04000-00085 | KIT BACKUP 1TB SATA | \$512.00 | EA | Optional |
| 1 | 04000-00392 | SVR WIN2008 R2 DGRD +5CAL | \$1,295.00 | EA | Optional |
| 1 | 04000-00285 | SQL 2005 PROCESS RUNTIME | \$3,125.00 | EA | Optional |
| 1 | 809800-00112 | GENERIC SVR CFG FEE | \$400.00 | EA | Optional |
| 1 | 04000-01499 | WARR 5YR 24x7 ML310/G5 | \$2,063.00 | EA | Optional |

Loudoun County - VA

Verizon Budgetary Cost for Geo-Diverse Sentinel Patriot - SIDE A

| | | | | | |
|-----------------------------------|---------------|---|------------|----|---------------------|
| 1 | 06500-55053-S | Peripherals & Equipment Rack | \$1,458.00 | EA | |
| 1 | 65000-00124 | RACK, EQUIP SERVER 19INCH CBL PATCH 15FT | \$23.00 | EA | Optional |
| Field Engineering Services | | | | | |
| 16 | 809800-17101 | FIELD ENG-PRIMARY | \$160.00 | UN | Optional |
| Managed Services Subtotal | | | | | \$237,403.00 |

Spares

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|---|----------------|---------------------------|-------------|-----|--------------------|
| Spare Sentinel Patriot Equipment | | | | | |
| 1 | 2213937-1-SR1 | FXO GATEWAY 8-PORT | \$2,111.00 | EA | \$2,111.00 |
| 1 | 2213939-1-SR1 | FXS GATEWAY 8-PORT | \$2,111.00 | EA | \$2,111.00 |
| 1 | 04000-03560 | PAT T1E1 GATEWAY 2SPN AC | \$15,277.00 | EA | \$15,277.00 |
| 1 | 04000-01071 | 48-PORT 2610 PRCRVE SWTCH | \$1,429.00 | EA | \$1,429.00 |
| Optional Workstation Equipment | | | | | |
| Workstation Equipment - Z200 | | | | | |
| 1 | 61000-F204807X | WKST HP Z200 | \$2,602.00 | EA | Optional |
| 1 | 63002-192808 | MNTR 19IN W/SPKRS BLK NEC | \$464.00 | EA | Optional |
| 1 | 63010-192809 | MNTR 19IN TS BLK | \$1,869.00 | EA | Optional |
| 1 | 660001-00032 | EXTERNAL SPEAKERS | \$50.00 | EA | Optional |
| 1 | 65000-00176 | CBL USB EXT REPEAT 16FT | \$18.00 | EA | Optional |
| 1 | 04000-0LX44 | 4-CHANNEL, PCI SOUND CARD | \$877.00 | EA | Optional |
| 1 | 64007-50017 | KEYPAD 24KEY W/25FT CBL | \$186.00 | EA | Optional |
| 4 | 04000-01018 | CBL DVI KVM EXT KIT | \$53.00 | EA | Optional |
| 1 | 04000-01005 | KVM DVI 4-PORT SWITCH | \$386.00 | EA | Optional |
| 1 | 853004-00101 | PAT 3.X SENT HARDWARE | \$2,560.00 | EA | Optional |
| 1 | 809800-00102 | GENERIC WKST CFG FEE | \$400.00 | EA | Optional |
| 1 | 04000-01501 | WARR 5YR Z200 XW43/44/46 | \$799.00 | EA | Optional |
| Spares Subtotal | | | | | \$20,928.00 |

Extended Warranties

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|-------------------------------------|-------------|---|------------|-----|--------------------|
| 3 | 04000-01526 | Server Extended Warranty WARR 5YR 24X7 DL380 <i>Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7 response time.</i> | \$3,389.00 | EA | \$10,167.00 |
| 42 | 04000-01501 | Workstation Extended Warranty WARR 5YR Z200 XW43/44/46 <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 24x7, 4 hour response.</i> | \$799.00 | EA | \$33,558.00 |
| 4 | 04000-07862 | CPOST 8540P WARR 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i> | \$440.00 | EA | \$1,760.00 |
| Extended Warranties Subtotal | | | | | \$45,485.00 |

Cassidian Communications Services

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|---|--------------|-------------------|------------|-----|-------------|
| Field Engineering Services | | | | | |
| Note: A Patriot certified, trained technician is required for the installation of Patriot systems. If a certified, trained technician is not available, Field Engineering services are required. | | | | | |
| 464 | 809800-17101 | FIELD ENG-PRIMARY | \$160.00 | UN | \$74,240.00 |
| Project Management Services | | | | | |

Loudoun County - VA

Verizon Budgetary Cost for Geo-Diverse Sentinel Patriot - SIDE A

| | | | | | |
|--|--------------|--|------------|----|---------------------|
| | | <i>Note: If Project Management services are not purchased, only project coordination services will be provided. This service option requires the channel to assume all project management responsibilities. Cassidian Communications will engage the Project Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling and coordinating of purchased services only.</i> | | | |
| 328 | 809800-51004 | PROJECT MGT-SECONDARY | \$160.00 | UN | \$52,480.00 |
| Training | | | | | |
| <i>Note: Training is provided at the customer site using the customer owned equipment. Prices are per student unless otherwise indicated. Minimum number of students is 6 and maximum number of students is 8 per class.</i> | | | | | |
| 12 | 000000-08532 | SENTINEL PATRIOT AGT TTT | \$600.00 | SU | \$7,200.00 |
| 6 | 000000-08534 | SENTINEL PATRIOT ADMIN | \$600.00 | SU | \$3,600.00 |
| 6 | 000000-08537 | SEN MON & STATS ADMIN | \$200.00 | SU | \$1,200.00 |
| 6 | 000000-24404 | AURORA ADMIN TRAINING | \$400.00 | EA | \$2,400.00 |
| 2 | 809800-00114 | TRAVEL EXPENSE | \$853.00 | EA | \$1,706.00 |
| 10 | 809800-00115 | DAILY TRAINER EXPENSE | \$485.00 | EA | \$4,850.00 |
| 1 | 000000-08538 | CUTOVER COACHING | \$2,000.00 | EA | \$2,000.00 |
| 1 | 809800-00114 | TRAVEL EXPENSE | \$853.00 | EA | \$853.00 |
| 2 | 809800-00115 | DAILY TRAINER EXPENSE | \$485.00 | EA | \$970.00 |
| Cassidian Communications Services Subtotal | | | | | \$151,499.00 |

Quote Summary

| PRODUCT | TOTAL |
|---|-----------------------|
| Sentinel Patriot System | \$1,130,736.00 |
| Sentinel CommandPOST System | \$90,968.00 |
| Aurora - MIS System | \$118,951.00 |
| Managed Services | \$237,403.00 |
| Spares | \$20,928.00 |
| Extended Warranties | \$45,485.00 |
| Verizon five years of maintenance | \$450,000.00 |
| Verizon/Cassidian Communications Services | \$151,499.00 |
| TOTAL QUOTE | \$2,245,970.00 |
| GRAND TOTAL | \$2,245,970.00 |

Power Draw Information

| Product | Total Amps |
|-----------------------------|-------------------|
| Sentinel Patriot System | 148.61 |
| Sentinel CommandPOST System | 10.36 |
| Aurora - MIS System | 15.87 |
| Managed Services | 0 |
| Total Amps | 174.84 |
| Total Watts/VA | 20980.8 |
| Total KVA | 20.9808 |
| BTU's | 57298.5648 |

Configuration Notes

Please place configuration notes here.



Contract Cover Page

154450

IMPORTANT:

- READ THE GUIDELINES ON PAGE 2. Include all required documents when submitting a Contract Package
- ANY MODIFICATION to the contract language, including notes in the margins, results in immediate rejection
- COMPLETE THE INFORMATION BELOW & SUBMIT WITH CONTRACT as soon as possible to avoid implementation delays

CONTRACT PACKAGE INFORMATION

Number of pages in this Contract Package (How many pages are you sending via eFax)?

AGREEMENT INFORMATION

| | | | | | | | |
|--|--|-------------------------------|--|----------------------------------|--|---|--|
| Customer | Loudoun County | | NASP ID | 10AARI | | Contract ID <small>(if OneView Contract)</small> | |
| Address | 41975 Loudoun Center Place | City | Leesburg | State & Zip | VA 20175 | Country | USA |
| Contract Type | Legacy VZ Agreement System Agreement; SOW | | | | | eVal ID | Existing VB |
| Document Type | New System Agreement; SOW | | | | | | |
| Billing Codes - select all applicable | <input type="checkbox"/> 1 | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 | <input type="checkbox"/> 3C / 4A | <input type="checkbox"/> 4M | <input checked="" type="checkbox"/> 5V (fVz) | <input type="checkbox"/> 6W (Wireless) |
| | <input type="checkbox"/> Digex | <input type="checkbox"/> EMEA | <input type="checkbox"/> EMEA Conferencing | | <input type="checkbox"/> AP Conferencing | | |
| Senior VP | Alex Coleman | | | | | | |

SALES INFORMATION (AM = Account Manager)

| | | | | | |
|-------------------|------------------------|---------------|--------------------------|-------------|----------------------------------|
| AM Name | Thomas E. Griffith | Sales Channel | Government and Education | AM E-Mail | tom.griffith@verizonbusiness.com |
| AM Peoplesoft ID | | Telephone # | 571-248-4034 | Fax # | 703-341-1397 |
| AM Street Address | 13930 Minnieville Road | City | Woodbridge | State | VA |
| Department | GovED | RevLoc | | Branch Name | 911-VA |
| Sales Region | VA | Director | Karen Fink | Regional VP | Mike Serbousek |

SUPPORT INFORMATION (Check box for primary POC for questions)

| <input type="checkbox"/> | AM (above) | Name | Phone | Email |
|-------------------------------------|-------------------|-----------------|--------------|----------------------------------|
| <input type="checkbox"/> | AM Manager | Type Here | Type Here | Type Here |
| <input type="checkbox"/> | Service Manager | Type Here | Type Here | Type Here |
| <input checked="" type="checkbox"/> | Sales Specialist | Kathleen Kinzig | 814-456-3523 | kathi.kinzig@verizonbusiness.com |
| <input type="checkbox"/> | (other) | Type Here | Type Here | Type Here |
| | Pre-Sales Analyst | Type Here | Type Here | Type Here |
| | PCM Analyst | Type Here | Type Here | Type Here |
| | Attorney | Type Here | Type Here | Type Here |

If original countersignature is required, provide overnight courier account #

Type Here

BILLING INFORMATION (attach spreadsheet if needed)

| | |
|----------------|------------------------------|
| Billing System | Billing ID |
| Legacy VZ | Verizon Select Services Inc. |
| Select One | Type Here |
| Select One | Type Here |

COMMENTS

This needs to be signed by Verizon first. Approval is attached. Please return both originals to Kathi Kinzig (overnight label)

System Agreement



This System Agreement ("Agreement"), effective as of the 15th day of December, 2006, is made by and between

| | |
|---|--|
| A. Verizon Entity Name ("Verizon"): Verizon Select Services Inc. | B. Customer Name ("Customer") Loudoun County - Virginia |
| Address: 13930 Minnieville Rd | Address: 41975 Loudoun Center Place |
| City: Woodbridge State: Virginia Zip Code: 22193 | City: Leesburg State: VA Zip Code: 20175 Attn: Billing |
| Contact Name and Phone Number: Tom Griffith 571-248-4034 | Customer Billing Address (if different): |
| Quote Number (if applicable) 8-28TXBZ; 8-28TXBX; 8-28TXBY | City: State: Zip Code: |
| | Contact Name and Phone Number: Gary McKelvey Tele # 703-771-5123 |

| | |
|---|--|
| <p>C. Select all applicable options:</p> <p><input checked="" type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input checked="" type="checkbox"/> Installation Services</p> <p>Verizon Maintenance and Management Services</p> <p><input type="checkbox"/> Data Maintenance Next Business Day Remote <input type="checkbox"/> Data Maintenance 4-Hour Remote <input type="checkbox"/> Data Maintenance 4-Hour On-Site <input type="checkbox"/> Data Maintenance 8-Hour On-Site <input type="checkbox"/> Video Central Support Next Business Day On-Site <input type="checkbox"/> Video Central Support Next Business Day Remote <input type="checkbox"/> Connectivity Assurance <input type="checkbox"/> IP Phones Next Business Day <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour Remote <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour On-Site <input type="checkbox"/> IP Telephony Application Server Platform 8-Hour On-Site <input type="checkbox"/> IP Telephony Software Support <input type="checkbox"/> SiteWatch – Fault Management <input type="checkbox"/> SiteWatch – Performance Management <input type="checkbox"/> SiteWatch – Configuration Management <input type="checkbox"/> IPTWatch Call Manager/Server Management <input type="checkbox"/> IPTWatch Unity Voice Mail/Server Management <input type="checkbox"/> IPTWatch IP QoS Fault Monitoring <input type="checkbox"/> IPTWatch QoS Performance Monitoring</p> | <p>Verizon Maintenance and Management Services Cont'd.</p> <p><input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> Software Release Subscription (SRS) <input type="checkbox"/> On-Site Technician <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period) <input type="checkbox"/> Other _____</p> |
|---|--|



System Agreement

Verizon Maintenance and Management Services Cont'd.

Third Party Maintenance Services (Maintenance will be provided in accordance with the vendor's terms and conditions and except for Sections 2, 4, 11, 12, 13 and 14 the terms and conditions herein shall not apply to such maintenance services.)

- Nortel Extended Service
- Cisco SmartNet
- Other: _____

D. Payment Options:

- Cash Purchase
- Lease/Financing
 - Verizon Credit Inc.
 - Third Party Lease/Financing _____ (must have prior written approval of Verizon)
- E-Rate/USF Funding Application No. _____
- Tax Exempt No. _____

E. The total price of the System and/or services being purchased by the Customer is:

| | |
|---|------------------------|
| System Price | \$ <u>1,125,930.62</u> |
| Professional Services Price | \$ _____ |
| Security Solutions Services Price | \$ _____ |
| Maintenance Service | |
| Voice Maintenance Service for _____ Year(s) | \$ _____ |
| Managed Network Solutions Service for _____ Year(s) | \$ _____ |
| Third Party Maintenance Service for <u>one</u> Year(s) | \$ <u>34,913.72</u> |
| Supplemental Warranty Coverage | \$ <u>NA</u> |
| Applicable taxes (estimated) | \$ <u>NA</u> |
| TOTAL PRICE | \$ <u>1,160,844.34</u> |
| Down Payment | \$ _____ |
| Balance Due | \$ <u>1,160,844.34</u> |

Sal

Customer Initials

F. Maintenance Service Billing Option:



System Agreement

Pre-paid Billing: _____ years \$ _____

(Annual Rate)

Deferred Billing (deferred until warranty expiration):

| | | | | | |
|----------------|--------------------|---------------------|---------------------|--------------------|---------------------|
| <u>4</u> years | <u>\$34,913.72</u> | <u>\$ 34,913.72</u> | <u>\$ 34,913.72</u> | <u>\$34,913.72</u> | <u>\$ 34,913.72</u> |
| | (Year 1) | (Year2) | (Year 3) | (Year 4) | (Year 5) |

Bill deferred payment (check one): annually semi-annually quarterly monthly

G. Attachments

- Addendum for Equipment/Services Subject to E-Rate Funding
- Call Center Software, Support and Professional Services Exhibit
- Equipment Sales and Installation Exhibit
- Managed Network Solutions Exhibit
- Professional Services Exhibit
- Quote
- Security Solutions Exhibit
- Service Plan Description(s)
- Statement of Work
- Voice Warranty and Maintenance Services Exhibit – Voice Recorder Equipment Maintenance

THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE FOLLOWING PAGES

Sal

Customer Initials





**AGREEMENT FOR THE MAINTENANCE OF
9-1-1 ENHANCED CUSTOMER PREMISE EQUIPMENT AND SERVICES
Agreement Nos. 2006 – 366089 and 2006 - 366087**

THIS AGREEMENT (“Agreement”) is effective as of the date set forth below by and between Loudoun County the (“Customer”) and Verizon Virginia Inc. (“Verizon”). Customer hereby agrees to purchase from Verizon certain telecommunications customer premises equipment maintenance services used for terminating 9-1-1 calls (the “Products and Services”), as described in this Agreement. After the parties sign this Agreement, Verizon will maintain, and Customer will pay for, and use the Services, in accordance with the terms and conditions of this Agreement. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission.

1. PRODUCTS AND SERVICES

Verizon shall maintain for Customer the customer premise equipment (“CPE” or “Equipment”), consisting of the telecommunications equipment identified in the attached Appendix A, “Description of Products and Services”, and provide the necessary Services required to make operable the CPE, for Customer’s use in connection with 9-1-1 enhanced service provided by Verizon under Verizon tariffs or individual case basis contract filed with the applicable state regulatory commission. Services as defined herein are applicable to the maintenance of the Products provided hereunder only and do not apply to the 9-1-1 service which is provided to Customer under the appropriate tariff or individual case basis contract. All maintenance for the Products will be provided in accordance with the provisions of the limited warranty and maintenance provisions set forth below. To the extent that the Products provided hereunder are interconnected to other services provided by Verizon or other persons, such other services shall not be construed to be provided under this Agreement. This Agreement does not cover Universal Emergency Service Number 9-1-1 Enhanced service which is provided pursuant to Verizon’s applicable state tariffs under separate written agreement.

2. CHARGES

2.1 Customer agrees to pay Verizon for Maintenance at the price(s) and under the terms set forth in the attached Appendix B, “Pricing” within thirty (30) days of receipt of the invoice (“Due Date”). Customer also agrees to pay Verizon applicable taxes, fees, duties and surcharges in addition to the prices, except taxes on Verizon's income. Should Customer be exempt from such taxes, Customer shall provide Verizon with acceptable evidence of exemption upon request. If Customer fails to pay any invoice in full within fifteen (15) days of Due Date or the payment period prescribed by applicable law or regulation, Customer will pay Verizon 1.50% Late Payment Interest charge (or the maximum rate allowed by law or regulation), on the unpaid balance, prorated daily, until the balance is paid in full. In addition, The rates stated in Appendix B do not include rates and charges for any other aspect of 9-1-1 services used in connection with the Products and Services provided pursuant to this Agreement.

2.2 All invoices will be paid promptly by the County unless any items thereon are questioned, in which event payment may be withheld pending verification of the amount claimed and the validity of the claim. The vendor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to:

Loudoun County, Virginia
Dept. of Information Technology
41975 Loudoun Center Place, S.E.
Leesburg, Virginia 20175-8901

2.3 Payment to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this contract, the Contractor shall either:

Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the Subcontractor under this contract; or

Notify the County and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the County.

3. SERVICE PERIOD AND CANCELLATION

This Agreement shall become effective upon the date of last signature by the parties. The service period for which the Products and Services shall be provided and paid for shall be for sixty (60) consecutive months from the date defined below ("Service Period"). If Customer changes or cancels this Agreement prior to establishment of Service, Customer will pay certain Verizon costs reasonably and necessarily associated with such cancellation or changes.

4. ASSIGNMENT

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent, which shall not be unreasonably withheld. The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior consent and approval, which shall not be unreasonably withheld, in writing by the County. Provided Customer provides Verizon with reasonable prior written notice, Customer may assign or transfer this Agreement to any governmental entity that is the successor to substantially all of its assets and all of its authority. All other attempted assignments shall be void without the prior written consent of the other party.

5. LIMITED EQUIPMENT WARRANTY AND MAINTENANCE SERVICE

Maintenance service consists of repair or replacement of defective CPE, remotely or at Customer's site, without charge for parts or labor. Verizon has the option to repair or replace CPE with new or like-new CPE and any replaced CPE shall become Verizon's property, excluding spare System parts owned by the Customer.

Maintenance service does not cover CPE failure caused by other than normal wear and tear, including without limitation, failure caused by acts or omissions beyond Verizon's reasonable control, including, but not limited to acts of God or third parties, power outages or surges. Maintenance service does not cover supplementing, rearranging, relocating, modifying, or removing the Products. If such activities by Customer or others cause safety hazards or CPE malfunctions, Verizon will respond within the time frames mentioned above, and Verizon will be entitled to correct the hazard at additional then-current time and material charges, which Customer agrees to pay.

Verizon's maintenance hours of operation are from 9:00 A.M. to 5:00 P.M. local time, Monday through Friday, excluding Verizon holidays. Verizon will provide normal maintenance during its regular business hours. Customer may report a Product failure twenty-four (24) hours per day, seven (7) days per week, by calling Verizon at such number that Verizon provides Customer in writing. In the event of a major failure, Verizon will respond either

remotely or on-site within four (4) hours from the time Verizon is notified of such major failure, twenty-four (24) hours per day, seven (7) days per week. For all failures that do not affect service or minor failures, Verizon shall respond either remotely or on-site by the end of the next business day. A major failure of voice Products occurs when: (a) Customer loses ANI/ALI call process functionality, (b) Customer cannot use a central answering station to place or receive inside or outside calls; (c) Customer has 12 stations or fewer and cannot use at least 50% of them to place or receive inside or outside calls; (d) Customer has 13 to 32 stations and cannot use at least 25% of them to place or receive inside or outside calls; (e) Customer has 33 stations or more and cannot use at least 15% of them to place or receive inside or outside calls. All other failures shall be deemed to be minor. Customer must provide Verizon with the access that Verizon requires for Warranty service. Verizon will notify Customer's on-duty supervisor upon arrival at Customer's site.

Customer forfeits all Warranty and/or Service Maintenance rights if, during the Warranty period or the maintenance service period, Customer or a third party: (a) fails to follow applicable installation, operation, maintenance, or environmental requirements; (b) alters, modifies, enhances, repairs or disassembles the CPE without Verizon's written consent; (c) abuses, misuses or damages the CPE; or (d) relocates the CPE without Verizon's prior written consent. Warranty service does not cover CPE damaged by acts, omissions or events beyond Verizon's reasonable control, including power failures or surges. Verizon will provide its best efforts to repair and maintain the CPE in such circumstances and appropriate and necessary fees will be charged to Customer if applicable.

At the end of the Service Period (60 Months including the Warranty Period), maintenance service may be extended annually at a mutually agreeable rate by addendum to this Agreement. Verizon will notify Customer no less than ninety (90) days prior to expiration of Service Period of changes in maintenance service, including price, prior to the beginning of any renewal term. Customer may also elect to purchase term maintenance service in accordance with the above notification period at agreed upon prices.

Customer may not cancel maintenance service and seek a refund.

THESE WARRANTIES ARE EXCLUSIVE AND NONTRANSFERABLE. VERIZON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS DESCRIBED IN THE MANUFACTURER'S SPECIFICATIONS.

6. FORCE MAJUERE

Verizon shall not be liable for delays, losses, damages, or any other consequences of acts, omissions, events or failures in performance due to causes beyond Verizon's reasonable control, including, but not limited to, acts of a governmental body or third parties, acts of God, fires, floods, civil disturbances, war, riots, insurrections, strikes, other labor-related disputes, or its inability to obtain the necessary equipment or services. Delays attributable to such losses, damages, acts, omissions, events or failures which affect the work schedule shall result in equitable adjustments to the work scheduled by Change Order for a period of time at least equal to the periods of delay.

7. INDEMNIFICATION

- 7.1 Verizon will defend, indemnify and hold harmless Customer against any claim, suit, action or proceeding ("Claim") alleging that equipment in the form supplied to Customer infringes a valid U.S. patent or copyright, and Verizon agrees to pay all reasonable litigation and settlement costs and attorney's fees incurred by Customer in connection with any such Claim. If the use of the equipment is enjoined or threatened by a Claim as described above, Verizon may, at its expense, choose one of the following options: a) procure for Customer the right to use the equipment or relevant component, b) replace the equipment or relevant component with an equivalent, non-infringing equipment or relevant component, or c) modify the equipment or relevant component so that it becomes non-infringing. In the event that none of the foregoing options is available, Verizon will remove the equipment and refund the purchase price less depreciation for such use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years. Verizon shall have no obligation for any costs, fees or expenses incurred by Customer without Verizon's prior written consent, with

respect to any Claim arising out of “music on hold” or similar service, or for any indirect, special, consequential or incidental damages arising out of any Claim. Verizon’s indemnification obligation will not apply unless Customer (1) gives written notice to Verizon within fifteen (15) days of receipt of service of any such Claim and shall inform Verizon in writing of any subsequent communications regarding same, (2) fully cooperates with Verizon in the defense of the Claim, and (3) in a timely fashion provides Verizon with information and assistance in defending the Claim. Verizon shall have sole control of the defense of the Claim and of all negotiations for its settlement or compromise. This indemnity shall not apply to any Claim, or portion thereof, that arises from any negligent or willful act or omission by or attributable to Customer, use or operation of the System in combination with materials, data or programming of Customer or others, any addition to or modification of the System, or use of other than the current unaltered release of any software used in the System. The foregoing states the entire obligation of Verizon to Customer, and is Customer’s sole and exclusive remedy, with respect to any Claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such Claims.

7.2 Verizon shall hold harmless the Customer against any and all suits, losses, claims, damages, actions, demands, decrees, judgments, liabilities, costs and expenses, including costs of defense and reasonable attorney’s fees, based upon injuries, sickness, disease, or to death of individuals or relating to damages to tangible property arising out of or resulting from Verizon’s respective negligent acts or omissions or other tortious conduct in connection with the performance or failure to perform its obligations under this Agreement. The foregoing is not intended to confer additional rights upon third parties.

8. TERMINATION OF AGREEMENT

Either party may terminate this Agreement immediately by written notice in the event the other party (i) materially breaches this Agreement and (a) fails to cure such breach within thirty (30) days following written notice thereof, or (b) if such breach cannot reasonably be cured during that time, uses its best efforts to cure such breach as soon as practicable but in any event within ninety (90) days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant to this Section, Customer shall promptly pay Verizon for the services provided up to the date of termination including termination liability as described in Appendix B – “Pricing”. If Customer terminates this Agreement pursuant to this Section, Customer shall promptly pay Verizon for the services provided up to the date of termination, however, termination liability as described in Appendix B – “Pricing” will not apply.

9. CONTRACTUAL DISPUTES

The Verizon shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Verizon within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the Verizon appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

In the event the parties are unable to reach a satisfactory decision agreed to by the parties in writing, then either party may pursue any right or claim it may have at law or equity.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY’S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT

LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 8 HEREOF, VERIZON'S ENTIRE LIABILITY FOR ANY DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES. IN ADDITION, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM. FOR PURPOSES OF THIS CLAUSE ANY COSTS TO THE CUSTOMER INCURRED IN SECURING A REPLACEMENT CONTRACT, IN THE EVENT OF VERIZON'S DEFAULT OR BREACH OF THIS AGREEMENT, SHALL BE CONSIDERED DIRECT DAMAGES AND NOT CONSEQUENTIAL DAMAGES.

11. NOTICES

Notices required by this Agreement must be in writing and sent by first class mail or certified mail, return receipt requested to: Verizon Enterprise Sales Contract Repository, 700 Hidden Ridge, MC: HQW02L25, Irving, TX 75038, if to Verizon, and to Customer at County of Loudoun, Virginia, Dept. of Management and Financial Services, Division of Procurement, MSC #41C, 1 Harrison St., SE, 4th floor, Leesburg, VA 20175. Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices sent by first class mail shall be effective three (3) days after mailing. Notices sent by certified mail shall be effective on the date noted on the return receipt.

12. BUSINESS LICENSES, PERMITS, AND CERTIFICATES

All business licenses, permits and certificates required for and in connection with any and all parts of this Agreement shall be secured by Verizon at its own expense. Verizon will perform all work in such a manner as to comply with the laws of the local, state and federal government as may apply.

13. Insurance.

The Verizon shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by Verizon, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by Verizon for the duration of the contract period; for occurrence policies. Claims made policies shall be in force or that coverage purchased for three (3) years after contract completion date.

13.1 General Liability: Coverage shall be as broad as: Comprehensive General Liability and include Broad Form, Commercial General Liability Form, including Products/Completed Operations.

Minimum Limits:

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products and Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

- \$ 50,000 Fire Damage Limit
- \$ 5,000 Medical Expense Limit

13.2 Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by Verizon, his agents, representatives, employees or subcontractors.

Minimum Limits

- Automobile Liability
- \$ 1,000,000 Combined Single Limit
- \$ 1,000,000 Each Occurrence Limit
- \$ 5,000 Medical Expense Limit

A. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000

B. Coverage Provisions

Loudoun County, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

Verizon's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

Shall provide thirty (30) days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage's for subcontractors of Verizon shall be subject to all of the requirements stated herein.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or Verizon shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

Verizon shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of Verizon's negligence.

Verizon shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage shall be attached.

All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A-:VII. If A.M. Best rating is less than A-:VII, approval shall be received from County's Risk Officer.

All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

14. INDEPENDENT CONTRACTOR

Verizon will be legally considered as an independent contractor and neither Verizon nor its employees will, under any circumstances, be considered servants or agent of the Customer. Customer will not be legally responsible for any negligence or other wrongdoing by Verizon, its servants or agents. Customer will not withhold from the contract payments to Verizon any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Verizon. Further, Customer will not provide to Verizon any insurance coverage or other

benefits, including Worker's Compensation, normally provided by the Customer for its own employees.

15. GOVERNING LAW

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

16. APPROPRIATIONS

The obligation of Customer to make payments hereunder is subject to the availability of lawfully appropriated funds for such purpose. Notwithstanding the foregoing, Customer hereby represents and warrants that sufficient funds have been appropriated to cover payments under this Agreement for the current fiscal year. Customer further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for the CPE and Services. In the event that Customer cannot procure or obtain lawfully appropriated and available budget authority for the Products and Services, despite its best efforts, and notifies Verizon in writing of such non-availability of funding, this Agreement may be terminated by Customer without further liability, except that Customer shall pay Verizon for all Products and Services provided by Verizon and accepted by Customer up to and including the date of termination.

17. COMPLIANCE WITH LAWS

Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.

18. COOPERATIVE PROCUREMENT

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

19. SAFETY

All contractors and subcontractors performing services for Loudoun County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

20. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

21. ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

22. EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

23. DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

24. FAITH BASED ORGANIZATIONS

Loudoun County does not discriminate against faith-based organizations.

25. SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

26. GENERAL

(a) If any provision of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder of the Agreement shall continue in full force and effect unless the provision is a material

provision of this Agreement. In such event, the parties shall make a good faith effort to negotiate a new provision acceptable to both parties. Such new provision shall be in writing and signed by both parties to be effective.

(b) Any variance from this Agreement in Customer's purchase orders is of no effect. Verizon's signature on Customer's purchase order shall not be considered as Verizon's agreement to any of its terms or conditions which contradicts this Agreement. Any modifications or waiver of this Agreement must be in writing and signed by both parties to be effective.

(c) Customer's obligations under this Agreement with respect to payment of charges due shall survive termination or expiration of this Agreement.

(d) A failure by either party to exercise its rights under this Agreement is not a waiver.

(e) No employees of Customer shall be admitted to any share in any part of this Agreement or to share in any benefit that may arise therefrom which is not available to the general public.

(f) Neither Party will disclose the terms of this Agreement to any other person without the prior written consent of the other Party, subject to, or consistent with applicable law, regulation or filing requirements

(g) The persons who sign this Agreement warrant that they are authorized to do so, and Customer further warrants that it has obtained all the written approvals and administrative resolutions necessary to obtain the Products and Services.

(h) This Agreement, Exhibits attached hereto and applicable filed and effective tariffs, as amended from time-to-time constitute the entire agreement between the Parties on the subject matter of this Agreement, and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any Party on the subject matter hereof. Customer warrants that it has not relied on such prior or contemporaneous representations, understandings, or agreements in signing this Agreement. This Agreement may not be modified or rescinded except by a writing signed by an authorized representative of each Party.

(i) This Agreement shall not become effective until it has been executed by an authorized representative of Customer and accepted and executed by an authorized representative of Verizon.

IN WITNESS WHEREOF, the Parties have entered into this Agreement, effective on the last date of signature, below.

LOUDOUN COUNTY, VIRGINIA

By: Sandra A. Linsberry

Sandra A. Linsberry

(Typewritten or Printed Name)

Title: Contracting Officer

Date: 12/15/06

VERIZON VIRGINIA INC.

By: 

(Typewritten or Printed Name)

Title: Suleiman Hessami
VP Pricing/Contract Management

Date: 12/12/06

Address:
41975 Loudoun Center Place,
Attn: Billing
Leesburg, VA 20175
Main Billing Telephone No. (BTN): 023-104-5130

APPROVED AS TO FORM:


ASSISTANT COUNTY ATTORNEY

Verizon company name: **Verizon Virginia Inc. ("Verizon")**
 State: VA
 Customer name: **Loudoun County, Virginia**
 ICB Case No.: Case number 2006-366087 and 2006-366089

APPENDIX A
DESCRIPTION OF SERVICES

1. CPE and Software Configuration or Equipment List:

Verizon will maintain the Customer's 911 equipment at the location specified below.

ECS 1000

| MatCode | Description | Qty |
|----------------|--|------------|
| 11022024 | CONNECTOR AND HOOD BUNDLE | 21 |
| 73024829 | ECS-1000 CE Shelf - Master | 1 |
| 73024870 | ECS-1000 CE Shelf - Slave Analog | 2 |
| 73027438 | AP Gen 3 Module | 2 |
| 826789 | BIU Module | 5 |
| 73027437 | Data Interface Module | 9 |
| 735046 | Internal Fax/Modem (14.4/9.6 kbps) | 1 |
| 735039 | Line/Trunk II Module (4 x 4) | 12 |
| 735036 | MF/DTMF Module | 2 |
| 735035 | Mixer 1024 Module | 2 |
| 735037 | TDD Module | 2 |
| EPR12 | 4 PORT FXO ANALOG VOIP GATEWAY | 1 |
| EPR13 | 8 PORT FXO ANALOG VOIP GATEWAY | 1 |
| EPR14 | 4 PORT FXS ANALOG VOIP GATEWAY | 1 |
| EPR15 | 8 PORT FXS ANALOG VOIP GATEWAY | 1 |
| EPR16 | 24 CHANNEL GATEWAY T1 | 1 |
| EPR17 | 48 CHANNEL GATEWAY T1 | 1 |
| EPR18 | SINGLE DC POWER SUPPLY | 1 |
| EPR19 | DUAL AC POWER SUPPLY | 1 |
| 73032253 | SMART XP Software - Maintenance, MIS and | 1 |
| 73032252 | Computer for General Application - Windo | 1 |
| 826765 | Lexmark 2480 Parallel Printer | 1 |
| 735162 | Parallel Printer Cable - 10 Feet (DB-25 | 1 |
| 826733 | pcAnywhere Host/Remote | 1 |
| 3041452 | HP ProCurve Switch - 8 Ports | 1 |
| 735083 | Enhanced MF Signaling - License per Trun | 3 |
| 593308 | Enhanced MF Signaling - License for 20 T | 1 |
| 826733 | pcAnywhere Host/Remote | 2 |
| 911407 | Service Processor Module (SPM) | 2 |
| EPR20 | DUAL SERIAL PORTS FOR DATA BROKER | 2 |
| 73027480 | Sentinel 9-1-1 Professional 5.0 and IRR | 20 |
| 826791 | New Style HLIM with CML I/O Module | 20 |
| 73037850 | 19 Black LCD Touchscreen Monitor | 20 |
| 73032252 | Computer for General Application - Windo | 20 |
| 73024957 | LaserJet Printer w/ NIC for General Purp | 1 |
| 735138 | Sound Card for Dual IRR Capability | 20 |
| 735158 | Plantronics Handset | 20 |

| | | |
|----------|--|----|
| 11023304 | HP Procurve 24 Port Switch | 1 |
| 73108585 | SWITCH KVM 2-PORT USB | 21 |
| 756201 | CBL,KEYBOARD ARBITRATOR | 42 |
| 73027487 | Sentinel Command POST Remote Answering P | 4 |
| 73027492 | Sentinel Stats 3.0 License - PSAP Gatewa | 1 |
| 73027491 | Sentinel Stats 3.0 Data Collection each | 22 |
| 73027493 | Sentinel Stats 3.0 each additional Repor | 8 |
| 73027495 | Sentinel Activity Tracker 2.0 License - | 4 |
| 73032252 | Computer for General Application - Windo | 2 |
| 73024954 | Epson Stylus 1280 Printer | 1 |
| 735162 | Parallel Printer Cable - 10 Feet (DB-25 | 1 |
| 73041036 | 19 Black LCD Monitor | 1 |
| 735159 | Interalia Digital Voice Announcer (4 lin | 1 |
| 73068290 | KEYBD ARBITRATOR 8-PORT | 1 |
| 492018 | CBL ARBTR MKM/CPU ADAPTR | 8 |
| 756201 | CBL,KEYBOARD ARBITRATOR | 8 |
| 828429 | BRKT 19IN RACK MTG/ARBTR | 1 |
| 73003248 | EQPMT RACK 19 INCH | 1 |
| 73008530 | SHELF RACK, DBL BLK 19IN | 3 |
| EPR21 | LCD ACTIVITY DISPLAY MONITOR | 2 |
| 73024896 | ECS-1000 Cabinet Bundle for 4 Shelves; A | 1 |
| 73027438 | AP GEN 3 MODULE | 1 |
| 826789 | BIU Module | 1 |
| 73027437 | Data Interface Module | 1 |
| 735039 | Line/Trunk II Module (4 x 4) | 1 |
| 735036 | MF/DTMF Module | 1 |
| 735035 | Mixer 1024 Module | 1 |
| 735037 | TDD Module | 1 |
| 735049 | AC/DC Power Supply Module | 1 |
| 828393 | CE Fan Unit (48 VDC) | 1 |
| 735050 | DC/DC +5V Power Supply Module | 1 |
| 735051 | DC/DC 12V Power Supply Module | 1 |
| 735052 | Ring Generator Module | 1 |
| 735048 | Digital Power Monitor Module | 1 |
| 826791 | New Style HLIM with CML I/O Module | 1 |
| 73037850 | 19 Black LCD Touchscreen Monitor | 1 |
| 73032252 | Computer for General Application - Windo | 1 |
| 826670 | IRR Cable from HLIM (RJ11 / 3.5mm) | 1 |
| 735158 | Plantronics Handset | 1 |

NETCLOCK PACKAGE

| | | |
|-------|----------------------------------|---|
| EPR10 | NETCLOCK/GPS/NTP COMND CNTR PCKG | 1 |
| EPR11 | ETHERNET TIME SERVER | 1 |

NICE LOGGING RECORDER

| | | |
|----------|-------------------------|---|
| 73092425 | SVR ENHANCED RACK HP | 1 |
| 73029927 | HARD DRIVE, 72G 10K CPQ | 1 |
| 73029926 | HARD DRIVE, 36G 15K CPQ | 3 |
| 73114154 | SMART ARRAY 642 CONTROL | 1 |
| 73064991 | HD BACKUP 147GB 10K | 1 |
| 924725 | HD FRAME/CARRIER 80-PIN | 1 |

| | | |
|----------|---------------------------|---|
| 73031832 | SVR WIN 2003+5 CAL | 1 |
| 73116116 | SQL 2005 CAL RUNTIME STD | 1 |
| 73068742 | GENERIC SVR CFG FEE | 1 |
| 492014 | CBL PATCH 3FT, PNL TO SW | 1 |
| 73092425 | SVR ENHANCED RACK HP | 1 |
| 73029927 | HARD DRIVE, 72G 10K CPQ | 5 |
| 73114154 | SMART ARRAY 642 CONTROL | 1 |
| 73064991 | HD BACKUP 147GB 10K | 1 |
| 924725 | HD FRAME/CARRIER 80-PIN | 1 |
| 73031832 | SVR WIN 2003+5 CAL | 1 |
| 73116116 | SQL 2005 CAL RUNTIME STD | 1 |
| 73068742 | GENERIC SVR CFG FEE | 1 |
| 492014 | CBL PATCH 3FT, PNL TO SW | 1 |
| 73092425 | SVR ENHANCED RACK HP | 1 |
| 73029926 | HARD DRIVE, 36G 15K CPQ | 3 |
| 73064991 | HD BACKUP 147GB 10K | 1 |
| 924725 | HD FRAME/CARRIER 80-PIN | 1 |
| 73031832 | SVR WIN 2003+5 CAL | 1 |
| 73116116 | SQL 2005 CAL RUNTIME STD | 1 |
| 73068742 | GENERIC SVR CFG FEE | 1 |
| 492014 | CBL PATCH 3FT, PNL TO SW | 1 |
| 73014702 | WKSTN INTGR XP, HP | 1 |
| 73032255 | MNTR, 19IN FP BK NEC | 1 |
| 553119 | CBL SRL 10FT DB25M/DB9F | 1 |
| 73068742 | GENERIC SVR CFG FEE | 1 |
| 492014 | CBL PATCH 3FT, PNL TO SW | 1 |
| 73068274 | CABINET 42U HP GRAPHITE | 1 |
| 73029908 | MNTR & KEYBD RACK | 1 |
| 73030233 | SERVER CABINET CONFIG FEE | 1 |
| 756200 | KEYBOARD ARBITRATOR | 1 |
| 756201 | CBL,KEYBOARD ARBITRATOR | 1 |
| 492018 | CBL ARBTR MKM/CPU ADAPTR | 1 |
| 828429 | BRKT 19IN RACK MTG/ARBTR | 1 |
| 73114154 | SMART ARRAY 642 CONTROL | 1 |

2. Installation Location:

The Products and Services shall be provided to Customer's location(s) at:
16600 Courage Ct., Leesburg, VA 20175
102 North Street NW, Leesburg, Va. 20176

3. Other Customer Commitments or Special Terms and Conditions

1. Customer must sign and date this Agreement on or before December 22, 2006 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.
2. The Maintenance Service will cover product failure caused by normal wear and tear. The customer must report all troubles to 1-800-773-7911. Verizon has the option to service the failure remotely and/or dispatch Maintenance service personnel.
3. Maintenance service does not cover product failure caused by other than normal wear and tear, including without limitation, failure caused by acts of omissions beyond reasonable control such as power outages or

surges. Maintenance service does not cover supplementing, rearranging, relocating, modifying or removing the products. If such activities by the PSAP cause safety hazards or product malfunctions, Verizon is entitled to charge additional maintenance service charges to correct the hazard. The Maintenance service does not cover replacement of the PSAP equipment due to lightening.

4. The following equipment will not be covered under maintenance: (1) Printers and/or associated paper or cartridges.

5. Magic 2.0 is NO LONGER SUPPORTED.

**APPENDIX B
PRICING**

Verizon will provide to Customer the E911 Products and Services described in Appendix A based on the following payment plan:

1. **Service Period:** SIXTY MONTHS (60) Months from Date of Acceptance

2. **Monthly Recurring Rate:** \$_____ per month

OR

2. Up Front Lump Sum Payment: \$140,476.00

3. **Total Contract Price:** \$140,476.00

4. **Minimum Termination Liability:** Termination Liability will equal the Termination Liability Rate listed below times the number of years remaining in the contract term for any years not currently prepaid. Should the customer terminate during a year that has been prepaid, Verizon will not provide credit to the customer for any prepaid amounts.

| | | |
|---|--|--|
| Loudoun County E-911 Service Maintenance Cost Case number 2006-366087 and 2006-366089 | | |
|---|--|--|

Rates and Charges: Maintenance cost for CML ECS 1000 and Nice Voice recording and Netlock at the main location

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Termination Liability |
|--|--------------|--------------|--------------|--------------|--------------|-----------------------|
| <u>Description</u> | <u>NRC</u> | <u>NRC</u> | <u>NRC</u> | <u>NRC</u> | <u>NRC</u> | <u>Rate</u> |
| MAIN SITE 5 Year Maintenance – 1 st Year Prepaid, years 2-5 prepaid annually | \$128,515.00 | \$128,515.00 | \$128,515.00 | \$128,515.00 | \$128,515.00 | \$11,152.57 |
| MAIN SITE Nice Equipment Base Maintenance CML 5 Year Maintenance – 1 st Year Prepaid, years 2-5 prepaid annually | \$8,760.00 | \$8,760.00 | \$8,760.00 | \$8,760.00 | \$8,760.00 | \$759.39 |
| MAIN SITE Netlock System CML Package Maintenance 5 Year Maintenance – 1 st Year Prepaid, years 2-5 prepaid annually | \$3,201.00 | \$3,201.00 | \$3,201.00 | \$3,201.00 | \$3,201.00 | \$277.47 |

The NRC for maintenance is due and payable to Verizon at the beginning of each maintenance year.

LEGACY VERIZON
LOUDOUN COUNTY
15449

PO148696
PC238386
7/10/08

Billing Date: 06/14/08 Page 1 of 8
Telephone Number: 023 104-5130
Account Number: 000709869837 19Y
How to Reach Us: See page 2

COUNTY OF LOUDOUN
41975 LOUDOUN CENTER PL

Thank You for Choosing Verizon!

You can find more information
about Verizon and its services
at verizon.com or use our
voice-prompt system at
1-800-234-2340.

Account Summary

| | |
|-------------------------|--------|
| Previous Charges | \$.00 |
| Payment Received | .00 |
| Balance Forward | \$.00 |

New Charges

| | |
|-------------------------------------|---------------------|
| Verizon (page 4) | \$140,476.00 |
| Total New Charges due Jul 13 | \$140,476.00 |

A late payment charge of 1.50% applies to any
portion of the bill not paid before the next month's bill.

Total Due \$140,476.00

This bill was mailed on 06/20/08

Mail Payments to :
Verizon, PO Box 660720, Dallas, TX 75266-0720

▼ Detach & return payment slip with your check, payable to Verizon



Account: 000709869837 19Y

New Charges Due: 07/13/08

Total Due : \$140,476.00

Amount Paid :

\$ _____ . _____

013030 01 AT 00.346 E401661H 06
COUNTY OF LOUDOUN
41975 LOUDOUN CENTER PL
LEESBURG VA 20175-8901
]201758901755]

VERIZON
PO BOX 660720
DALLAS TX 75266-0720
]7526607205]

10900000709869837103300609000005000000000000014047600300000

How to Reach Us

| | | | |
|----------------------------|------------------------------|----------------|--------------------------------|
| Billing questions | verizon.com/onlinehelp | 1 800 607-6575 | 8:30am - 5pm M-Th, 9am - 5pm F |
| Payment arrangements | verizon.com/onlinehelp | 1 800 599-0193 | 24 hour account information |
| Repair | verizon.com/repair | 1 800 275-2355 | 24 hours a day |
| To order services | verizon.com/storefront | 1 800 826-2355 | 8:30am - 5pm M-Th, 9am - 5pm F |
| Centro Hispano de Verizon | verizon.com/espanol | 1 800 483-4522 | 8:30am - 5pm M-F |
| Preguntas de pagos | verizon.com/ | 1 800 599-0193 | disponible las 24 horas |
| Online billing and payment | verizon.com/businessbillview | | 24 hours a day |
| Pay By Phone Service* | (third party fee applies) | 1 800 345-6563 | 24 hours a day |

*Pay By Phone - This service is optional and provided by an independent third party vendor for a fee.

How Your Charges are Billed

Your telephone bill includes two types of service charges:

- 1. Regulated Service Charges** - Charges for basic telephone service such as dial tone line and local usage, local exchange services such as Call Waiting and Call Forwarding, Federal Subscriber Line Charge, Federal Universal Service Fund Surcharge, and associated services and installation charges that are regulated by the State Corporation Commission. Failure to pay fully these charges as well as the charge for basic bundled service may result in the disconnection of the service and/or your dial tone.
- 2. Non-Regulated Charges** - Charges for services such as Long Distance Toll, Voice Mail, Broadband services, DirecTV, and other services not regulated by the State Corporation Commission.

| | Past Due Balances | Current Charges | Totals |
|----------------------|-------------------|---------------------|---------------------|
| Regulated | .00 * | 140,476.00 | 140,476.00 |
| Non-Regulated | .00 | .00 | .00 |
| Totals | \$.00 | \$140,476.00 | \$140,476.00 |

* State regulations require Verizon to identify which charges you must pay to ensure that your basic local telephone service is not suspended. To avoid suspension of your telephone services, you must pay any past due balances immediately.

Your local exchange services, including basic telephone service, or a basic bundle may not be disconnected for failure to pay other services such as Caller ID or Voice Mail. However, nonpayment of such services may result in their disconnection and the loss of any stored messages.

The following pages provide billing detail for the charges listed. If you have any questions or complaints, call us using the telephone number listed in the How to Reach Us section at the top of the page. Verizon - Virginia is regulated by the Virginia State Corporation Commission.

Returned Payments: If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Direct Payment Enrollment Form for Account: 000709869837 19Y

Enroll at Verizon.com, or by signing below, you authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon (to discontinue Direct Payment, you must call Verizon).

1. Check this box 2. Sign and Date 3. Return this slip with your check for this month's payment

Sign here to enroll in Direct Payment

Date

Summary of Current Charges

This summary is for informational purposes only.

• Verizon

| Bill Section | First Page | Calls | Minutes | Amount |
|---|------------|-------|---------|--------------------|
| Additions and Changes to Service(s) | 4 | | | 140476.00 |
| Services and Equipment Information | 6 | | | |
| Total Verizon Current Charges | | | | 140476.00 |
| Total Summary of Current Charges | | | | \$140476.00 |

Additions and Changes to Verizon Service(s) - Summary

This is an informational summary.

| Number | Pro-Rated | One-Time | Amount |
|--------------|-----------|------------------|------------------|
| 023 104-5130 | .00 | 140476.00 | 140476.00 |
| Total | | 140476.00 | 140476.00 |

Additions and Changes to Verizon Service(s) - Detail

- Total Credits are \$0.00
- Total Debits are \$140476.00
- Activity on 023 104-5130
- Service Request 265384030
- Account Activity, Effective on May 28, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|--|---|-----|-----------|----------------|--|----------------|
| 1. Special Assembly-E911 BTN Description (DESY) Special Assembly USOC (USOCY) Special Billing Auth (SBAY) | # | 1 | | 8760.00 | Nice equipment base maintenanc WZMJZ 2006-366087 | 8760.00 |
| | | | | 8760.00 | | 8760.00 |

- Added to Monthly Service from May 29, 2008 thru Jun 13, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|------------------------------|---|-----|-----------|----------|------|--------|
| 2. Special Assembly-E911 BTN | # | 1 | .00 | | | .00 |

- Service Request 475852215
- Account Activity, Effective on May 28, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|--|---|-----|-----------|----------------|--|----------------|
| 3. Special Assembly-E911 BTN Description (DESY) Special Assembly USOC (USOCY) Special Billing Auth (SBAY) | # | 1 | | 3201.00 | Netlock System Package Mainten WZMKA 2006-366087 | 3201.00 |
| | | | | 3201.00 | | 3201.00 |

- Added to Monthly Service from May 29, 2008 thru Jun 13, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|------------------------------|---|-----|-----------|----------|------|--------|
| 4. Special Assembly-E911 BTN | # | 1 | .00 | | | .00 |

- Service Request 595257723
- Account Activity, Effective on May 28, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|--|---|-----|-----------|------------------|--|------------------|
| 5. Special Assembly-E911 BTN Description (DESY) Special Assembly USOC (USOCY) Special Billing Auth (SBAY) | # | 1 | | 128515.00 | Main Location - 1st year prepa WZMJY 2006-366087 | 128515.00 |
| | | | | 128515.00 | | 128515.00 |

- Added to Monthly Service from May 29, 2008 thru Jun 13, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|------------------------------|---|-----|-----------|----------|------|--------|
| 6. Special Assembly-E911 BTN | # | 1 | .00 | | | .00 |

- Service Request 715208483
- Account Activity, Effective on May 15, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|---|---|-----|-----------|----------|------|--------|
| 7. Order Processing Charge - Account Establishment | # | 1 | | .00 | | .00 |

Additions and Changes to Verizon Service(s) - Detail

- Activity on 023 104-5130
- Service Request 715208483 (continued)
- Added to Monthly Service from May 16, 2008 thru Jun 13, 2008

| Description | Qty | Pro-Rated | One-Time | Type | Amount |
|-------------------------------|-----|-----------|------------------|------|------------------|
| 1 . Non-Published Service | 1 | .00 | | | .00 |
| Total for 023 104-5130 | | | 140476.00 | | 140476.00 |

Total Additions and Changes to Verizon Service(s)

\$140476.00

The services listed in this section are provided by Verizon Virginia Inc.

Verizon Services and Equipment Information

• **Summary of Services**

Following is a Summary of Recurring Monthly Charges for Informational Purposes.
 Total Charges Due appear on Page 1 of your bill.

• Monthly Service

| Description | | Qty | Tag | Amount |
|------------------------------|---|-----|-----|------------|
| 1. Special Assembly-E911 BTN | # | 3 | | .00 |
| 2. Non-Published Service | | 1 | | .00 |
| | | | | .00 |

Total Summary of Services

\$0.00

| | | | | | | |
|-------------------|----------|--------------|----------|------------------------|----------|---------------|
| Tax Codes: | L | Local | F | Federal | E | Exempt |
| | S | State | R | Local Surcharge | | |

Indicates charges for non-regulated product(s) or service(s)

Verizon Services and Equipment Information

• Verizon Products and Services

Following is the Detail of Recurring Monthly Charges for Informational Purposes.
 Total Charges Due appear on Page 1 of your bill.

• Products and Services - Account Level

| Description | Qty | SRC | Initiation Date | Tax LSR | Amount |
|---|-----|-----|-----------------|---------|--------|
| 1. Special Assembly-E911 BTN | # 3 | | 5/28/08 | EEEE | .00 |
| Description (DESY) Main Location - 1st year prepa | | | | | |
| Special Assembly USOC (USOCY) WZMJY | | | | | |
| Special Billing Auth (SBAY) 2006-366087 | | | | | |
| Description (DESY) Nice equipment base maintenanc | | | | | |
| Special Assembly USOC (USOCY) WZMJZ | | | | | |
| Description (DESY) Netlock System Package Mainten | | | | | |
| Special Assembly USOC (USOCY) WZMKA | | | | | |

• Products and Services - Individual Line(s)

• Location Group: 00000 41975 LOUDOUN CENTER PL
 LEESBURG
 VA

023 104-5130

| Description | Qty | SRC | Initiation Date | Tax LSR | Amount |
|-----------------------------------|-----|-----|-----------------|---------|------------|
| 2. Non-Published Service | 1 | | 5/15/08 | LSFE | .00 |
| Total Location Group 00000 | | | | | .00 |

SRC Legend

Indicators identify rate applied to charges, when there is no indicator the Tariff default rate has been applied.

- O Override Rate
- T Term Agreement Rate
- I ICB Contract Rate

| | | | | | | |
|------------|---|-------|---|-----------------|---|--------|
| Tax Codes: | L | Local | F | Federal | E | Exempt |
| | S | State | R | Local Surcharge | | |

Indicates charges for non-regulated product(s) or service(s)

Service and Equipment Indexing

• Location Group Index

| Location Group | Address | Page Number |
|----------------|---|-------------|
| 00000 | 41975 LOUDOUN CENTER PL LEESBURG VA | 7 |

• Line Number Index

| Number | Page Number | Contract ID | BAC Number |
|--------------|-------------|-------------|------------|
| 023 104-5130 | 7 | | |

| | | | | | | |
|------------|--------|----------------|--------|----------------------------|---|--------|
| Tax Codes: | L S | Local State | F R | Federal Local Surcharge | E | Exempt |
|------------|--------|----------------|--------|----------------------------|---|--------|

PO148696
PC238386
7/10/08

Billing Date: 06/14/08 Page 1 of 8
Telephone Number: 023 104-5130
Account Number: 000709869837 19Y
How to Reach Us: See page 2

COUNTY OF LOUDOUN
41975 LOUDOUN CENTER PL

Thank You for Choosing Verizon!

You can find more information
about Verizon and its services
at verizon.com or use our
voice-prompt system at
1-800-234-2340.

Account Summary

| | |
|-------------------------|--------|
| Previous Charges | \$.00 |
| Payment Received | .00 |
| Balance Forward | \$.00 |

New Charges

| | |
|-------------------------------------|---------------------|
| Verizon (page 4) | \$140,476.00 |
| Total New Charges due Jul 13 | \$140,476.00 |

A late payment charge of 1.50% applies to any
portion of the bill not paid before the next month's bill.

Total Due **\$140,476.00**

This bill was mailed on 06/20/08

Mail Payments to :
Verizon, PO Box 660720, Dallas, TX 75266-0720

▼ Detach & return payment slip with your check, payable to Verizon



Account: 000709869837 19Y

New Charges Due: 07/13/08

Total Due : \$140,476.00

Amount Paid :

\$ _____ . _____

013030 01 AT 00.346 E401661H 06
COUNTY OF LOUDOUN
41975 LOUDOUN CENTER PL
LEESBURG VA 20175-8901
]201758901755]

VERIZON
PO BOX 660720
DALLAS TX 75266-0720
]7526607205]

10900000709869837103300609000005000000000000014047600300000

How to Reach Us

| | | | |
|----------------------------|------------------------------|----------------|--------------------------------|
| Billing questions | verizon.com/onlinehelp | 1 800 607-6575 | 8:30am - 5pm M-Th, 9am - 5pm F |
| Payment arrangements | verizon.com/onlinehelp | 1 800 599-0193 | 24 hour account information |
| Repair | verizon.com/repair | 1 800 275-2355 | 24 hours a day |
| To order services | verizon.com/storefront | 1 800 826-2355 | 8:30am - 5pm M-Th, 9am - 5pm F |
| Centro Hispano de Verizon | verizon.com/espanol | 1 800 483-4522 | 8:30am - 5pm M-F |
| Preguntas de pagos | verizon.com/ | 1 800 599-0193 | disponible las 24 horas |
| Online billing and payment | verizon.com/businessbillview | | 24 hours a day |
| Pay By Phone Service* | (third party fee applies) | 1 800 345-6563 | 24 hours a day |

*Pay By Phone - This service is optional and provided by an independent third party vendor for a fee.

How Your Charges are Billed

Your telephone bill includes two types of service charges:

- 1. Regulated Service Charges** - Charges for basic telephone service such as dial tone line and local usage, local exchange services such as Call Waiting and Call Forwarding, Federal Subscriber Line Charge, Federal Universal Service Fund Surcharge, and associated services and installation charges that are regulated by the State Corporation Commission. Failure to pay fully these charges as well as the charge for basic bundled service may result in the disconnection of the service and/or your dial tone.
- 2. Non-Regulated Charges** - Charges for services such as Long Distance Toll, Voice Mail, Broadband services, DirecTV, and other services not regulated by the State Corporation Commission.

| | Past Due Balances | Current Charges | Totals |
|----------------------|-------------------|---------------------|---------------------|
| Regulated | .00 * | 140,476.00 | 140,476.00 |
| Non-Regulated | .00 | .00 | .00 |
| Totals | \$.00 | \$140,476.00 | \$140,476.00 |

* State regulations require Verizon to identify which charges you must pay to ensure that your basic local telephone service is not suspended. To avoid suspension of your telephone services, you must pay any past due balances immediately.

Your local exchange services, including basic telephone service, or a basic bundle may not be disconnected for failure to pay other services such as Caller ID or Voice Mail. However, nonpayment of such services may result in their disconnection and the loss of any stored messages.

The following pages provide billing detail for the charges listed. If you have any questions or complaints, call us using the telephone number listed in the How to Reach Us section at the top of the page. Verizon - Virginia is regulated by the Virginia State Corporation Commission.

Returned Payments: If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Direct Payment Enrollment Form for Account: 000709869837 19Y

Enroll at Verizon.com, or by signing below, you authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon (to discontinue Direct Payment, you must call Verizon).

1. Check this box 2. Sign and Date 3. Return this slip with your check for this month's payment

Sign here to enroll in Direct Payment

Date

Summary of Current Charges

This summary is for informational purposes only.

• Verizon

| Bill Section | First Page | Calls | Minutes | Amount |
|---|------------|-------|---------|--------------------|
| Additions and Changes to Service(s) | 4 | | | 140476.00 |
| Services and Equipment Information | 6 | | | |
| Total Verizon Current Charges | | | | 140476.00 |
| Total Summary of Current Charges | | | | \$140476.00 |

Additions and Changes to Verizon Service(s) - Summary

This is an informational summary.

| Number | Pro-Rated | One-Time | Amount |
|--------------|-----------|------------------|------------------|
| 023 104-5130 | .00 | 140476.00 | 140476.00 |
| Total | | 140476.00 | 140476.00 |

Additions and Changes to Verizon Service(s) - Detail

- Total Credits are \$.00
- Total Debits are \$140476.00
- Activity on 023 104-5130
- Service Request 265384030
- Account Activity, Effective on May 28, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|--|---|-----|-----------|----------------|--|----------------|
| 1. Special Assembly-E911 BTN Description (DESY) Special Assembly USOC (USOCY) Special Billing Auth (SBAY) | # | 1 | | 8760.00 | Nice equipment base maintenanc WZMJZ 2006-366087 | 8760.00 |
| | | | | 8760.00 | | 8760.00 |

- Added to Monthly Service from May 29, 2008 thru Jun 13, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|------------------------------|---|-----|-----------|----------|------|--------|
| 2. Special Assembly-E911 BTN | # | 1 | .00 | | | .00 |

- Service Request 475852215
- Account Activity, Effective on May 28, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|--|---|-----|-----------|----------------|--|----------------|
| 3. Special Assembly-E911 BTN Description (DESY) Special Assembly USOC (USOCY) Special Billing Auth (SBAY) | # | 1 | | 3201.00 | Netlock System Package Mainten WZMKA 2006-366087 | 3201.00 |
| | | | | 3201.00 | | 3201.00 |

- Added to Monthly Service from May 29, 2008 thru Jun 13, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|------------------------------|---|-----|-----------|----------|------|--------|
| 4. Special Assembly-E911 BTN | # | 1 | .00 | | | .00 |

- Service Request 595257723
- Account Activity, Effective on May 28, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|--|---|-----|-----------|------------------|--|------------------|
| 5. Special Assembly-E911 BTN Description (DESY) Special Assembly USOC (USOCY) Special Billing Auth (SBAY) | # | 1 | | 128515.00 | Main Location - 1st year prepa WZMJY 2006-366087 | 128515.00 |
| | | | | 128515.00 | | 128515.00 |

- Added to Monthly Service from May 29, 2008 thru Jun 13, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|------------------------------|---|-----|-----------|----------|------|--------|
| 6. Special Assembly-E911 BTN | # | 1 | .00 | | | .00 |

- Service Request 715208483
- Account Activity, Effective on May 15, 2008

| Description | # | Qty | Pro-Rated | One-Time | Type | Amount |
|---|---|-----|-----------|----------|------|--------|
| 7. Order Processing Charge - Account Establishment | # | 1 | | .00 | | .00 |

Additions and Changes to Verizon Service(s) - Detail

- Activity on 023 104-5130
- Service Request 715208483 (continued)
- Added to Monthly Service from May 16, 2008 thru Jun 13, 2008

| Description | Qty | Pro-Rated | One-Time | Type | Amount |
|-------------------------------|-----|-----------|------------------|------|------------------|
| 1 . Non-Published Service | 1 | .00 | | | .00 |
| Total for 023 104-5130 | | | 140476.00 | | 140476.00 |

Total Additions and Changes to Verizon Service(s)

\$140476.00

The services listed in this section are provided by Verizon Virginia Inc.

Verizon Services and Equipment Information

• **Summary of Services**

Following is a Summary of Recurring Monthly Charges for Informational Purposes.
 Total Charges Due appear on Page 1 of your bill.

• Monthly Service

| Description | | Qty | Tag | Amount |
|------------------------------|---|-----|-----|------------|
| 1. Special Assembly-E911 BTN | # | 3 | | .00 |
| 2. Non-Published Service | | 1 | | .00 |
| | | | | .00 |

Total Summary of Services

\$0.00

| | | | | | | |
|-------------------|----------|--------------|----------|------------------------|----------|---------------|
| Tax Codes: | L | Local | F | Federal | E | Exempt |
| | S | State | R | Local Surcharge | | |

Indicates charges for non-regulated product(s) or service(s)

Verizon Services and Equipment Information

• Verizon Products and Services

Following is the Detail of Recurring Monthly Charges for Informational Purposes.
 Total Charges Due appear on Page 1 of your bill.

• Products and Services - Account Level

| Description | Qty | SRC | Initiation Date | Tax LSR | Amount |
|--|-----|-----|--|---------|--------|
| 1. Special Assembly-E911 BTN Description (DESY) Special Assembly USOC (USOCY) Special Billing Auth (SBAY) | # 3 | | 5/28/08 | EEEE | .00 |
| | | | Main Location - 1st year prepa WZMJY 2006-366087 | | |
| Description (DESY) Special Assembly USOC (USOCY) Description (DESY) Special Assembly USOC (USOCY) | | | | | |
| | | | Nice equipment base maintenanc WZMJZ Netlock System Package Mainten WZMKA | | |

• Products and Services - Individual Line(s)

• Location Group: 00000 41975 LOUDOUN CENTER PL
 LEESBURG
 VA

023 104-5130

| Description | Qty | SRC | Initiation Date | Tax LSR | Amount |
|-----------------------------------|-----|-----|-----------------|---------|------------|
| 2. Non-Published Service | 1 | | 5/15/08 | LSFE | .00 |
| Total Location Group 00000 | | | | | .00 |

SRC Legend

Indicators identify rate applied to charges, when there is no indicator the Tariff default rate has been applied.

- O Override Rate
- T Term Agreement Rate
- I ICB Contract Rate

| | | | | | | |
|------------|---|-------|---|-----------------|---|--------|
| Tax Codes: | L | Local | F | Federal | E | Exempt |
| | S | State | R | Local Surcharge | | |

Indicates charges for non-regulated product(s) or service(s)

Service and Equipment Indexing

• Location Group Index

| Location Group | Address | Page Number |
|----------------|---|-------------|
| 00000 | 41975 LOUDOUN CENTER PL LEESBURG VA | 7 |

• Line Number Index

| Number | Page Number | Contract ID | BAC Number |
|--------------|-------------|-------------|------------|
| 023 104-5130 | 7 | | |

| | | | | | | |
|------------|--------|----------------|--------|----------------------------|---|--------|
| Tax Codes: | L S | Local State | F R | Federal Local Surcharge | E | Exempt |
|------------|--------|----------------|--------|----------------------------|---|--------|