



Vendor ID 0000304396
 ENA Services LLC
 1101 McGavock Street
 Nashville TN 37203
 United States

Contract ID 0000000000000000000019849		Page 1 of 2
Contract Dates 06/09/2011 to 06/30/2013		Origin CPS
Description: e-rate broadband services		Contract Maximum \$0.00
Buyer Name McIntyre, John	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TO PROVIDE BROADBAND ACCESS AND OPTIONAL SERVICES PER THE FEDERAL ERATE PROGRAM	LOT	0.01000	0.00	0.00

ENA WILL PROVIDE BROADBAND SERVICE, AND ACCESS TO OPTIONAL SERVICES FOR VERMONT'S K-12 SCHOOLS PER THE FEDERAL E-RATE PROGRAM

CONTRACT TERMS AND ADDITIONAL INFORMATION

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting issued for the Vermont Department of Education (hereafter called State), and ENA SERVICES, LLC, with a principal place of business in Nashville TN, (hereafter called Contractor). Contractors form of business organization is LLC. It is the contractors responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of broadband access under the federal e-rate program. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$00.00.

4. Contract Term. The period of contractors performance shall begin on June 09, 2011 and end on June 30, 2013, with two renewal options, each option will be for a period of 12 months.

5. Prior Approvals. If approval by the Attorney Generals Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney Generals Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DIF is required.

6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 45 days in advance.

8. Attachments. This contract consists of 23 pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Standard State Provisions for Contracts and Grants a preprinted form (revision date 01/10/2011).

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

CONTRACT

State of Vermont

ENA Services LLC
1101 McGavock Street
Nashville TN 37203
United States



Vendor ID 0000304396
ENA Services LLC
1101 McGavock Street
Nashville TN 37203
United States

Contract ID	00000000000000000000000019849	Page	2 of 2
Contract Dates	06/09/2011 to 06/30/2013	Origin	CPS
Description:	e-rate broadband services	Contract Maximum	\$0.00
Buyer Name	McIntyre,John	Buyer Phone	
		Contract Status	Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

10. Confidential Information: Any and all information, the release of which is prohibited by state or federal law or regulation or which is subject to the protection of the Family Education Rights and Privacy Act (FERPA) obtained by the contractor in the performance of this contract constitutes confidential information. The Contractor shall not use or disclose any confidential information except as specifically permitted or required by this contract or as required by law.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
JOHN McINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

ATTACHMENT A

Background: ENA was selected on March 22, 2011 to provide the services described herein pursuant to the State's request for proposals for K-12 Broadband Connectivity dated November 15, 2010. The purpose of this agreement is to increase bandwidth availability and affordability for Vermont schools, and to enable Vermont school districts and supervisory unions to take full advantage of the federal E-rate program. E-rate is a federal program administered by Universal Service Administrative Company ("USAC") that permits reimbursement to schools and libraries for telecommunications services and certain associated hardware.

This Agreement between the State and ENA is intended to provide a framework for schools in the State of Vermont to participate on an individual basis to purchase services from ENA by filing a Form 471 with the USAC. A school district or supervisory union which files a form 471 to purchase services from ENA is hereinafter referred to as a "Participating School". Each Participating School shall be responsible for paying for the services it purchases from ENA under this Contract. The State has no legal or other obligation to pay ENA for any such services, irrespective of the default by any Participating School.

ENA agrees to:

1. Provide opportunities to all K-12 schools in the State of Vermont for purchasing basic broadband access and optional services. Said opportunities will be made available to the schools via communication from both ENA and the State. ENA will work closely on a case by case basis with each school district or supervisory union that has interest in ENA services. The State will refer school districts and supervisory unions to ENA with the understanding that each will be dealt with fairly and succinctly in developing a potential relationship. ENA understands that while the State may refer school districts or supervisory unions to them, there is no obligation to the school district or supervisory union to partake of the services ENA offers.
2. Deliver to each Participating School such of the services described in Attachment B hereto as the Participating School may elect to purchase. Participating Schools are under no obligation to purchase optional services from ENA unless they choose to. The cost of such services shall be as set forth in Attachment B.
 - a. Detailed service descriptions are provided in ENA's response to VTDOE's RFP.
 - b. All pricing will be agreed upon between ENA and the Participating School before services are installed. Certain services may require minimum purchase levels statewide. Certain services (such as voice) may not be initially available statewide.
 - c. ENA pricing is based on best available information and will be confirmed prior to signing an opt-in letter to this Contract with underlying Participating Schools. Certain remote sites may require higher pricing to cover initial construction costs or higher broadband services may not be initially available. These additional costs would be clearly negotiated to the satisfaction of both ENA and the Participating School before any actual construction would take place.
 - d. ENA expects that each site will be ready to receive higher broadband services including applicable conduit, backer board, electrical power, etc. ENA will work with the Participating Schools to minimize any such requirements and charges.

3. Provide assistance to Participating Schools on E-rate reimbursement filing to the extent that ENA may do so under the rules for E-rate reimbursement. ENA's E-rate program assistance to Participating Schools will include, but is not limited to:
 - a. Ascertaining the amount of reimbursement a school or entity may be eligible to receive (especially in cases where they have not filed in the past).
 - b. Ascertaining services and equipment that are eligible for reimbursement.
 - c. Providing assistance and advice with filing forms and documents with the USAC to the extent that ENA, as a "vendor", can do so.

Within this framework, Participating Schools must provide the following:

- d. Reasonable access to school network equipment for the purposes of site assessment in ascertaining the services and equipment that can be eligible for reimbursement.
- e. An individual that can act as liaison with ENA in the provision of documents and materials that are necessary for USAC filing. This individual may also be asked to attend training provided by ENA around aspects of the E-rate filing system.

ENA will work with Participating Schools to maximize E-Rate funding on its optional voice services. Monthly service charges for voice services are E-Rate eligible. One-time and hourly charges for hosted PBX service configuration are also E-Rate eligible. Charges for handsets (including installation and configuration), site assessments, training, and LAN/Demarc assistance are not E-Rate eligible.

ATTACHMENT B

Payment Provisions

Payment for services that are acquired from ENA shall come directly from each Participating School. The State shall have no financial obligation to ENA for ENA's provision of services to any school.

The State shall not be responsible for the expenses of the contractor.

Progress Payments per annual area of acquisition:

All invoices and correspondence shall indicate the contract title and the contract number from page 1 of this contract. One original is required. Contractor will submit an invoice on company letterhead to the Participating School for review and approval. The Vermont Department of Education does not desire to be a party in the negotiation of contractual agreements between the Participating School and ENA.

The following tables designate the general pricing for all of the products being requested under this contract. As stated in the contract, each site will be handled on a case by case basis and pricing may change depending on services requested and available access within the service area.

Supplement to Attachment B

ENA's Base, Optional and Alternative Services

Section 1: Base Services

Connectivity Services

CIR	Port speed	WAN (MRC)	Managed WAN (MRC)	Internet (MRC)	NRC	Other
1.5 Mbps	1.5 Mbps	N/A	\$450	\$60	\$0	\$0
3 Mbps	3 Mbps	N/A	\$650	\$120	\$0	\$0
5 Mbps	5 Mbps	N/A	\$850	\$200	\$0	\$0
10 Mbps	10 Mbps	N/A	\$1,000	\$400	\$0	\$0
20 Mbps	20 Mbps	N/A	\$1,500	\$800	\$0	\$0
30 Mbps	30 Mbps	N/A	\$1,650	\$1,200	\$0	\$0
45 Mbps	45 Mbps	N/A	\$1,975	\$1,800	\$0	\$0
75 Mbps	75 Mbps	N/A	\$2,775	\$3,000	\$0	\$0
100 Mbps	100 Mbps	N/A	\$3,000	\$4,000	\$0	\$0
200 Mbps	200 Mbps	N/A	\$3,500	\$7,000	\$0	\$0
500 Mbps	500 Mbps	N/A	\$3,800	\$14,500	\$0	\$0
1000 Mbps	1000 Mbps	N/A	\$4,300	\$27,000	\$0	\$0
10000 Mbps	10000 Mbps	N/A	\$12,000	\$207,000	\$0	\$0

MRC=Monthly Recurring Costs

WAN (MRC) is listed as N/A (not applicable) because ENA does not offer WAN services without management.

Internet (MRC) pricing only covers the Internet portion of service costs – a managed WAN loop service may also be required.

Section 2: Optional and Alternative Services

Optional and Alternative Services		
Service	Monthly Price	Note
Internet Access - Incremental	\$45 per 1 Mbps	
Hosted Firewall Service –10 schools or less	\$1,000	
Hosted Firewall Service –greater than 10 schools	\$2,000	
E-Mail Service – Standard	\$1.50 per account, per month	
E-Mail Service – Pro	\$3.50 per account, per month	
Filtering - Basic Service	\$0.25 per computer, per month	2
Customized Filtering for School District	\$200 first rule set, per month	
Customized Filtering for School District	\$150 per incremental rule set, per month	
Engineering Support Services (beyond directly supporting Proposed WAN)	\$125 per hour	1
Training Services	\$1,000 per day	
QoS Services	\$25 per config. per device	
Voice Services	See table below	
Video Conferencing Services	See table below	
E-Mail Enhanced Services	See table below	

Customization and advanced configurations are available.

For support services/consulting beyond ENA's WAN service. Project based pricing and bulk purchase discounts are available.

Filtering service requires minimum purchase levels from consortium members.

VoIP Pricing

ENA's Voice delivery method is designed to be flexible. The pricing list shown below includes all our voice options. Many of these options can be combined to create a customized service bundle that meets each Participating School's needs.

ENA Dialtone Connect Services

All ENA Dialtone Connect connections (Analog & PRI & IP Trunk) include the following: Unlimited local and domestic LD³ at no extra charge. Annoyance Call Trace, Call Waiting, Caller ID, Caller ID Block/Unblock, DID, Hunt Groups, and user-controlled Caller ID restriction all included at no extra charge

Service	Description	One-time	Monthly
Analog Connection	Includes one analog line equivalent and one phone number per line. Local Number Portability (LNP) included at no extra charge. Cannot be used for fax, modem, or alarm lines		\$45.00
PRI Connection	Full 23-channel PRI. 23 numbers included at no extra charge. LNP included at no extra charge.		\$575.00
Direct IP (SIP) Trunk	Minimum 100 ports/channels - price per channel		\$22.00
CO-powered POTS line			\$65.00
Voice Mail	Price per mailbox - minimum 25 mailboxes per customer		\$10.00
Demarc Extensions	From ENA Demarc to PBX/Key System - hourly rate	\$125.00	
Additional Telephone Numbers ²	Please see endnote ²		\$2.00
1-800 Number Service	First 100 minutes included; extra minutes at \$0.04 per minute; requires purchase of ENA Connect or		\$10.00
Toll Free Directory Listing			\$15.00
USF and government fees estimate ¹	Estimate - based on monthly voice service ¹		7.00%
911/E-911 Local Government fees ¹	Based on location ¹		\$1.00

ENA Connect Services

All ENA Connect services include the following: On-line user interfaces, Administrator's portal, and Local Number Portability (LNP) at no extra charge

Service	Description	One-time	Monthly
Hosted PBX Extension Types			
ENA Connect Lite			\$15.00
ENA Connect Lite CIDO ⁴			\$17.00
ENA Connect Basic			\$25.00
ENA Connect Basic CIDO ⁴			\$27.00
ENA Connect Plus			\$35.00
ENA Connect Plus CIDO ⁴			\$37.00
ENA Connect Pro			\$45.00
ENA Connect Pro CIDO ⁴			\$47.00
ENA Connect Loud Ringer			\$32.00
ENA Connect Auto Attendant			\$40.00
Extension for Integration with existing Intercom/Paging/Door Locks			\$30.00
USF and government fees estimate	Estimate - based on monthly voice service ¹		7.00%
911/E-911 Local Government fees	Based on location ¹		\$1.00
Site Startup Bundle	Bundle is per site and includes Administrative Training, up to one day of End User Training, Site Assessment, Site Turn-up, Project Management, and 30 day burn in period.	\$1,500.00	
Service	Description	One-time	Monthly
Add On Features			
Local Call Recording	Available with Polycom IP 650/670 only		\$5.00
Voice Mail	Per mailbox - minimum 25 mailboxes per customer		\$10.00
Organizational Directory on Phones	LADP integration, per phone	\$10.00	
Engineering Consulting			
LAN/WAN/PBX integration w/ premise systems	Hourly rate	\$125.00	
Additional Training			
End User/User Portal/Phone Training	Half day training	\$600.00	
End User/User Portal/Phone Training	Full day training	\$1,000.00	
Configuration			
Basic PBX/Extension - Configuration or Change	Service is available via Administrator's portal at no charge. ENA can perform this service, if requested by the customer for this one-time charge, per request.	\$10.00	
Advanced Virtual PBX Configuration	Available via Administrator's portal - hourly rate	\$125.00	
Virtual PBX Configuration	*NOT* available via Administrator's portal	Included	
911 Configuration and changes		Included	

ENA Connect Services - Continued

All ENA Connect services include the following: On-line user interfaces, Administrator's portal, and Local Number Portability (LNP) at no extra charge

Service	Description	One-time	Monthly
Phones/Handsets ***			
IP Handsets and ATA's - Price includes configuration, testing, and ground shipping			
POE-Only Powered Handsets			
<i>No AC Adapter Included</i>			
ENA Connect Polycom 321 or equivalent		\$120.00	
ENA Connect Polycom 331 or equivalent		\$145.00	
ENA Connect Polycom 335 or equivalent		\$160.00	
ENA Connect Polycom 450 or equivalent		\$225.00	
ENA Connect Polycom 560 or equivalent		\$320.00	
ENA Connect Polycom 670 or equivalent		\$415.00	
Handsets - AC Power Adapter Included			
ENA Connect Polycom 321 or equivalent		\$135.00	
ENA Connect Polycom 331 or equivalent		\$160.00	
ENA Connect Polycom 335 or equivalent		\$175.00	
ENA Connect Polycom 450 or equivalent		\$240.00	
ENA Connect Polycom 550 or equivalent		\$265.00	
ENA Connect Polycom 560 or equivalent		\$340.00	
ENA Connect Polycom 650 or equivalent		\$320.00	
ENA Connect Polycom 670 or equivalent		\$435.00	
ENA Connect Polycom 6000 IP Conference Phone		\$690.00	
ENA Connect Analog Telephony Adapter	For Analog phone use with ENA Connect		\$5.00
On Site Phone Installation	Minimum of 20 phones, price per phone	\$15.00	
*** Phone models and pricing subject to change			

Service	Description	One-time	Monthly
Accessory Items			
<i>All accessory items include ground shipping</i>			
ENA Polycom Soundpoint Expansion Module for 650 (backlit)		\$195.00	
ENA Polycom Soundpoint Expansion Module for 670 (color)		\$220.00	
Power Supply for Soundpoint IP 320/330/550/650		\$25.00	
Power Supply for Soundpoint IP 335/450		\$25.00	
Power Supply for Soundpoint IP 560		\$30.00	
Power Supply for Soundpoint IP 670		\$30.00	
Microphone Extenders for IP 6000	Includes two extension mics	\$195.00	
Plantronics Electronic Switch Hook Adapter for Headset		\$70.00	
Warranties			
1 Year Advanced Replacement Warranty		Included	

Miscellaneous Per Use Charges -- ENA Connect & Dialtone Connect

Service	One-time	Monthly
<i>International LD & Domestic LD to Alaska, Hawaii, and US territories</i>		Tariff rate/per minute
411/Directory Information Calls - per call		\$1.00
Phone Services - Changes, Replacement, Returns		
Phone/Handset Configuration Change	\$10.00	
Replacement Shipping & Handling	\$25.00	

Service Endnotes

¹ USF fees & taxes, 911 local county taxes, 411 (Directory Assisted) Calls, International & non-Continental US LD calls are billed in addition to the flat monthly rate. See miscellaneous charges for per call & per minute charges not included.

² Availability of additional telephone numbers vary per LATA. Please see your ENA Account Manager for more details. Additional numbers are available with Dialtone Connect PRI and IP Trunking service

³ By default, service comes with International LD and 900/976 Calls disabled. International LD can be re-enabled upon customer request. 411 Calls can be disabled upon customer request.

⁴ CIDO: Caller ID customization

ENA's voice services are subject to our master service agreement and tariffs. ENA will work to minimize any additional costs or fees to the Participating School. ENA's voice services are available only to Participating Schools with ENA's Internet Access. ENA Connect Services require the Participating School's LAN environment to meet certain specifications.

All pricing is contingent upon service availability.

Optional ENA Services: Video Conferencing	Cost
Classroom Video Connect (8 ports)	\$250 per month
Small Group Video Connect (3 ports)	\$35 per month
Individual Video Connect Account	\$15 per month
Desktop Video Client Download	\$7 one-time cost per device
Hosted H.323 Bridging Service (requires minimum volume)	\$833 per device per month
Tandberg Management/Monitoring	\$100 per device per month
ENA CILC Video Conferencing Content, Professional Development and Training Packages:	
1. School Package	\$2,250 to \$5,500 per school
2. School District Package	\$4,200 to \$13,000 per school district
Engineering Support Services (Consulting)	\$125 per hour

Optional ENA Services: E-Mail Archiving	Cost
Archiving Current Year	\$7 per year, per account
Archiving Setup Fee (External Systems)	\$1,000 one-time
Data Warehousing (per year of data)	\$2 per year, per account
Importing Prior Data for Archive	\$4 per year, per account
Prior Data Warehousing Cost	\$4 per year, per account
Pass-thru Spam and Virus Control	\$5 per year, per account
Spam and Virus Control Set-up Fee	\$1,000 one-time

ENA's Base, Optional and Alternative Services

Supplement to Attachment B

Section 1: Base Services

Connectivity Services

CIR	Port speed	WAN (MRC)	Managed WAN (MRC)	Internet (MRC)	NRC	Other
1.5 Mbps	1.5 Mbps	N/A	\$450	\$60	\$0	\$0
3 Mbps	3 Mbps	N/A	\$650	\$120	\$0	\$0
5 Mbps	5 Mbps	N/A	\$850	\$200	\$0	\$0
10 Mbps	10 Mbps	N/A	\$1,000	\$400	\$0	\$0
20 Mbps	20 Mbps	N/A	\$1,500	\$800	\$0	\$0
30 Mbps	30 Mbps	N/A	\$1,650	\$1,200	\$0	\$0
45 Mbps	45 Mbps	N/A	\$1,975	\$1,800	\$0	\$0
75 Mbps	75 Mbps	N/A	\$2,775	\$3,000	\$0	\$0
100 Mbps	100 Mbps	N/A	\$3,000	\$4,000	\$0	\$0
200 Mbps	200 Mbps	N/A	\$3,500	\$7,000	\$0	\$0
500 Mbps	500 Mbps	N/A	\$3,800	\$14,500	\$0	\$0
1000 Mbps	1000 Mbps	N/A	\$4,300	\$27,000	\$0	\$0
10000 Mbps	10000 Mbps	N/A	\$12,000	\$207,000	\$0	\$0

MRC=Monthly Recurring Costs

WAN (MRC) is listed as N/A (not applicable) because ENA does not offer WAN services without management.

Internet (MRC) pricing only covers the Internet portion of service costs – a managed WAN loop service may also be required.

Section 2: Optional and Alternative Services

Optional and Alternative Services		
Service	Monthly Price	Note
Internet Access - Incremental	\$45 per 1 Mbps	
Hosted Firewall Service –10 schools or less	\$1,000	
Hosted Firewall Service –greater than 10 schools	\$2,000	
E-Mail Service – Standard	\$1.50 per account, per month	
E-Mail Service – Pro	\$3.50 per account, per month	
Filtering - Basic Service	\$0.25 per computer, per month	2
Customized Filtering for School District	\$200 first rule set, per month	
Customized Filtering for School District	\$150 per incremental rule set, per month	
Engineering Support Services (beyond directly supporting Proposed WAN)	\$125 per hour	1
Training Services	\$1,000 per day	
QoS Services	\$25 per config. per device	
Voice Services	See table below	
Video Conferencing Services	See table below	
E-Mail Enhanced Services	See table below	

Customization and advanced configurations are available.

For support services/consulting beyond ENA's WAN service. Project based pricing and bulk purchase discounts are available.

Filtering service requires minimum purchase levels from consortium members.

VoIP Pricing

ENA's Voice delivery method is designed to be flexible. The pricing list shown below includes all our voice options. Many of these options can be combined to create a customized service bundle that meets each Participating School's needs.

ENA Dialtone Connect Services

All ENA Dialtone Connect connections (Analog & PRI & IP Trunk) include the following: Unlimited local and domestic LD³ at no extra charge. Annoyance Call Trace, Call Waiting, Caller ID, Caller ID Block/Unblock, DID, Hunt Groups, and user-controlled Caller ID restriction all included at no extra charge

Service	Description	One-time	Monthly
Analog Connection	Includes one analog line equivalent and one phone number per line. Local Number Portability (LNP) included at no extra charge. Cannot be used for fax, modem, or alarm lines		\$45.00
PRI Connection	Full 23-channel PRI. 23 numbers included at no extra charge. LNP included at no extra charge.		\$575.00
Direct IP (SIP) Trunk	Minimum 100 ports/channels - price per channel		\$22.00
CO-powered POTS line			\$65.00
Voice Mail	Price per mailbox - minimum 25 mailboxes per customer		\$10.00
Demarc Extensions	From ENA Demarc to PBX/Key System - hourly rate	\$125.00	
Additional Telephone Numbers ²	Please see endnote ²		\$2.00
1-800 Number Service	First 100 minutes included; extra minutes at \$0.04 per minute; requires purchase of ENA Connect or		\$10.00
Toll Free Directory Listing			\$15.00
USF and government fees estimate ¹	Estimate - based on monthly voice service ¹		7.00%
911/E-911 Local Government fees ¹	Based on location ¹		\$1.00

ENA Connect Services

All ENA Connect services include the following: On-line user interfaces, Administrator's portal, and Local Number Portability (LNP) at no extra charge

Service	Description	One-time	Monthly
Hosted PBX Extension Types			
ENA Connect Lite			\$15.00
ENA Connect Lite CIDO ⁴			\$17.00
ENA Connect Basic			\$25.00
ENA Connect Basic CIDO ⁴			\$27.00
ENA Connect Plus			\$35.00
ENA Connect Plus CIDO ⁴			\$37.00
ENA Connect Pro			\$45.00
ENA Connect Pro CIDO ⁴			\$47.00
ENA Connect Loud Ringer			\$32.00
ENA Connect Auto Attendant			\$40.00
Extension for Integration with existing Intercom/Paging/Door Locks			\$30.00
USF and government fees estimate	Estimate - based on monthly voice service ¹		7.00%
911/E-911 Local Government fees	Based on location ¹		\$1.00
Site Startup Bundle	Bundle is per site and includes Administrative Training, up to one day of End User Training, Site Assessment, Site Turn-up, Project Management, and 30 day burn in period.	\$1,500.00	
Service	Description	One-time	Monthly
Add On Features			
Local Call Recording	Available with Polycom IP 650/670 only		\$5.00
Voice Mail	Per mailbox - minimum 25 mailboxes per customer		\$10.00
Organizational Directory on Phones	LADP integration, per phone	\$10.00	
Engineering Consulting			
LAN/WAN/PBX integration w/ premise systems	Hourly rate	\$125.00	
Additional Training			
End User/User Portal/Phone Training	Half day training	\$600.00	
End User/User Portal/Phone Training	Full day training	\$1,000.00	
Configuration			
Basic PBX/Extension - Configuration or Change	Service is available via Administrator's portal at no charge. ENA can perform this service, if requested by the customer for this one-time charge, per request.	\$10.00	
Advanced Virtual PBX Configuration	Available via Administrator's portal - hourly rate	\$125.00	
Virtual PBX Configuration	*NOT* available via Administrator's portal	Included	
911 Configuration and changes		Included	

ENA Connect Services - Continued

All ENA Connect services include the following: On-line user interfaces, Administrator's portal, and Local Number Portability (LNP) at no extra charge

Service	Description	One-time	Monthly
Phones/Handsets ***			
IP Handsets and ATA's - Price includes configuration, testing, and ground shipping			
POE-Only Powered Handsets			
No AC Adapter Included			
	ENA Connect Polycom 321 or equivalent	\$120.00	
	ENA Connect Polycom 331 or equivalent	\$145.00	
	ENA Connect Polycom 335 or equivalent	\$160.00	
	ENA Connect Polycom 450 or equivalent	\$225.00	
	ENA Connect Polycom 560 or equivalent	\$320.00	
	ENA Connect Polycom 670 or equivalent	\$415.00	
Handsets - AC Power Adapter Included			
	ENA Connect Polycom 321 or equivalent	\$135.00	
	ENA Connect Polycom 331 or equivalent	\$160.00	
	ENA Connect Polycom 335 or equivalent	\$175.00	
	ENA Connect Polycom 450 or equivalent	\$240.00	
	ENA Connect Polycom 550 or equivalent	\$265.00	
	ENA Connect Polycom 560 or equivalent	\$340.00	
	ENA Connect Polycom 650 or equivalent	\$320.00	
	ENA Connect Polycom 670 or equivalent	\$435.00	
	ENA Connect Polycom 6000 IP Conference Phone	\$690.00	
ENA Connect Analog Telephony Adapter	For Analog phone use with ENA Connect		\$5.00
On Site Phone Installation	Minimum of 20 phones, price per phone	\$15.00	
*** Phone models and pricing subject to change			

Service	Description	One-time	Monthly
Accessory Items			
All accessory items include ground shipping			
	ENA Polycom Soundpoint Expansion Module for 650 (backlit)	\$195.00	
	ENA Polycom Soundpoint Expansion Module for 670 (color)	\$220.00	
	Power Supply for Soundpoint IP 320/330/550/650	\$25.00	
	Power Supply for Soundpoint IP 335/450	\$25.00	
	Power Supply for Soundpoint IP 560	\$30.00	
	Power Supply for Soundpoint IP 670	\$30.00	
	Microphone Extenders for IP 6000	\$195.00	
	Plantronics Electronic Switch Hook Adapter for Headset	\$70.00	
Warranties			
	1 Year Advanced Replacement Warranty	Included	

Miscellaneous Per Use Charges -- ENA Connect & Dialtone Connect

<i>Service</i>	<i>One-time</i>	<i>Monthly</i>
<i>International LD & Domestic LD to Alaska, Hawaii, and US territories</i>		Tariff rate/per minute
<i>411/Directory Information Calls - per call</i>		\$1.00
Phone Services - Changes, Replacement, Returns		
Phone/Handset Configuration Change	\$10.00	
Replacement Shipping & Handling	\$25.00	

<i>Service Endnotes</i>
¹ USF fees & taxes, 911 local county taxes, 411 (Directory Assisted) Calls, International & non-Continental US LD calls are billed in addition to the flat monthly rate. See miscellaneous charges for per call & per minute charges not included.
² Availability of additional telephone numbers vary per LATA. Please see your ENA Account Manager for more details. Additional numbers are available with Dialtone Connect PRI and IP Trunking service
³ By default, service comes with International LD and 900/976 Calls disabled. International LD can be re-enabled upon customer request. 411 Calls can be disabled upon customer request.
⁴ CIDO; Caller ID customization

ENA's voice services are subject to our master service agreement and tariffs. ENA will work to minimize any additional costs or fees to the Participating School. ENA's voice services are available only to Participating Schools with ENA's Internet Access. ENA Connect Services require the Participating School's LAN environment to meet certain specifications.

All pricing is contingent upon service availability.

Optional ENA Services: Video Conferencing	Cost
Classroom Video Connect (8 ports)	\$250 per month
Small Group Video Connect (3 ports)	\$35 per month
Individual Video Connect Account	\$15 per month
Desktop Video Client Download	\$7 one-time cost per device
Hosted H.323 Bridging Service (requires minimum volume)	\$833 per device per month
Tandberg Management/Monitoring	\$100 per device per month
ENA CILC Video Conferencing Content, Professional Development and Training Packages:	
1. School Package	\$2,250 to \$5,500 per school
2. School District Package	\$4,200 to \$13,000 per school district
Engineering Support Services (Consulting)	\$125 per hour

Optional ENA Services: E-Mail Archiving	Cost
Archiving Current Year	\$7 per year, per account
Archiving Setup Fee (External Systems)	\$1,000 one-time
Data Warehousing (per year of data)	\$2 per year, per account
Importing Prior Data for Archive	\$4 per year, per account
Prior Data Warehousing Cost	\$4 per year, per account
Pass-thru Spam and Virus Control	\$5 per year, per account
Spam and Virus Control Set-up Fee	\$1,000 one-time

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the

responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a

copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)