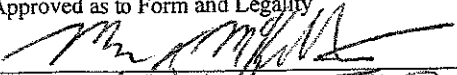


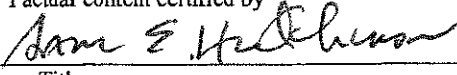
RESOLUTION

No. _____

Date of Adoption APR 17 2014

Approved as to Form and Legality


 Acting City Attorney

Factual content certified by


 Title

Councilman /woman  presents the following Resolution:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO VERIZON, INC., 700 HIDDEN RIDGE, IRVING, TEXAS 75038 TO PROVIDE NON-VOICE OVER INTERNET PROTOCOL TELEPHONE SERVICE THROUGH CENTREX OR CENTREX LIKE SERVICE FOR THE DEPARTMENT OF ADMINISTRATION FOR THE PERIOD OF APRIL 1, 2014 THROUGH MARCH 31, 2015 IN AN AMOUNT NOT TO EXCEED \$258,000.00 WITH TWO (2) OPTIONS TO RENEW YEARLY - BID2014-17

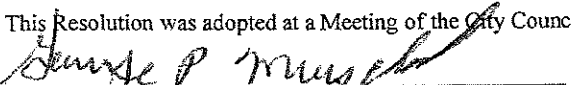

WHEREAS, one (1) sealed bid was received on March 19, 2014 for accepting and awarding a contract for non-voice over the internet protocol telephone service through centrex or centrex like service for City of Trenton, Department of Administration; and

WHEREAS, Verizon, Inc., 700 Hidden Ridge, Irving, Texas, 75038 bid \$14.53 for each line monthly for a period of one year with two options to renew yearly in the amount not to exceed \$258,000.00 made pursuant to advertisement, be and is hereby accepted, and a legally responsible bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$258,000.00 are certified to be available in account number 4-01- -83-8300-211 (\$51,000), 4-01- -83-8300-212 (\$13,500), 5-01- -83-8300-211 (\$153,000), 5-01- -83-8300-212 (\$40,500) contingent upon the adoption of the temporary or final budget for FY 2014; and FY 2015;

NOW, THEREFORE, IT IS RESOLVED, by the City of Council of the City of Trenton that the Mayor is hereby authorized to execute a contract to Verizon, Inc., 700 Hidden Ridge, Irving, Texas, 75038 for the said purposes in the manner prescribed by law.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BETHEA	✓				MCBRIDE	✓				HOLLY WARD				✓
CALDWELL WILSON	✓				MUSCHAL	✓								
CHESTER	✓				REYNOLDS JACKSON	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on APR 17 2014
 _____
 _____



SERVICE AGREEMENT

[RENEWAL]
(Intrastate ICB)

Routing Code: 5V

Table with 2 columns: Customer Name and address, and Billing/Case No. Information.

Services. Customer hereby requests and agrees to purchase from the Verizon company identified in the applicable Exhibit ("Verizon") the services identified in Exhibit A attached to this Agreement...

Charges. Customer will pay the rates and charges set forth in the attached Exhibit and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges...

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service...

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. 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.

AGREED AND ACCEPTED:
CITY OF TRENTON

By George P Muschal
Name/title Mayor
Date 5/5/14

VERIZONBUSINESS NETWORK SERVICES Inc. on behalf of the Verizon company(ies) identified in the applicable Exhibit(s)
By Anthony Recina
Name/title Anthony Recina, Vice President
Date 5/5/2014

Routing Code: 5V



Verizon company name: Verizon New Jersey Inc. (referred to in this Exhibit as "Verizon")
State: New Jersey
Service: Centrex Service (the "Service" or "Services") [Renewal]
Customer name: City of TRENTON
ICB Case No.: 2013-689949

1. Charges. Customer orders the following Centrex Services, in accordance with applicable provisions of Verizon's tariffs including B.P.U.-N.J.-No. 2 § A2 and A9.1 (the "tariff"), which are incorporated herein by this reference, and will pay the rates and charges specified below. In addition to the rates and charges specified below, Customer will pay all applicable non-recurring charges for service establishment, installation, conversion and any moves or rearrangements requested by Customer; all other work, services or facilities not set forth below will be provided subject to prevailing tariff rates and charges or, if no tariff is applicable, at Verizon's then-current retail rates (published in an applicable ILEC product guide). The rates herein require that all local exchange usage for the Service will be carried by Verizon.

<u>Service</u>	<u>Monthly Rate per Line</u>
Centrex III Basic lines ("Line") (includes Subscriber Line Charges, Trunk Equivalency Charge, Centrex Common Equipment and Feature Package 1)	\$14.53

Optional features included in the above Monthly Rate per Line, if available:
 Line Rest. Feature through CMAC/Macstar

New Jersey Feature Package 1 - Automatic Call Back Calling, Call Transfer-All Calls, Consultation Hold & Add-On Conferencing, Call Hold, Call Forwarding-Busy Line, Call Forwarding-Don't Answer, Call Forwarding-Busy Line and Don't Answer, Call Forwarding-Variable, Call Pick-up, Call Waiting-Originating, Call Waiting-Terminating, Dial Call Waiting, Directed Call Pick-up (Barge In and Non Barge In), Distinctive Ringing and Call Waiting Tone, Speed Call-6.

2. Monthly Rates. Customer agrees to pay the above monthly rates for Service provided hereunder throughout the Service Period (defined below). The Monthly Rate per Line is guaranteed against Verizon-initiated change during the Service Period. The above Monthly Rate per Line includes the Federal End-User Common Line Charge ("EUCL"), Exchange Access, and the Trunk Equivalency Charge ("TEC") as applicable. Changes in, or elimination of, the EUCL will not result in a change in the Monthly Rate per Line stated above. The line charge will be adjusted to offset any such increase or decrease in the EUCL so that the Monthly Rate per Line stated above will not change as a result of a change in the EUCL. In addition to the Monthly Rate per Line above, tariff rates for Foreign Central Office (FCOD) or Foreign Exchange (FX) service apply for all Lines terminating at locations outside of the local CO serving area. In addition, Customer will pay all applicable taxes and any applicable service connection charges, nonrecurring charges, usage charges, and tariff surcharges that may be required under applicable laws or tariffs.

3. Service Period and Cutover. Customer shall purchase such Services at the rates and charges herein for a period of twelve (12) consecutive months following the execution of the Agreement, receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof, and installation of the Service (if not previously installed) ("Service Period"). By providing Verizon with at least sixty (60) days written notice prior to the expiration of the Service Period, the parties may, upon mutual consent extend the Service Period for up to a maximum of two (2) additional twelve (12) month periods unless such continuation is not permitted under applicable law or regulation. Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof.

4. Minimum Line Obligation; Shortfall Charge. During each month of the Service Period, Customer shall have the obligation to maintain in service five hundred (500) Lines (the "Minimum Line Obligation"). For each month that the number of Lines installed is less than the applicable Minimum Line Obligation, Customer will owe a shortfall charge ("Shortfall Charge") equal to \$14.53 multiplied by the difference between the Minimum Line Obligation and the number of Lines installed. Verizon will endeavor to review Customer's account periodically (but no more than annually) and to assess and charge a Shortfall Charge after any such review, but Verizon's failure to conduct any such review and assessment during the Service Period shall not relieve Customer of its obligation to pay a Shortfall Charge. Any Shortfall Charge shall be due and payable in one lump sum within 30 days of billing.



5. **Termination Charges.** If Customer terminates the Agreement for any reason prior to the expiration of the Service Period, Customer will pay Verizon a termination charge equal to \$14.53, multiplied by the Minimum Line Obligation, multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination charge shall be due and payable in one lump sum within 30 days of billing.

6. **Additional Lines and Features.** Upon written request, Customer may subscribe to additional lines of Service at the Locations identified below or at additional locations during the Service Period. Provided Verizon has suitable facilities available to provide such additional Service at costs substantially similar to the cost to provide the Service initially requested herein, Verizon will provide such Service at the same Monthly Rate per Line hereunder, plus tariffed installation charges, and no written amendment to the Agreement will be necessary. If a different Monthly Rate per Line is required by Verizon, then Verizon will determine the applicable rate and present it to Customer for its consideration. Verizon shall not be required to provide any such additional Services until and unless both parties mutually agree to any such different Monthly Rate per Line via an amendment to the Agreement. The Service Period for all such additional lines of Service, or additional services or features, shall be coterminous with the Service Period set forth herein unless otherwise agreed in writing.

7. **Assigned Numbers.** Customer is required to keep 50% or more of its assigned numbers working at all times in order to retain assignment of its entire block of numbers. Verizon will notify Customer annually if its number of working numbers drops below 50% of its assigned numbers so that action can be initiated by Customer to increase its number of assigned working numbers or by Verizon to reclaim numbers. Numbers shall be considered "working" if they provide dial tone for a minimum of 90 days – which need not be consecutive - during each calendar year in which they are assigned to Customer.

8. **Additional Provisions.**

a. **Conditions.** The parties acknowledge that the rates and other terms of the Agreement are based on Customer's unique network design requirements and are premised on certain assumptions concerning Customer's service mix, usage patterns and other characteristics, including the conditions listed below. If following conditions are not satisfied, Verizon may terminate the Agreement in whole or in part or increase the rates herein to compensate it for changed financial assumptions, provided such increase shall not exceed the prevailing tariff rates then in effect, and the Agreement shall be deemed amended to reflect such change: (i) no incremental investment in aerial or buried cable or structure, or building cable is required to provide the Services and features ordered hereunder for the existing Customer locations, which are served with underground and aerial copper and/or fiber cable facilities, and all of such equipment and facilities needed to provide such Services and features ordered hereunder by Customer at such locations is reusable; (ii) average busy-season busy-hour usage will not exceed 4 CCS (hundred calling seconds) per line; and (iii) intercommunication calls (i.e., calls from one Centrex line to another Centrex line) will not exceed 50% of Customer's total (intercommunication, local and toll) call volume throughout the Service Period.

b. **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other rate(s) authorized by the ILEC regulatory body for the affected jurisdiction (the "Commission") for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of the Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. **Detariffing.** In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then the Services at the affected locations will be subject to termination by Verizon.



e. Hosted IP Telephony. In the event Customer wishes to upgrade the Centrex Service to a Verizon Hosted Internet Protocol Telephony offering, Verizon will negotiate in good faith to develop a mutually agreeable arrangement to address termination liability that would otherwise apply as a result of such transition.

9. Locations. The Services shall be provided to Customer under the terms hereof at the following locations ("Locations").

ADDRESS		QTY
319 E STATE ST, TRENTON	609 278-7810	21
PENNINGTON AV, TRENTON	609 278-7862	2
242 PERRY ST, TRENTON	609 278-7815	8
225 N CLINTON AV, TRENTON	609 278-7800	260
LAMBERTON ST, TRENTON	609 989-3068	14
707 CALHOUN ST, TRENTON	609 989-3124	7
JOHN FITCH WAY, TRENTON	609 278-7805	13
476 BRUNSWICK AV, TRENTON	609 989-3113	7
611 CHESTNUT AV, TRENTON	609 278-7813	4
15 MARKET, TRENTON	609 278-7817	3
STUYVESANT AV, TRENTON	609 989-3255	6
HEIL AVE, TRENTON	609 989-3250	2
350 ACADEMY, TRENTON	609 989-3473	1
FELL ST, TRENTON	609 989-3455	3
685 MARTIN LUTHER KING JR BLVD, TRENTON	609 989-3661	2
333 COURTLAND ST, TRENTON	609 989-3025	90
JOHN FITCH PLZ, TRENTON	609 989-4006	1
199 E FRONT ST, TRENTON	609 278-7818	4
4 SCOTCH RD, EWING	609 671-0716	1
PENNINGTON AV, TRENTON	609 989-3220	1
870 S BROAD, TRENTON	609 989-3373	14
503 S BROAD, TRENTON	609 989-4043	1
718 S BROAD, TRENTON	609 989-4044	1
561 N CLINTON AV, TRENTON	609 989-4047	1
63 S OLDEN AV, TRENTON	609 989-4190	7
500 HAMILTON AV, TRENTON	609 989-3305	2
698 STUYVESANT AV, TRENTON	609 989-4049	1
1054 BRUNSWICK AV, TRENTON	609 989-4045	1



ADDRESS		QTY
1005 S CLINTON AV, TRENTON	609 989-4052	1
460 CALHOUN ST, TRENTON	609 278-7842	3
1501 NEW WILLOW, TRENTON	609 989-3476	1
140 N OLDEN AV, TRENTON	609 989-3475	1
405 BRUNSWICK AV, TRENTON	609 989-3477	1
72 ESCHER ST, TRENTON	609 989-3253	4
238 CLAY, TRENTON	609 989-3150	2
STUYVESANT AV, TRENTON	609 989-3624	4
302 N BROAD, TRENTON	609 989-3616	3
400 UNION, TRENTON	609 989-4053	1
1277 E STATE, TRENTON	609 278-7824	2
543 2ND ST, TRENTON	609 989-4296	1
351 PROSPECT, TRENTON	609 989-3406	2
15 RINGOLD ST, TRENTON	609 989-3414	5
500 BRUNSWICK AV, TRENTON	609 989-4276	1
DENOW RD, HOPWEL TWP	609 989-3277	1
110 N WARREN ST, TRENTON	609 278-7830	10
429 S BROAD, TRENTON	609 989-3110	1
STUYVESANT AV, TRENTON	609 989-3588	1
454 N CLINTON AV, TRENTON	609 989-3657	2
410 W HANOVER, TRENTON	609 278-7898	5
781 BEAR TAVERN RD, EWING	609 989-3274	1
DARRAH LN, LRNCE TWP	609 989-3289	1
CLIFFORD AV, HMLTN TWP	609 989-3279	1
115 HEMPSTEAD RD, HMLTN TWP	609 989-3275	1
PENNINGTON LAWRENCEVILLE RD, HOPWEL TWP	609 989-3276	1
821 S BROAD ST, TRENTON	609 989-3018	1
13 LALOR ST, TRENTON	609 278-7844	3
1464 W STATE ST, TRENTON	609 278-7843	3
446 BELLEVUE AV, TRENTON	609 989-3024	1
218 N BROAD ST, TRENTON	609 989-3203	11
301 PROSPECT ST, TRENTON	609 278-7806	2
660 ARTISAN ST, TRENTON	609 278-7820	3



ADDRESS		QTY
1102 GREENWOOD AV, TRENTON	609 278-7825	3
298 CHURCH ST, TRENTON	609 989-4295	1
203 MORNINGSIDE DR, TRENTON	609 989-3755	1
508 EDGEWOOD AVE, TRENTON	609 989-3311	2
184 N OLDEN AVE, TRENTON	609 989-3151	1
400 LALOR ST, TRENTON	609 278-7870	1
510 LAWRENCE SQUARE SQ BLVD S, LAWRENCE TWP	609 989-3288	1
320 SPRING ST, TRENTON	609 278-7866	2
27 ABERNETHY DR, TRENTON	609 989-3979	1
255 N CLINTON AVE, TRENTON	609 989 3067	5
675 S CLINTON AV, TRENTON	609 278-7884	2
759 STUYVESANT AV, TRENTON	609 989-4294	1



Audit Trail for Verizon Signature by -- Finance

DB# 724446

Customer Name: CITY OF TRENTON

ContractID: 375819

Customer Sign Date:

Date Sent for Signature: 05/05/2014

Date PDF Was Printed:

Date Record Was Assigned: 05/05/2014 12:31:27

POC Accepting The Record: CHRISSA.LANSEMAN@ONE.VERIZON.COM

Date Signed Document Uploaded: 05/05/2014 12:40:51