



**VIA ELECTRONIC MAIL**

October 10, 2012

**RE: NOTICE OF AMENDMENT #1** of the New York State Request for Proposals entitled, “**NYeNET Access Services: Release Four**”  
**RFP #1201**  
 Released by the NYS Office of General Services on Behalf of the NYS Office of Information Technology Services

Dear Prospective Bidder:

Please make the following amendments to **ITS RFP #1201**:

1. RFP Page 1 -- REMOVE release 10/1 “Timetable of Key Events” on pages 1 and 11 -- REPLACE with the following:

**TIMETABLE OF KEY EVENTS:**

<b>Event:</b>	<b>Date/Time:</b>
RFP Release Date	<b>October 10, 2012</b>
Deadline for submission of Bidder Questions	<b>October 17, 2012 5pm EST Wednesday</b>
Issuance of ITS Official Responses to Bidder Questions	<b>October 19, 2012</b>
<b>Proposal Due Date and Time</b>	<b>November 27, 2012 noon EST Tuesday</b>
Anticipated Notification of Proposed Award	<b>December 27, 2012</b>
Office of the State Comptroller Approval of Resultant Contracts – Estimated	<b>March 27, 2013</b>

2. RFP Page 1 – INSERT the following paragraphs:
  - I. Reminder: There will NOT be a pre-bid Conference for this RFP.
  - II. Note: This procurement is being released by the NYS Office for General Services on behalf of the NYS Office of Information Technology Services.
  - III. Vendors already on contract with ITS for NYeNET services, need not reapply unless responding to Lot Groups they had not previously bid upon.

Disregard any mention of Pre-Bid Conference in 10/1 release – they were included erroneously.

3. DELETE Section 2.02 entitled “PreBid Conference.”
4. INSERT Table of Contents pages 2-4 (attached).

5. REMOVE RFP Release 10/1, Section 5.07 (found on page 26) entitled “Contractor Personnel,” and REPLACE Section 5.07 with the following:

**“Section 5.07 Contractor Personnel**

- A.** It shall be understood that the Contractor is an independent contractor, and the Contractor, its officers and employees, subcontractors, and agents, in the performance of the Contract, shall act in an independent capacity and not as officers or employees of the State.
- B.** All Contractor officers and employees, subcontractors or agents performing work under the Contract must meet or exceed the technical and training qualifications set forth in the RFP or the Proposal, whichever is higher, and must comply with all security and administrative requirements of ITS. ITS reserves the right to conduct a **security background check**, including **fingerprinting** or otherwise approve any employee or agent furnished by Contractor or its subcontractors. If ITS elects to require fingerprinting, ITS shall arrange for the scheduling of such fingerprinting activities, and Contractor shall bear the expense and pay the cost of such fingerprinting, either directly or by reimbursing ITS for such expense through a credit against Contractor’s invoice. ITS in its sole discretion reserves the right to reject or bar from any ITS facility any employee or agent of the Contractor or its subcontractors. Such action by ITS shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms.
- C.** Contractor shall comply with all ITS requests and requirements related to reporting under §163(4)(g) of the New York State Finance Law. Furthermore, all subcontracts entered into by Contractor for purposes of performing the Contract shall contain a provision whereby subcontractors agree to comply with ITS requests and requirements related to reporting under §163(4)(g) of the New York State Finance Law. Reports filed pursuant to this section shall be available for public inspection and copying under the provisions of the Freedom of Information Law (FOIL).

6. RFP Release 10/1, page 26, disregard “comment” in column – included in error.

7. RFP Release 10/1, page 29, disregard “comment” in column – included in error.

8. RFP Release 10/1, page 29, Section 5.15:

- a. REMOVE the following:  
“All Contractor invoices are to be mailed to:

NYS Office of Information Technology Services  
Division of Telecommunications – Business Office  
Corning Tower Building – Floor 27  
G.N.A.R. Empire State Plaza  
Albany, NY 12242”

REPLACE with:

“All Contractor invoices are to be mailed to:

NYS Office of Information Technology Services  
Finance Office  
State Capitol-ESP  
PO Box 2062  
Albany, NY 12220-0062”

9. RFP Release 10/1, AMEND page 39, Section 5.34 addresses of contacts and REPLACE with the following:

**“For the Office of Information Technology Services (ITS):**

NYS Office of the Chief Information Officer/Office of Information Technology Services  
ATTN: Counsel’s Office  
State Capitol ESP, PO Box 2062  
Albany, NY 12220-0062  
Telephone Number: (518) 474-4263  
Facsimile: (518) 474-6329  
Email Address: [cpo@cio.ny.gov](mailto:cpo@cio.ny.gov)

AND

Tom Adams  
Information Technology Specialist  
NYS Office of Information Technology Specialist  
State Capitol ESP, PO Box 2062  
Albany, NY 12220-0062  
Telephone Number: (518) 486-2445  
Facsimile Number: (518) 474-0404  
E-Mail Address: [Thomas.adams@cio.ny.gov](mailto:Thomas.adams@cio.ny.gov) “

10. RFP Release 10/1, PART 3 entitled, “Bidder Lot Response Form” MODIFY lot numbers – **Content remains the same, and the numbering has been conformed to be consistent...** (e.g. Lot #8 should be Lot #7, Lot #9 should be Lot #8, Lot #10 should be Lot #9, Lot #11 should be Lot #10, Lot #12 should be Lot #11, Lot #13 should be Lot # 12. There is no Lot 13.)
11. RFP Release 10/1, PART 3 entitled, “Bidder Lot Response Form” MODIFY lot numbers on page 2 of the each **Bidder Lot Response Form** header (from Lot Group 7 to Lot Group12) to conform the numbers. See Sample below:

**“8. Not-to-Exceed Pricing:**

**Lot Group 7 – Dark/Dim Fiber”**

12. RFP Release 10/1, page 42, disregard “comment” in column – included in error.
13. RFP Release 10/1, page 132, NAP Locations: ADD: Market Street, Poughkeepsie.
14. INSERT ATTACHED Addresses of Network Access Point locations as EXHIBIT B and now page 172 of the Amended RFP dated 10/10/12.

If you have any questions, please contact the solicitation contact at [Debra.Mainville@ogs.ny.gov](mailto:Debra.Mainville@ogs.ny.gov)

Thank you.

Attachments (2): --Table of Contents  
--NAP Locations  
--RFP1201 dated 10/10/12 to include Amendment #1 modifications

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**NYeNet Network Access Point Locations****N Concourse Rm120**

OGS Telecommunications  
Empire State Plaza  
Albany 12242  
(518)474-2121

**Albany State Campus/Harriman State Office Campus**

Washington Ave.  
Bldg 22  
Albany NY 12242  
(518)474-2121

**Rochester: MONROE COUNTY OFFICE BLDG**

50 W. Main St  
Rochester, NY 14614  
(585)753-7540

**Binghamton State Office Building**

44 Hawley Street  
Binghamton, NY 13901  
(607)721-8700

**Buffalo: Erie County Office Building**

95 Franklin Street  
Buffalo, NY 14202  
(716)858-6570

**Buffalo:**

100 Seneca Street  
Buffalo NY 14203  
(716)847-4664

**New York City**

2 Lafayette Street  
New York, NY 10013  
(212) 442-0849

**White Plains: New York State Power Authority**

NYST Power Authority  
123 Main Street  
White Plains, NY 10601  
(914) 287-3333

**METROTECH CENTER**

15 Metrotech Center  
Brooklyn, NY 11201  
(718)510-8566

**Hauppauge: PERRY B. DURYEY STATE OFFICE BLDG**

Veteran's Memorial Highway  
Hauppauge, NY 11788  
(631)952-6230

**Poughkeepsie: Dutchess County Office Bldg**

60 Market Street  
Poughkeepsie, NY 12601  
(914) 486-2121

**Syracuse: Senator Hughes State Office Bldg**

333 East Washington Street

Syracuse, NY 13202

(315) 428-4224

**Utica: Utica State Office Bldg**

207 Genesee St.

Utica, NY 13502

(315) 793-2201

# New York State Office of Information Technology Services

COMPETITIVE PROCUREMENT ENTITLED:

**“NYeNet Access Services on behalf of ITS  
and its Customer Users: Release Four”**

**REFERENCE:**

**NYS ITS Request for Proposals (RFP) Number: 12-01**

**Dated 10/10/12**

**TIMETABLE OF KEY EVENTS:**

<b>Event:</b>	<b>Date/Time:</b>
RFP Release Date	<b>October 10, 2012</b>
Deadline for submission of Bidder Questions	<b>October 17, 2012 5pm EST Wednesday</b>
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Office of the State Comptroller Approval of Resultant Contracts – Estimated	<b>March 27, 2013</b>

**WARNING:** Bidders not receiving this RFP directly from the NYS Office of Information Technology Services or the NYS Office of General Services are advised to register on the ITS Procurement Registration System (PRS) ([www.cio.ny.gov/apps/PRS](http://www.cio.ny.gov/apps/PRS)) to ensure that you receive all additional relevant information concerning this procurement. All relevant information will only be provided to Bidders having registered on the PRS.

- I. Reminder: There will NOT be a pre-bid Conference for this RFP.
- II. Note: This procurement is being released by the NYS Office for General Services on behalf of the Office of Information Technology Services.
- III. Vendors already on contract with ITS for NYeNET services, need not reapply unless responding to Lot Groups not previously bid upon.

<b>ITS Solicitation Contact</b>	
New York State Office of General Services Attn: Debra Mainville Finance/Contracts Office ESP, Corning Tower, 40th floor Albany, NY 12242 Fax: (518) 473-2844 Email: <a href="mailto:Debra.Mainville@ogs.ny.gov">Debra.Mainville@ogs.ny.gov</a>	New York State Office of General Services Attn: Diane Robinson Finance/Contracts Office ESP, Corning Tower, 40th floor Albany, NY 12242 Fax: (518) 473-2844 Email: <a href="mailto:Diane.Robinson@ogs.ny.gov">Diane.Robinson@ogs.ny.gov</a>

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## Glossary

<b>Agency</b>	Shall mean any governmental department, agency, board, commission, office, institution, public benefit corporation or public authority of the State of New York, or the State of New York acting on behalf of one or more of the foregoing entities.
<b>Asynchronous Transfer Mode (ATM)</b>	A network technology that dynamically allocates bandwidth. ATM uses fixed-size data packets and a fixed channel between two points for data transfer. ATM was designed to support multiple services such as voice, graphics, data, and full-motion video. It allows network providers to dynamically assign bandwidth to individual customers.
<b>Best Value</b>	As defined by New York State Finance Law § 163(1)(j), means the basis for awarding contracts for services to the bidder which optimizes quality, cost and efficiency, among responsive and responsible bidders.
<b>Bidder</b>	The term "Bidder" refers to any eligible entity submitting a Proposal to this RFP.
<b>Contract(s)</b>	The agreement that results from the Procurement between ITS and the selected Bidder(s) comprised of the documentation referred to in RFP, § 5.04.
<b>Contract Effective Date</b>	The date that the Contract is approved by the New York State Comptroller.
<b>Contractor(s)</b>	The successful Bidder(s) who execute a Contract as a result of an award(s) made by the State in response to this RFP.
<b>Core</b>	The common/shared infrastructure and components of the NYeNet.
<b>Cost</b>	Means the Price charged by the Contractor for a given Service plus any other costs to ITS such as conversion costs, life-cycle costs, etc.
<b>Demarcation Point (Demarc)</b>	The point of demarcation and/or interconnection between telephone company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premise. Carrier-installed facilities at or constituting the demarcation point consist of a wire and or a jack conforming to Subpart F of Part 68 of the FCC's Rules.
<b>Director</b>	The head of the New York State Office of Information Technology Services.
<b>DSL (digital subscriber link)</b>	Uses standard analog phone lines and the traditional telephone network to provide high-speed, always-on network access.
<b>ELAN (Emulated Local Area Network)</b>	A layer 2 private network.
<b>Eport</b>	A private Layer 3 routed network using ITS defined 10.X.Y.Z address space.
<b>Equipment</b>	Telecommunications and related equipment, including but not limited to all fibers, electronics, connectors, core backbone, edge access equipment, data communications equipment, switches, routers, or other hardware or software utilized by Contractor in providing the State the Services pursuant to the terms of the Contract.
<b>EST</b>	Means Eastern Standard Time with the understanding that, during that time of the year when Daylight Savings Time (DST) is in effect, EST shall be replaced by DST.
<b>Extended Demarc</b>	Extending or delivering the subscribed service from the above Telco demarcation point to the customer's terminating location by installing new premise distribution (inside) cable/wire or utilizing existing cable/wire (with permission) and installing a vendor-provided interface (i.e. RJ45) to define and separate the vendor/carrier's responsibility from the customer's. The vendor is responsible for maintaining and testing the entire circuit end-to-end up to and including this interface.
<b>Frame Relay</b>	A high-speed data transmission protocol for use in WANs. Popular for LAN-to-LAN connections across long distances.

<b>LATA</b>	Local Access Transport Area
<b>Local Access</b>	Means connecting a remote site to the NYeNet. Both terminating that connection in a NAP within the LATA and carrying it on bidder's network across LATA boundaries and terminating at a different NAP are acceptable solutions
<b>MTTR</b>	Mean Time To Repair. The average time required to return a failed device or system to service.
<b>NAP</b>	Network Access Point. A central location within a LATA where signals are aggregated for transmission across the NYeNet.
<b>NOC</b>	Network Operations Center. A group responsible for the day-to-day provisioning operation, monitoring and maintenance of a Network.
<b>Not to Exceed Price (NTE)</b>	Shall be inclusive of any and all direct and indirect costs, including, but not necessarily limited to: all administrative, reporting or other requirements; all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. and services not explicitly stated in the RFP, but necessarily attendant thereto; all overhead costs, fees and profit; and any taxes, fees or surcharges which the State is required by law to pay.
<b>NYeNet</b>	The statewide communications network, consisting of high-speed, State-owned fiber optic facilities and leased services. A statewide fiber optic communications network incorporating NAPS in seven LATAs throughout the State of New York.
<b>ITS</b>	The New York State Office of Information Technology Services.
<b>Price</b>	Means the amount, inclusive of all elements of the Not-to-Exceed Price, bid or charged by the Contractor to the State for a given Service
<b>Product</b>	A deliverable under the Contract which may include commodities, Services and/or Technology. The term "Product" includes Licensed Software. Notwithstanding the foregoing, solely for the purposes of RFP sections 5.15(E) and 5.15(F), "product" shall not mean services.
<b>Project Services or Services</b>	Those services to be provided by the Contractor(s), which are the purposes of this RFP, pursuant to the resulting Contract(s) and resulting from the issuance of a Service Order for the Contractor's fulfillment.
<b>Proposal</b>	means the Bidder's <i>Administrative</i> and <i>Technical Proposals</i> , (collectively referred to as "Submissions") submitted in response to this RFP
<b>RFP or Procurement</b>	This Request for Proposal entitled, "NYeNet Access Services on behalf of ITS and its Customer Users", dated October 10, 2012.
<b>Service Order</b>	An order(s) placed by ITS with the Contractor selected to fulfill a given Service Request to meet a Service need of a Customer as set forth in the Service Request. The Service Order shall incorporate (i) the applicable Service Request and, (ii) the Contractor's associated Price.
<b>Service Request</b>	The instrument issued by the State to obtain Price submissions from eligible Contractors to meet a Service need of a Customer.
<b>SLA</b>	Service Level Agreement
<b>State</b>	The State of New York (including the Office of Information Technology Services).
<b>Submission</b>	Bidder's Proposal consisting of an Administrative and a Technical Proposal.
<b>Lambda or <math>\lambda</math></b>	The 11 <sup>th</sup> letter of the Greek alphabet. Lambda is used as the symbol for wavelength in lightwave systems. Fiber optic systems may use multiple wavelengths of light through a process known as WDM (Wavelength Division Multiplexing) or DWDM (Dense WDM), with each range of wavelengths appearing in a "window," roughly corresponding to a color in the visible light spectrum. Light wavelengths are measured in nanometers, with a nanometer being one billionth of a meter.
<b>§</b>	Section
<b>Tariffs</b>	Documents filed by a regulated telephone company with a state public utility commission or the Federal Communications Commission. The tariff, a public document, details services, equipment and pricing offered by the telephone company (a common carrier) to all potential customers. Being a "common carrier" means it (the telephone company) must offer its services to everybody at the prices and at the conditions outlined in its public tariffs.
<b>TSP</b>	Telecommunication Service Priority
<b>Vendor</b>	A potential Bidder.

## SECTION I. PROCUREMENT OVERVIEW

### Section 1.01 Introduction

New York State has a statewide communications network incorporating Network Access Points strategically located within metropolitan areas throughout the State. The New York State Office of Information Technology Services (ITS) Network Services connects State and local governments on a network known as the NYeNet.

The NYeNet is a combination of several networks. There currently are Network Access Points (NAPs) joined together by a combination of State-owned fiber optic facilities and leased facilities (see RFP, **Appendix J** – “NYeNet Circuits Location Overview”). The Network Access Points are used as concentration points to aggregate various types of traffic for transport. The interoperability of all equipment and technologies located at the NAPs with that of the Local Access Provider is critical.

The NYeNet is utilized by State Agencies and others authorized by law (Customers). Customers request service through ITS and ITS issues Service Orders on their behalf. ITS is the *Customer of Record* for all connections and ITS is invoiced for all Services provisioned. This relationship will continue during the term of the contracts that result from this Request for Proposals (RFP).

Given the changes that have occurred in this fast-paced industry since that effort, ITS is issuing this RFP to obtain those “Services” which are the subject matter of the RFP and as described below.

The Services required include, but are not limited to the following:

- A. A local access delivery Network connecting the Contractors’ networks to the State Network (the NYeNet).
- B. Local access solutions including, but not limited to: Frame Relay, xDSL, Access, Ethernet, Dark or Dim Fiber, xWDM Lambda, Wireless, Satellite, Private Line (circuit switched technologies), SONET, ATM and Free space Optics with at least one end of the circuit terminating in New York State.

The local access solutions sought are categorized into twelve (12) different Lot Groups as defined in RFP, §1.05, below.

The Service sought via this RFP is quite specific. It is access service for the NYeNet. As such, network traffic will be predominantly TCP/IP, and it will be part of the State’s private network. Certain types of services, such as xDSL are sometimes sold as Internet access mechanisms. However, the State is **not seeking proposals for Internet service** in this RFP. The State is, however, seeking to connect to the NYeNet with all viable access mechanisms, such as those cited above. Many State agencies utilize the NYeNet today for the acquisition of a Service that is akin to “private line services” of old. The vision for the network will be realized more fully when agency applications are available to users on the network, just as applications are available to the users of the Internet. Therefore, it is envisioned that access to the NYeNet network by its users will more and more be thought of in terms of an access point, not a pass through to two or more points.

### Section 1.02 Purpose

This RFP seeks responsive Proposals from responsible eligible Bidders with core competency for the reliable and efficient provisioning and long term support of access to the NYeNet. Proposals are sought for the twelve (12) Lot Groups described in RFP, §1.05, below.

To qualify for contract award, Bidders may submit a Proposal on an individual Lot Group, any combination of Lot Groups or all Lot Groups. It is ITS’s intent to issue multiple awards, on a per Lot Group basis, for each Lot Group to all qualified responsible Bidders in accordance with the provisions of RFP, §1.04, below.

This procurement will result in “full-service” agreements that will **end on December 31, 2016**. As a “full service” agreement, an awarded service provider (Contractor) shall be solely responsible for performance of all facets of connectivity including, but not limited to: design, engineering, construction (if

required), provisioning, installation/implementation, testing, administration and documentation as well as on-going monitoring, maintenance and support.

(Note: Subcontracting under the Contract(s) is allowed, however, prior approval of the subcontractor by the State is required. Further, in such cases, the Contractor shall be the sole contact with regard to all provisions of the contract, including but not limited to full responsibility for delivery, installation, maintenance and support services.)

### **Section 1.03 Bidder Eligibility**

Bidders must meet all of the requirements of this RFP, §1.03, in order to be eligible to respond to this RFP.

#### **A. Qualifications**

1. The Bidder must represent and warrant that it is duly organized, validly existing, and authorized to do business in the State of New York.
2. The Bidder must represent and warrant that, as of the date of submission of its Proposal, the Bidder has completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the Services and that Bidder will, in order to perform said Services during the term of the Contract, if any, comply with any requirements imposed upon it by law during said Contract term.

#### **B. Sufficiency, Capacity and Experience**

1. The Bidder must represent and warrant that it possesses adequate staffing resources, financial resources and organizational resources to perform the type, magnitude and quality of work specified in this RFP.
2. The Bidder must represent and warrant that it possesses at least three (3) years of experience in the Lot Group(s) requested and provide evidence that it has maintained an organization capable of performing the work hereinafter described in continuous operation for at least the past three (3) years. In those cases where the Bidder does not possess at least three (3) years of experience in the Lot Group(s) requested because the services represent a new and or emerging technology, the Bidder must:
  - a) provide evidence that the services associated with such Lot Group(s) constitute a new and or emerging technology, and demonstrate to ITS's satisfaction that the services constitute a new and or emerging technology and not just a new offering of the Bidder for an already established technology;
  - b) represent and warrant, in the form of a written notarized statement attached to the Bidder Qualification Certification form (see RFP, Appendix F, Part 2), that such services are integral to, envisioned in and encompassed by Bidder's short and long term business plans; and
  - c) provide evidence that the Bidder currently possesses or is in the process of establishing the organizational and operational capacity and capability to undertake and perform the work attendant to the delivery of services associated with the Lot Group(s).

### **Section 1.04 Evaluation/Selection and Service Requests/Orders**

This Procurement is being conducted in accordance with, and is subject to, Article I of the New York State Technology Law, the competitive bidding laws of the State of New York (in particular, New York State Finance Law, Article 11 and §§139-j and 139-k of the State Finance Law), and the New York State ethics laws (in particular, New York State Public Officers Law, § 73 and 74, set forth in part at RFP, **Appendix B**).

To meet its needs, ITS will, as described in RFP, Section IV, make multiple contract awards to responsive and responsible Bidders, on a per Lot Group basis, and subsequently secure Service, during the term of the resultant contracts, on an as-needed basis. The basis for the selection among the multiple Contractors

will be made at the time a Service is to be secured and shall be the most practical and economical alternative and shall be in the best interests of the State.

#### **Section 1.05 Service Lots; Telecommunications Service Priority & New Technologies**

Twelve (12) Lot Groups are the subject of this RFP. Bidders may seek to be qualified, and be awarded a Contract, for one or more of these Lot Groups. (Note: Service Level Agreement (SLA) Mean Time To Repair (MTTR) and/or circuit availability, Install Interval, Move Interval and Expedite Policy information shall be submitted on the Vendor Lot Response Form provided in **Appendix G, Part 3.**) The definition and scope of each Lot Group are as follows:

##### **Lot Group 1 – Private Line**

**Description:** Point-to-point or point-to-multi-point service supporting speeds including, but not limited to, DS-0 Digital Data Service (2.4KBPS to 64KBPS), fractional DS-1 service including all associated speeds, DS-1 (1.54MBPS), DS-3 (45 MBPS), OC-3 and OC-12, OC-48, OC-192.

##### **Lot Group 2 – Frame Relay**

**Description:** Point-to-point or point-to-multi-point service supporting speeds including, but not limited to, DS-0 Digital Data Service (2.4KBPS to 64KBPS), fractional DS-1 service including all associated speeds, DS-1 (1.54MBPS), DS-3 (45 MBPS), OC-3 and OC-12.

##### **Lot Group 3 – Ethernet**

**Description:** Ethernet services (both rate limited and not rate limited). Speed examples would include, but not limited to, 10, 100 and 1000 MBPS.

##### **Lot Group 4 – SONET**

**Description:** Synchronous Optical Network, family of various fiber optic transmission rates.

##### **Lot Group 5 – ATM**

**Description:** Asynchronous Transfer Mode circuits of various speeds including, but not limited to OC3, OC12, OC48, OC192.

##### **Lot Group 6 – xDSL**

**Description:** Digital Subscriber Line of various speeds. Available upload and download speeds should be described in any response.

##### **Lot Group 7 – Dark or DIM Fiber**

**Description:** Point-to-point fiber optic cable that is either entirely unlit (dark) or unlit frequencies on optical cable supporting DWDM.

*For these circuits:*

- a) *Contractor will be required to maintain a “Call-Before-You-Dig” program and all required and related cable locates.*
- b) *Contractor will also be required to maintain sign posts along the rights-of-way along the segments with the number of the local “Call-Before-You-Dig” organization.*
- c) *Contractor shall make reasonable efforts to have qualified representatives available to be on site any time contractor has reasonable advance knowledge that another person is engaging in construction activities or otherwise digging within five feet of the installed fiber.*

##### **Lot Group 8 – xWDM Lambda**

**Description:** Wavelength on fiber optic systems using either CWDM (Course Wavelength Division Multiplexing) or DWDM (Dense Wavelength Division Multiplexing).

*For these circuits:*

- a) *Contractor will be required to maintain a “Call-Before-You-Dig” program and all required and related cable locates.*
- b) *Contractor will also be required to maintain sign posts along the rights-of-way along the segments with the number of the local “Call-Before-You-Dig” organization.*
- c) *Contractor shall make reasonable efforts to have qualified representatives available to be on site any time contractor has reasonable advance knowledge that another*

*person is engaging in construction activities or otherwise digging within five feet of the installed fiber.*

**Lot Group 9 – Satellite**

**Description:** Network connectivity via signals relayed through satellites at varying upload and download speeds. Available upload and download speeds should be described in any response. Please note, any necessary site equipment (e.g. antennae) is the responsibility of Contractor.

**Lot Group 10 – Wireless (e.g., WIMAX, EV-DO)**

**Description:** Wireless network connectivity via signals relayed to fixed towers at varying upload and download speeds. Please note, any necessary site equipment (e.g. antennae) is the responsibility of Contractor.

**Lot Group 11 – MPLS**

**Description:** Protocol that allows labeled packets to be transmitted utilizing multiple protocols, platforms and networks.

**Lot Group 12 – Free space Optics**

**Description:** Optical connectivity without utilizing fiber cables. Available upload and download speeds should be described in any response. Please note, any necessary site equipment (e.g. antennae) is the responsibility of Contractor.

**Telecommunications Service Priority (TSP):**

It is ITS's desire and intention to request TSP restoration assignments, for most, if not all, Circuits provided under this Contract via the National Communications System's established protocol and procedures. Contractor acknowledges and agrees to immediately identify all facilities, electronically and/or physically, with the designated TSP assignments as soon as practicable upon receipt of same from ITS.

ITS will indicate for each Service Request whether or not a TSP assignment is required. In such cases, Contractor must, as part of its Price submission, include any and all one-time and/or recurring costs associated with a TSP assignment in their response to the Service Request.

**New Technologies:**

Lot Groups are meant to categorize existing telecommunications technologies. In the event new technologies or services become available ITS may create additional Lot Groups. These Lot Groups will be announced and Vendors will be given the opportunity to qualify for these new Lot Groups under the Periodic Recruitment process as set forth in §1.07 of the RFP.

**Section 1.06 Procurement Timetable**

Following is the Timetable of Key Events for this RFP:

<b>Event:</b>	<b>Date/Time:</b>
RFP Release Date	<b>October 10, 2012</b>
Deadline for submission of Bidder Questions	<b>October 17, 2012, 5pm EST Wednesday</b>
Issuance of ITS Official Responses to Bidder Questions	<b>October 19, 2012</b>
<b>Proposal Due Date and Time</b>	<b>November 27, 2012 12 noon EST Friday</b>
Anticipated Notification of Proposed Award	<b>December 27, 2013</b>
Office of the State Comptroller Approval of Resultant Contracts -- Estimated	<b>March 27, 2012</b>

**Section 1.07 Periodic Recruitment**

This RFP is a step in an ongoing ITS Periodic Recruitment initiative to obtain qualified firms to provide NYeNet Access Services. ITS intends to make multiple awards resulting from this RFP and thereafter through the ongoing Periodic Recruitment of proposals. It is ITS's intent to every six (6) months or at any time determined by the State to be in its best interest, solicit and consider additional Vendors and new Lot Group proposals from then existing Contractors, via the issuance of a request for proposal(s). As a result, Bidders who submitted a Proposal, but did not receive an award under the RFP, or who missed the initial opportunity to submit a Proposal in response to the RFP, will be afforded the opportunity to respond and be considered for award. It is ITS's expectation that the terms and conditions of such requests for proposals will substantially conform with those as set forth herein this RFP.

## SECTION II. INSTRUCTIONS TO BIDDERS

**WARNING:** Bidders not receiving this RFP directly from the NYS Chief Information Officer / Office of Information Technology Services are advised to register on the ITS Procurement Registration System (PRS) ([www.cio.ny.gov/apps/PRS](http://www.cio.ny.gov/apps/PRS)) to ensure that they receive all additional relevant information concerning this procurement. All relevant information will only be provided to Bidders having registered on the PRS.

### Section 2.01 The Procurement Lobbying Law - ITS Solicitation Contact and Designated Agency Contact

All Vendors are required to comply with Chapter 1 of the Laws of 2005, the Procurement Lobbying Act. For procurements within the scope of the Procurement Lobbying Act, ITS is required to establish a "Restricted Period" during which certain types of communications may only be made to an "ITS Designated Agency Contact," while certain other types of communications are permitted to be made to the "ITS Solicitation Contact." Vendors and persons acting on their behalf should consult the **NYS Office of Information Technology Services Procurement Lobbying Guidelines for Vendors** at <http://www.cio.ny.gov/Contracts/vendorguide.htm> for further guidance on the nature of the communications which may be made to the ITS Designated Agency Contact and ITS Solicitation Contact, respectively.

#### I. **ITS Solicitation Contact:**

The individual in the table below is designated as the ITS Solicitation Contact for this Procurement. Except for those communications which are required to be made to the ITS Designated Agency Contact, all inquiries, questions, filings and submission of Proposals must solely be directed, in writing, to the ITS Solicitation Contact. Any inquiries, questions, filings or submission of Proposals that are submitted to any other individual or physical address shall not be considered as official, binding or as having been received by the State.

Means of Delivery	Appropriate Address
Parcel Post/Overnight and Hand Delivery Address * **	NYS Office of General Services <b>ATTN: Debra Mainville</b> Finance/Contracts Office ESP, Corning Tower, 40th floor Albany, NY 12242 Fax: (518) 473-2844 Email: <a href="mailto:Debra.Mainville@ogs.ny.gov">Debra.Mainville@ogs.ny.gov</a>
United States Postal Service Regular Mail Address * **	NYS Office of General Services <b>ATTN: Debra Mainville</b> Finance/Contracts Office ESP, Corning Tower, 40th floor Albany, NY 12242 Fax: (518) 473-2844 Email: <a href="mailto:Debra.Mainville@ogs.ny.gov">Debra.Mainville@ogs.ny.gov</a>

\* Due to security concerns, personal photo identification may be required in those cases where a Bidder chooses to either hand deliver or use an express mail courier service to deliver its Proposal.

\*\* Proposals must be submitted in hard copy to the above address by First Class Mail, Hand Delivery or Express Mail Service, and may not be submitted by phone, email or facsimile.

During the Restricted Period for this RFP, ALL communications must be directed, in writing, solely to either the Solicitation Contact or alternate Solicitation Contact, as applicable and shall be in compliance with the Procurement Lobbying Law, the instructions in this RFP and the “**NYS Office of Information Technology Services Procurement Lobbying Guidelines for Vendors,**” which all Vendors are required to read, understand and comply with.

Prospective Bidders are asked to submit questions concerning the RFP, bid proposals or the procurement process in writing, by mail, facsimile or email, to the Solicitation Contact listed in RFP §2.01.

### **Section 2.03 Deadline for Submission of Questions**

All questions relating to the content of this RFP must be directed, in writing, to the ITS Solicitation Contact at the address set forth in RFP, § 2.01. Only those questions received prior to the **Deadline for Submission of Bidder Questions** as set forth in RFP, §1.06 will be accepted. Each question must cite the particular RFP section and paragraph number it refers to. All questions received will be considered unofficial until issued or confirmed in writing by ITS on the Procurement Registration System. [www.cio.ny.gov/apps/PRS](http://www.cio.ny.gov/apps/PRS).

To expedite its responses, ITS has provided a **Question Template** form (see **Appendix E** of the RFP) which potential Bidders are requested to use in submitting questions regarding the RFP.

### **Section 2.04 Official Responses to Questions**

All written questions received by ITS from prospective Bidders by the deadline for Submission of Bidder Questions will receive official responses after the Questions Due Date, as set forth in RFP, §1.06. ITS will provide all organizations that have registered in the Procurement Registration System, and who attended the Mandatory Pre-Bid Conference a notification of the posting of all questions accepted and ITS's Official Responses to said questions. This information will be posted to [www.cio.ny.gov/apps/PRS](http://www.cio.ny.gov/apps/PRS). ITS will provide a hard copy of all questions received and the Official Responses to the questions upon written request to the Solicitation Contact. The written Official Responses will be deemed controlling.

### **Section 2.05 Submission of Proposals**

Bidder's Proposal must satisfy all of the submission requirements of this RFP. Bidders are solely responsible for timely delivery of their Proposal to ITS prior to the stated **Proposal Due Date and Time** as set forth in RFP, §1.06. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the State, shall not excuse late bid submissions. Phone, facsimile and email submission of Proposals will not be accepted for this RFP.

Proposals accepted in response to this RFP will not be opened publicly. Any Proposal received at the specified location set forth above after the **Proposal Due Date and Time** as set forth in RFP, §1.06, will be considered a late bid. A late bid shall not be considered for award and may, at ITS's sole discretion, be returned unopened to the sender. The State reserves the right at any time to postpone or cancel the scheduled time for receipt of Proposals.

### **Section 2.06 Firm Offer (Proposal Effective Period)**

Each Bidder must hold its offer firm and binding for a period of at least 365 days from the **Proposal Due Date and Time** as set forth in RFP, §1.06. In the event that a proposed contract with the Bidder is not approved by the NYS Comptroller within the 365 day period, Bidder offers shall remain firm and binding beyond the 365 day period and until the proposed contract is either approved or rejected by the NYS Comptroller, unless the Bidder delivers to the ITS written notice of withdrawal of its Proposal.

### **Section 2.07 Proposal Packaging**

The Proposal must be organized in two parts: (1) *Administrative Proposal*; and (2) *Technical Proposal* (collectively referred to as “Submissions”), each of which will be evaluated separately. Therefore, each part must be bound and packaged in separate, sealed envelopes/containers. Electronic copies of Submissions (disk or CD Rom) must be included in each sealed package with the hard copy submission. To facilitate the evaluation process, **eight (8) original hard copies** and two **(2) electronic copies** of each Submission must be submitted. Packages containing each Submission must be bound separately and clearly identified as to contents. Electronic submissions must be in Microsoft Word, Excel, Project and

Visio and/or Adobe Acrobat, as applicable. **Bidders may not include any cost information in the administrative or technical portion of their Proposal, including exhibits or attachments.**

Each package (i.e., Administrative Proposal and Technical Proposal) must have a label on the outside of the package or shipping container outlining the following information:

<p><b>Proposal Address Label:</b> <b>BIDDER NAME</b> <b>BIDDER ADDRESS</b> Indicate package contents, as applicable: <b>ADMINISTRATIVE or TECHNICAL PROPOSAL</b></p>
--

Bidder assumes all risk of late delivery associated with the Submissions not being identified, packaged or labeled in accordance with the foregoing requirements. In the event that the Bidder fails to provide such information on the cover of the sealed packages, the State reserves the right to open the package to determine its contents. Bidder shall have no claim against the State arising from such opening and such opening shall not affect the validity of the procurement. Notwithstanding the State's right to open the package to ascertain the contents, Bidder assumes all risk of late delivery associated with the Proposal not being identified, packaged or labeled in accordance with the foregoing requirements.

#### **Section 2.08 Proposal Format**

Submissions must be complete and legible. Information required by the RFP must be supplied by the Bidder on the forms or in the format specified in the RFP. Bidders are cautioned to verify their Proposals before submission, as amendments to Proposals or requests for withdrawal of Proposals received by the State after the Proposal Due Date and Time, may not, in the sole discretion of the State, be considered.

##### **A. Language/Currency**

All offers (tenders), and all Submissions provided in response to this RFP shall be written in the English language with quantities expressed using Arabic numerals. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any Proposal received which does not meet the above criteria may be rejected.

##### **B. Table of Contents**

Each Submission must include a "Table of Contents" which follows the headers set forth in RFP, Section III; Mandatory Submissions.

##### **C. Index Tabs**

Each major section of the Submission must be labeled with an index tab that identifies the title of the major section/part as it is named in the "Table of Contents".

##### **D. Page Numbering**

Each page of each Submission must be dated and numbered consecutively from the beginning of the Submission through all appended material.

#### **Section 2.09 Extraneous Terms**

New York State Law prohibits the State from awarding a contract based upon material deviations from the specifications, terms and conditions set forth in this RFP. Therefore, extraneous terms and conditions are proposed solely at the Bidder's risk as they may be deemed material deviations by the State and may render the Proposal non-responsive, resulting in its rejection.

Proposed additional, supplemental, "or equal" or alternative terms ("extraneous term(s)") may only be considered by the State to the extent that such extraneous term(s) constitute non-material deviations from the requirements set forth in the RFP. If the Bidder proposes to include Extraneous Terms in its official Proposal, the Bidder must meet all of the following requirements:

- A. Each proposed Extraneous Term must be specifically enumerated in a separate section of the applicable submission (*Administrative or Technical*) labeled "Additional/Extraneous Terms," using the format set forth in **Appendix D**;

- B. The "Extraneous Terms" section must be in writing prepared by Bidder and may not include any pre-printed literature or vendor forms;
- C. The writing must identify by part, section and title the particular RFP requirement (if any) affected by the extraneous term; and
- D. The Bidder shall specify the proposed extraneous term, and the reasons therefor.

Only those terms meeting the above requirements (A) through (D) shall be considered as having been submitted as part of the formal offer.

Extraneous Term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, manufacturer's license agreements, standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Proposal, or that, in the State's sole judgment, have not been submitted in compliance with the above requirements (A) through (D) above, will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Bidder for informational or promotional purposes only.

Absent the State's express written acceptance and incorporation of an Extraneous Term, acceptance and/or processing of the Proposal shall not constitute the State's acceptance of Extraneous Term(s) or be deemed a waiver of the State's rights set forth in this section.

#### **Section 2.10 Trade Secret Materials and Critical Infrastructure Information**

##### **NOTICE TO BIDDERS' LEGAL COUNSEL:**

Proposals submitted to ITS in response to this RFP are subject to the Freedom of Information Law (Public Officers Law, Article 6; hereinafter FOIL). Pursuant to §87(2)(d) of FOIL, records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise" may be exempt from disclosure. In addition, pursuant to §89(5)(a)(1-a) of FOIL, records or portions thereof that contain critical infrastructure information may be exempt from disclosure ("Critical infrastructure" is defined in §86(5) of FOIL). A Bidder must follow the procedures in RFP, §5.21(D), below, if it intends to seek an exemption from disclosure under FOIL of either or both types of material. Where such claimed material is embedded in the Proposal, it shall be the responsibility of the Bidder, at its sole cost and expense, to submit redacted versions of the Proposal within ten (10) days of a request by the ITS.

#### **Section 2.11 Drawings Submitted With RFP**

- A. Should the RFP require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the RFP and shall, when approved by ITS be considered a part of the RFP, Bidder's Proposal and of the Contract, if any. All symbols and other representations appearing on the drawings shall be considered a part of the drawing. Drawings shall be in Visio format (or latest version).
- B. **Drawings Submitted During the Contract Term**

Where Contractor is required to develop, maintain and deliver diagrams or other technical schematics, Contractor shall do so on an ongoing basis at no additional charge, and must as a condition of payment update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to ITS's representative in Visio 2000 format (or latest version).
- C. **Accuracy of Drawings Submitted**

All drawings/plans shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such drawings/plans shall not relieve the Contractor from responsibility for errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, Services or installation, or carrying out any other requirements of the intended scope of work.

**Section 2.12 Ethics Compliance**

Bidders/Contractors, their officers, employees, agents and subcontractors (if any) must comply with the requirements of Public Officers Law §73 and 74, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. See RFP, **Appendix B, NYS Ethics Compliance**.

In signing its Proposal, Bidder certifies full compliance with those provisions and certifies that for future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees under this RFP or the Contract, Bidder/Contractor, its officers, employees, and subcontractors, if any, will comply with such provisions. Failure to comply with those provisions may result in disqualification from the procurement process, termination of the Contract, and/or other civil or criminal proceedings as required by law.

**Section 2.13 Use & Release of Bidder Submissions**

All materials submitted by the Bidder become the property of the State and may be returned at its sole discretion. Submissions may be reviewed and evaluated by any person, other than one associated with a competing Bidder, designated by ITS. The State of New York is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, or for any work performed prior to the execution of the Contract. To the extent permitted by law, the contents of Bidder Proposals shall not be disclosed, except for purposes of evaluation, prior to approval of the Contract by the Comptroller of the State of New York. Selection or rejection of any proposal does not affect these rights.

**Section 2.14 Notification of Intent to Award**

The successful Bidder(s) will be advised of selection by the State through the issuance of a formal written correspondence indicating proposed award. All Bidders shall be notified of the selection or rejection of their Proposals.

**Section 2.15 News Releases**

News releases relating to this RFP, selection or rejection, or the Contract(s) shall not be made by any Bidder or its agent without the prior written approval of ITS.

## SECTION III. MANDATORY SUBMISSIONS

### BIDDER NOTICE

Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.

Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the ITS as an excuse for any failure or omission to fulfill every detail of all the requirements of the documents governing the work.

Any Contractor in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to the ITS Solicitation Contact referenced in RFP, Section 2.01, a written request for an interpretation thereof. If a major change is involved on which all Bidders must be informed, such request for interpretation shall be delivered, in writing, by the deadline for the submission of Bidder Questions stated in RFP, Section 1.06. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each Bidder.

Any addendum issued during the time of competitive procurement shall be included in the RFP and in closing a contract will become a part thereof.

Any verbal information obtained from or statements made by representatives of the ITS at the time of examination of the documents or site shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued in writing to all Contractors shall become a part of the contract. The ITS will not be responsible for verbal instructions.

This RFP is comprised of pages numbered sequentially. If it is determined that a page(s) is missing or otherwise defective, the Bidder must contact ITS immediately so that a corrected copy can be issued to the Bidder. Incomplete bids which may be a result of a defective or incomplete RFP will be subject to disqualification. It is the Bidder's responsibility to ensure that all pages have been included in the RFP received.

### **THE SUBMISSIONS REQUIRED IN THIS SECTION III AS SET FORTH BELOW ARE MANDATORY.**

Proposals must be physically submitted in accordance with the instructions listed below and may not be submitted by phone, email or facsimile. The Proposal must contain two parts:

- Part I   Administrative Proposal   (Section 3.01)**
- Part II   Technical Proposal       (Section 3.02)**

### Section 3.01 Administrative Proposal

This section of the RFP sets forth the requirements for the Bidder's Administrative Proposal submission, including the mandatory requirements that a Bidder must satisfy in order to be eligible for selection. Any Bidder that fails to satisfy one or more of the Administrative Proposal submission requirements may, at the sole discretion of ITS, be deemed non-responsive and/or non-responsible and eliminated from further consideration.

The Bidder's Administrative Proposal shall respond to all of the following sections as set forth below in the order and format specified and using the forms set forth in the RFP. BIDDER SHALL NOT INCLUDE ANY COST INFORMATION IN THE BIDDER'S ADMINISTRATIVE PROPOSAL. Inclusion of Cost information in the Administrative Proposal will result in the Proposal's disqualification.

The *Administrative Proposal* must contain the following information, in the order enumerated below:

**A. Submission Instructions**

The Bidder must respond to all of the mandatory sections of the *Administrative Proposal* in the specified format set forth in RFP, **Appendix F**. The *Administrative Proposal* must be furnished in hard copy, with electronic version in Microsoft Word, Excel, Project and Visio 2000 and/or Adobe Acrobat, as applicable. In the event of a discrepancy, the hard copy shall govern.

**B. Formal Offer Letter:** At this part of its Administrative Proposal, the Bidder must submit a formal offer in the form of the "**Administrative Proposal - Formal Offer Letter**" as set forth in Appendix F, Part 1. The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Bidder in its offer to the State. The letter must **provide that the proposal will remain open for a minimum of 365 days after the proposal due date or until a Contract is executed, whichever is later**. Each of the two copies of the Bidder's Administrative Proposal marked "ORIGINAL" requires a letter with an original signature; the remaining copies of the Bidder's Administrative Proposal may contain a photocopy of the formail offer letter with an original signature.

(Note: Any exceptions to said terms and conditions must be identified as Extraneous Terms pursuant to RFP, § 2.09)

**C. Bidder Eligibility Requirements:** In this part of its Administrative Proposal, the Bidder must submit a completed Bidder Attestation Form in the form set forth in Appendix F, Part 2, entitled "**Bidder Qualification Certification**."

**D. Bidder Responsibility Certification & Questionnaire**

At this part of its Administrative Proposal, Bidder must submit an executed **Bidder Responsibility Certification & Questionnaire in the form set forth in RFP, Appendix F, Part 3**. A person legally authorized to bind the entity submitting the bid must execute the certification.

**E. Conflicts of Interest Disclosure**

At this part of its Administrative Proposal, the Bidder shall include an affirmative statement in the form set forth in **RFP, Appendix F, Part 4**, that, at the time of bid, Bidder knows of no factors existing at time of bid submission or which are anticipated to arise thereafter, which would constitute a potential **conflict of interest** in successfully meeting the contractual obligations set forth herein, including but not limited to:

No potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations; and

No potential conflicts in the sequence or timing of the proposed award under this RFP relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder to other projects.

**Section 3.02 Technical Proposal**

**A. Submission Instructions**

The Bidder must respond to all of the mandatory sections of the *Technical Proposal* in the specified format set forth in RFP, **Appendix G**. The *Technical Proposal* must be furnished in hard copy, with electronic version in Microsoft Word, Excel, Project and Visio 2000 and/or Adobe Acrobat, as applicable. In the event of a discrepancy, the hard copy shall govern.

**B. Organizational Overview**

At this part of its Technical Proposal, the Bidder must provide a brief corporate/business history including a general mission statement, number of employees, and other general information about the firm in format as set forth in **Appendix G, Part 1 – Organizational Overview**. The Bidder must provide evidence that it has maintained an organization capable of performing the Services hereinafter described, in continuous operation for at least the past three (3) years. Each Bidder must also, provide a statement of previous experience that qualifies the Bidder, and the employees and/or subcontractors (personnel) the Bidder proposes to use, to provide the Services.

In addition, the Bidder must specify its agreement to and explain, as applicable, how it will:

- a. Maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities including monitoring and completing of deliverables, invoicing, billing, and personnel issues.
- b. Provide for normal day-to-day communications and maintain a Contractor Sole Point of Contact as necessary for proper communication and performance of all contractual responsibilities. Bidder shall supply all contact information for its Contractor Sole Point of Contact.
- c. Attend meetings as needed relating to Contract performance.
- d. Cooperate fully with the State's staff, its advisors, and any other contractors and/or subcontractors who may be engaged by the State relative to the Services.
- e. Recognize and agree that any and all work performed outside the scope of the Services as set forth in the Contract, shall be deemed by the State to be gratuitous and not subject to charge by the Contractor.

**C. Project References**

At this part of its Technical Proposal, Bidder must provide information that demonstrates that the Bidder can successfully undertake and complete the Lot Group Services for which a bid is submitted pursuant to this RFP. To this end, Bidder must provide a **minimum of three** (maximum of five) prior and/or current project experience(s) (hereinafter "Project Reference") in the form contained in RFP, **Appendix G, Part 2 – Project References**.

**Note that this requirement is for a minimum of three and a maximum of five references total, NOT a minimum of three/maximum of five per Lot Group bid.**

Project References should reflect the Bidder's ability to provide services similar in scope and complexity to that as set forth herein this RFP. The Bidder shall be solely responsible for providing contact names and phone numbers for each Project Reference that is readily available to be contacted by the State during the hours of 9:00AM through 5:00PM EST. If more than three (3) references are provided, ITS will attempt to conduct reference checks with only the first three (3) references provided. If ITS is unsuccessful in contacting one or more of the first three (3) references, ITS will attempt to conduct a reference check of the fourth reference, and, if required, the fifth reference in an attempt to conduct at least three (3) reference checks of the Bidder.

**D. Bidder Lot Response Form**

At this part of its Technical Proposal, the Bidder must, for each Lot Group for which Bidder is seeking qualification, fully complete items 1 through 14 on the applicable **Bidder Lot Response Form** as set forth at **Appendix G, Part 3**. Bidder may propose multiple products for one lot.

The State understands that Bidders may submit a Proposal for certain Lot Groups only and perhaps only for certain geographic areas.

If Bidder is not seeking qualification for a particular Lot Group at this time, Bidder should so note at the top of the applicable form and only include that page.

Please also refer to **Appendix G, Part 3 – Instructions and Assumptions** for additional information regarding preparation of Bidders' responses to the specific items noted in **Appendix G, Part 3**.

(Note: In regard to the Not-to-Exceed Pricing proposed by the Bidder in response to **Appendix G, Part 3, Item 8**, Bidders are hereby notified that Contractors, when responding to a Service Request for a given Lot Group circuit, will not be permitted to propose pricing higher than the Contractor's Not to Exceed Price for that Lot Group. The Contractor may, however, propose a Price lower than its Not to Exceed Price. (Bidder's are advised to refer to **Appendix G, Part 3 – Instructions and Assumptions** for additional information concerning Not-to Exceed Pricing.)

**E. Network Access Points (NAPs)**

At this part of its Technical Proposal, Bidder must, in the format provided in **Appendix G, Part 4 - Network Access Points (NAPs)**, include a description of how Services will be delivered to NAPs and propose which two (2) NAPs the Bidder is proposing to connect to (see **RFP, Appendix I** for NAP locations). In addition, Bidders should refer to the following information in preparing their response:

**E.1 Primary NAP Access Link**

The Primary Access Link (PAL) is a high capacity link, connecting the Network Access Point (NAP) to the Contractor's network. Most circuits ordered under this RFP will be brought back to NAPs. A list of Network Access Points is included in RFP, **Appendix I**.

The Bidder must describe where and how connections will be made to the State's NAP locations for facilities that are appropriate for all the services being proposed, as described in **Lot Groups 1 through 12 in RFP, Section 1.05**. Contractor connection to two NAPs is required for diversity and Contractors will not be permitted to directly charge the State for any recurring or non-recurring charges for the two NAP connections under the Contract. Contractors will be solely responsible for the recovery, if any, or their costs associated with installing, providing, and maintaining the two NAP connections. Bidders are to choose which two NAPs they propose to connect to. If additional access links are desired, they can be negotiated between the State and Contractor. The State prefers that the PAL interface to the State be provided as Ethernet, for all services that can be delivered this way. Upon contract award, PAL locations and installation time frames must be agreed to by the ITS.

Contractor will not be obligated to install these facilities until there is a need for its use as a result of the contractor being selected to provide a circuit in response to a Service Request.

## **E.2 Other Service Requirements**

In addition to the State's Network Access Point access requirements, there is also the need for the Contractor to furnish a wide range of communications service offerings to support the day-to-day operational requirements of ITS. It is expected that the Contractor will be responsible for engineering, provisioning, operations, and maintenance of all associated facilities and equipment required supporting the services required in this RFP.

These associated facilities include, but are not limited to, the following:

- All facilities such as copper, fiber optic, and coaxial cable and wireless required to deliver the service to a customer designated demarcation point. Contractors may be required to extend a traditional building demarc to satisfy a customer's requirement. This will be coordinated via requests to the Contractor for specific Time and Materials quotes.
- All electronic or passive devices used to equalize or amplify the signals.
- Any electronic equipment such as fiber/copper multiplexers.
- All bridging equipment required for analog multi-point private lines.
- All bridging or DACS equipment required for Digital Data Service.
- All line equipment utilized in support of services as required.
- Any Rights of Way, permits, or easements necessary to build.
- Any and all master clocking necessary to support Digital Data Service and other high capacity services.

The Contractor must possess the necessary skills and will perform an engineering review of the NYeNet Network Access Points as they relate to the provisioning of local circuits of all types being proposed. This analysis will extend to a proposed plan for the provisioning, aggregation and delivery of all proposed types of circuits in the variety of bandwidth configurations proposed, to the NYeNet NAPs. The Contractor must provide engineering level support throughout the term of the contract to assist the State in identifying and recommending any necessary Network modifications, or potential new technology solutions, that the State should implement in order to provide an improved level of service and availability to the users of the NYeNet.

## **F. Network and NYeNet Management**

At this part of its Technical Proposal, Bidder must, in the format provided in **Appendix G, Part 5 - Network and NYeNet Management**, describe the Bidder's ability to perform Network and NYeNet Management. Bidders should refer to the following information in preparing their response:

This is a critical part of measuring compliance to a predefined and mutually developed Service Level Agreement between the State, its partners and the awarded access Contractor(s). Responses should provide a detailed explanation of the methodology that will be used to monitor the various components and technologies on the Network, defining the boundaries for physical layer, and link layer fault management where appropriate. Bidders should also describe how this information will be made available to the State and its partners. (Note: The State prefers Web based or online access to Network management information, as well as the ability to generate hard copy reports.) Bidders shall include a sample of the types of real time and periodic reports that would be made available.

Prospective Bidders must detail the escalation procedures and time frames that will be used by ITS and NYeNet NOC staff including the names, titles and telephone numbers of Contractor's operational support and management personnel.

## **G. Maintenance and Trouble Reporting**

At this part of its Technical Proposal, Bidder must, in the format provided in **Appendix G, Part 6 - Maintenance and Trouble Reporting**, describe their ability to perform Maintenance and Trouble Reporting. Bidders should refer to the following information in preparing their response:

### **1. Network Operations Center**

The Contractor must have a fully staffed (7x24x365) Network Operations Center for trouble reporting purposes. ITS requires that Contractor's NOC be capable of receiving trouble reports 24 hours/day, 7days/week, 365 days/year.

## 2. Maintenance and Trouble Reporting Requirements

**\*\* IN RESPONDING TO EACH OF THE ITEMS SET FORTH BELOW, BIDDERS ARE REQUESTED TO SEPARATELY DISTINGUISH AND CATEGORIZE ANY FEATURES UNIQUE TO A GIVEN LOT GROUP(S), ASSUMING THE BIDDER IS SEEKING TO BE QUALIFIED FOR MULTIPLE LOT GROUPS \*\***

- a) Please provide your organization's trouble reporting procedures for ITS. Describe your capabilities and support that will be provided.
- b) Bidder must identify and detail the trouble reporting procedures tracking and resolution for service.
- c) Contractor must provide monthly summary report for closed trouble tickets including circuit numbers affected, ticket numbers, reported trouble, open/closed circuits, trouble resolution and duration.
- d) Routine maintenance and scheduled non-routine maintenance that is reasonably expected to produce any signal discontinuity shall be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6 a.m. EST. Contractor will avoid performing any maintenance between 6 a.m. and 10 p.m. EST, Monday through Friday, inclusive, which would disrupt the continuity or performance level of the dark fibers.

## SECTION IV. BID EVALUATION/AWARD AND SERVICE REQUESTS/ORDERS

### Section 4.01 Overview of Proposal Evaluation/Process

Bidders' Proposals will be reviewed by ITS in accordance with the evaluation methods and procedures described in Section 4.02 of the RFP. Pursuant to Article XI of the State Finance Law, the basis for award shall be **Best Value**, as defined in New York State Finance Law, Article 11. ITS shall make multiple awards as authorized by State Finance Law, Section 163.10(c) and, at the time a Service is needed to be secured, the basis for selection among the multiple Contractors shall be the most practical and economical alternative and shall be in the best interests of the State. Furthermore, the actual Price to be paid by ITS shall be established at the time a Service is needed to be secured and in accordance with the procedures set forth in Section 4.03 below.

### Section 4.02 Evaluation and Contract Award

#### 1. 1st Level: Pass/Fail Screening

Each Proposal will be evaluated on a pass/fail basis for completeness and responsiveness to the requirements stated in the RFP for each Lot Group bid. Bidder's Not-to-Exceed Price that is either tariff or at or below commercial list price will be presumed to be reasonable. If Bidder checks that Bidder's Not-to-Exceed Price is neither tariff nor at or below commercial list price, a determination that a Bidder's Not-to-Exceed Price for a given Lot Group is not reasonable, may result in the disqualification of that Bidder for consideration of an award for that Lot Group.

#### 2. 2nd Level: Award

ITS will award a contract for one or more Lot Groups to those Bidders who have submitted a Proposal passing the 1st Level Pass/Fail Screening for such Lot Groups. ITS expects to award multiple contracts in all twelve (12) Lot Groups.

#### 3. State Rights and Prerogatives:

- a) The State reserves the right, at any time prior to contract execution, to modify or withdraw the RFP in whole or in part.
- b) The State reserves the right to, at any time prior to contract execution, accept or reject any and all Proposals, or separable portions of Proposals, and waive minor irregularities and/or omissions in Proposals if the State determines the best interests of the State will be served.
- c) The State, in its sole discretion, may accept or reject illegible, incomplete or vague Proposals and its decision shall be final.
- d) The State reserves the right, during the evaluation process, to seek clarification information from a Bidder for the purpose of assuring ITS's full understanding of the Bidder's responsiveness to the RFP requirements. This clarification information must be submitted in writing in accordance with formats as prescribed by ITS at the time said information is requested and, if received by the due date set forth in the ITS request for clarification, shall be included as a formal part of the Bidder's Proposal. Failure to provide required information by its associated due date may result in rejection of the Bidder's Proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon ITS to seek or allow clarifications as provided for herein.
- e) The State reserves the right to seek revisions from all Bidders determined to be susceptible of being selected for contract award.
- f) The State reserves the right to eliminate mandatory requirements unmet by all Bidders, or to negotiate additional terms and conditions in the Contract which are to the State's advantage.

- g) The State reserves the right to amend the RFP. If it becomes necessary to revise any part of the RFP, addenda will be provided to all prospective Bidders that were sent a copy of the RFP.
- h) The State reserves the right to enter into a Contract with any and/or all Bidders eligible and capable of receiving a contract award.
- i) The State reserves the right, for the purpose of ensuring the completeness and responsiveness of Proposals, to analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Bidder's technical and pricing assumptions.
- j) The State reserves the right to use the following in the course of evaluation and selection under this RFP: (i) Proposals; (ii) information obtained through ITS's investigation of Bidder(s), including, but not limited to, past performance and proposed staff qualifications, experience and ability; (iii) Bidders' financial standing; (iv) any information pertinent to the bid evaluation which may be obtained or received by the State; (v) and any material or information submitted by the Bidder(s) in response to any ITS requests for clarifying information.
- k) The State reserves the right to disqualify any Bidder whose conduct and or Proposal fails to conform to the requirements of the RFP.
- l) The State reserves the right to solicit and consider additional Vendors and new Lot Group proposals from then existing Contractors pursuant to provisions of RFP §1.07.
- m) Bidders are hereby notified and agree that a contract award under via the RFP does not guarantee any business or any particular volume of business.

**Section 4.03 Service Requests and Service Order – Determination of Most Practical and Economic Alternative**

- A. When ITS determines that a particular Lot Group Service(s) is/are needed, ITS will undertake the process described herein to secure said Service(s).

ITS will inform those Contractors awarded a contract for the subject Lot Group(s) that a required Service is sought by ITS through the issuance of a Service Request. The Service Request will be issued only to those Contractors that hold a contract in the given Lot Group(s). In order to be eligible to respond to a given Service Request, the Contractor must hold a contract in the particular Lot Group(s) from which the Service is being sought. The Service Request will apprise the Contractors of 1) the particular circuit sought and all specifics and special circuit requirements, including the term for the required circuit (e.g., month-to-month), and, 2) the manner by which the most practical and economical alternative will be determined, 3) the method by which the Price shall be established, and the process by which the Price is to be furnished (e.g., paper, electronic, via an online application), and 4) the time frame during which the Price must be provided.

- B. .The State will select the most practical and economical alternative and issue a Service Order as follows:

- a) Price  
Each Contractor who receives a Service Request will submit a Price submission by hard copy paper, electronically, or at the sole discretion of ITS, via an online application. In responding to a Service Request, the Contractor cannot submit a Price that exceeds the Contractor's Not to Exceed Pricing for the particular Lot Group sought; however, Contractor(s) may propose a Price which is less than the Contractor's Not-to-Exceed Pricing. Any Contractor submitting a Price that exceeds the Contractor's Not to Exceed Pricing will be considered non-responsive.

- b.. Pass/Fail Screening  
Contractor's Price submission will be evaluated on a pass/fail basis for timeliness, completeness, and responsiveness to the requirements stated in the Service Request.

Responses that do not pass this Pass/Fail Screening shall be deemed non-responsive and removed from further consideration for that solicitation.

- c) Determination of Most Practical and Economical Alternative  
As of close of the submission time frame, ITS will issue a proposed selection notice for the circuit to that Contractor who passes the Pass/Fail Screening and whose submission represents the lowest Price or lowest Cost, as indicated in the Service Request. All respondents to a Service Request will be notified of the proposed selection, whether selected or not. Bidders are advised and Contractors agree that proposed selections are not final until and unless ITS subsequently issues a Service Order with the selected Contractor.

**C. .State Rights and Prerogatives:**

- a) The State reserves the right to, at any time prior to issuing a Service Order, modify or withdraw a Service Request or not issue a resulting Service Order.
- b) The State, in its sole discretion, may accept or reject illegible, incomplete or vague Price submissions and its decision shall be final.
- c) Should the Contractor initially selected fail to fulfill a Service Order within the timeframe established in the Service Order, the State reserves the right to issue a replacement Service Order with the next lowest Cost or lowest Price, as applicable, Contractor capable of fulfilling the Service Order. In such cases, the initially selected Contractor shall be obligated to reimburse ITS for the difference between its Price and that of the next Lowest Cost or Lowest Price, as applicable, Contractor.
- d). For diversity purposes, the State reserves the right to deem an otherwise qualified Contractor ineligible to respond to a given Service Request or to make an award to the two lowest Cost or lowest Price, as applicable, Contractors.

**Section 4.04 Release of Proposal Evaluation Materials**

Requests concerning the evaluation of Proposals may be submitted in writing under the Freedom of Information Law. Information shall be released as required by law after contract award. After contract award, written requests for release of evaluation materials should be directed to:

New York State Office of Information Technology Services,  
**ATTENTION – FOIL Officer,**  
State Capitol  
P.O. Box 2062  
Albany, New York 12224.

Subsequent to contract award, Bidder debriefings will be scheduled at the State's convenience upon request.

## SECTION V. TERMS & CONDITIONS: GENERAL

The Procurement, the Bidder's Proposal and the contract award that results from this Procurement are subject to and incorporate the following terms and conditions. Additionally, the agreement that results from the Procurement ("Contract") between the ITS and the selected Bidder ("Contractor"), collectively hereinafter referred to as the Parties shall substantially contain the terms and conditions set forth herein this Section 5 of the RFP:

### Section 5.01 Contract Term

The term of the Contract shall commence upon the approval of the Contract by the Office of the State Comptroller of the State of New York ("OSC" or "Comptroller"). The Contract shall end on **December 31, 2016**.

The State reserves the right to renegotiate the terms and conditions of the Contract in the event applicable New York State or Federal laws, statutes, rules, regulations, policies and/or guidelines are altered from those existing at the time the Contract is approved by the Comptroller in order to be in continuous compliance therewith. The Contract is subject to amendment only upon mutual consent of the Parties, reduced to writing and approved by the State's Attorney General and Comptroller.

### Section 5.02 Executory Provision/Contract Formation

The State Finance Law of the State of New York, Section 112, requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount be first approved by the Comptroller before becoming effective. Execution by the successful Bidder shall not be deemed final execution of the Contract. The Parties recognize that the Contract is wholly executory until and unless approved by the Comptroller. The Contract will be deemed executed upon, and will not be considered fully executed and binding until, receipt of approval by the New York State Attorney General and the Comptroller. The State of New York is not liable for any cost incurred by the Contractor in preparation for or prior to the approval of an executed contract by the Comptroller. Additionally, no cost will be incurred by the State for the Contractor's participation in any pre-contract approval activity.

### Section 5.03 Governing Law

The laws of the State of New York shall govern the RFP and the Contract. Actions or proceedings arising therefrom shall be heard in a court of competent jurisdiction in the State of New York. The terms of Appendix A, *Standard Clauses for New York State Contracts*, are expressly incorporated in the RFP and the Contract. In the event of an inconsistency in or conflict between a term contained in the attached APPENDIX A and other terms of this Contract, such inconsistency or conflict shall be resolved by giving precedence to the term contained in the attached APPENDIX A.

### Section 5.04 Integration, Merger & Order of Precedence

The Contract shall be comprised of:

- a) A document to be signed by the Parties subsequent to contract award (the "Base Contract") which may include final clarifications or terms agreed to by the Parties;
- b) ITS **Request for Proposal No. 12-01**, entitled, "**NYeNet Access Services on Behalf of ITS and its Customers: Release Four**," including any amendment(s) thereto;
- c) Contractor's Proposal;
- d) Service Orders placed with the Contractor under the Contract as a result of the Contractor's selection to a Service Request(s), if any.

In the event of an inconsistency in or conflict among the documents listed below, such inconsistency or conflict shall be resolved by giving precedence to the documents in the order indicated:

1. First: Appendix A (Standard Clauses for All NYS Contracts);
2. Second: Service Order(s), if any, issued under the Contract;
3. Third: Any Amendments to the Base Contract;
4. Fourth: The Base Contract;
5. Fifth: ITS Request for Proposal No. **12-01**, entitled, "**NYeNet Access Services on Behalf of ITS and its Customers: Release Four**," including any amendment(s) thereto; and
6. Sixth: Contractor's Proposal.

Only documents expressly enumerated above shall be deemed a part of the Contract, and references contained in those documents to additional Contractor documents not enumerated above, shall be of no force and effect.

All prior agreements, representations, statements, negotiations and undertakings are superseded. All statements made by the State shall be deemed to be representations and not warranties.

The terms, provisions, representations, and warranties contained in the Contract shall survive performance hereunder.

#### **Section 5.05 Not to Exceed Pricing**

The references to tariffs in this section are for the sole purposes of establishing a benchmark for Not-To-Exceed Pricing. Nothing in this section shall be deemed or construed to incorporate any tariff, or any part of any tariff, into the Contract.

- A. Lot Group Services Subject to Tariff. To the extent that the Services for which the Contractor has submitted a Proposal are services subject to tariff regulation, or if such Services become subject to tariff regulation during the term of the Contract, the Contract shall be considered by the Parties as an ICB (Individual Case Basis) agreement governing such Services.

For each Lot Group for which Contractor has received a contract award, Contractor's Not-To-Exceed Pricing for New York State intrastate and interstate Services shall be equal to or lower than its lowest New York State or interstate tariff pricing for such Services, respectively. Contractor shall promptly comply with any and all requests from ITS for documentation of tariff pricing.

a) Increase in Tariff Price During Contract Term.

If Contractor's Tariff pricing is increased as the direct result of actions of the governing regulatory or judicial body with proper jurisdiction that are not initiated by the Contractor:

- (i) To the extent that Contractor's Not-To-Exceed Pricing is equal to its Tariff pricing, Contractor may, subject to ITS approval, increase its Not-To-Exceed pricing to an amount equal to the increased tariff pricing;
- (ii) To the extent that Contractor's Not-To-Exceed Pricing is less than its Tariff pricing, Contractor may not increase its Not-To-Exceed Pricing.

b) Reduction in Tariff Price During Contract Term.

Contractor shall notify ITS in writing within 30 calendar days of the effective date of a reduction in its Tariff pricing during the Contract Term. If Contractor's Tariff pricing is reduced:

- (i) To the extent that Contractor's Not-To-Exceed Pricing is equal to its Tariff pricing, Contractor's Not-To-Exceed Pricing shall, at ITS's sole option, be reduced to an amount equal to the reduced Tariff pricing;
- (ii) To the extent that Contractor's Not-To-Exceed Pricing is less than its Tariff pricing but greater than the reduced Tariff pricing, at ITS's sole option, Contractor's Not-To-Exceed pricing shall be reduced to an amount equal to the reduced tariff pricing;
- (iii) To the extent that Contractor's Not-To-Exceed Pricing is (i) less than its Tariff pricing and (ii) less than the reduced tariff pricing, Contractor may not increase its Not-To-Exceed Pricing.

c) Services No Longer Subject to Tariff Regulation (Detariffing).

If, during the Contract term, the Services are no longer subject to tariff regulation, Contractor's Not-To-Exceed Pricing at the time of detariffing shall continue to be its Not-To-Exceed Pricing.

d) Services Which Become Subject to Tariff Regulation During the Contract Term.

If Services not subject to tariff regulation at the time of contract award become subject to tariff regulation during the term of the contract, Contractor's Not-to-Exceed Pricing shall be the lower of its pre-tariff Not-to-Exceed Pricing or the Tariff pricing.

- B. Lot Group Services Not Subject to Tariff.** In the event that Services for which the Contractor has submitted a Proposal are not subject to tariff regulation at the time of submission, Contractor shall detail to the satisfaction of ITS all of the pricing assumptions, variable and invariable factors and calculations that the Contractor would use and upon which the Bidder would calculate Not-To-Exceed pricing. Bidder must also positively affirm that submitted Not to Exceed Pricing is at or below commercial list price.
- C.** Not-to-Exceed Pricing, and Price(s) proposed when responding to a Service Request, shall be inclusive of any and all direct and indirect costs, including, but not necessarily limited to: all administrative, reporting or other requirements; all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. and services not explicitly stated in the RFP, but necessarily attendant thereto; all overhead costs, fees and profit; and any taxes, fees or surcharges which the State is required by law to pay.

**Section 5.06 Contractor**

**A. Responsibilities**

The Contractor is responsible for providing Services in accordance with the specifications set forth in this RFP and Contractor Service Orders, and for meeting all Contract obligations set forth in the Contract, including all exhibits, and any subsequent amendments to the Contract.

**B. Qualifications**

Contractor acknowledges that the Contract is being entered into by the State in reliance on Contractor's representations concerning the particular qualifications, experience, management and technical expertise of the Contractor and its personnel, and pricing.

**C. Substantial Change in Contractor Status**

Throughout the Contract term and any extensions, in addition to the requirements of NYS Finance Law §138 (requiring the State's approval of subcontractors), the Contractor shall, in the event that there is a substantial change, as defined below, in the ownership or financial viability of the Contractor, its Affiliates, subsidiaries or divisions, or partners, provide notice and details of any such change to the State in writing immediately when such is first known by Contractor, its Affiliates, subsidiaries or divisions, or subcontractors.

"Substantial" change shall refer to, sale, acquisitions, mergers or takeovers involving the Contractor, its Affiliates, subsidiaries or divisions or partners which result in a change in the controlling ownership or assets of such entity after the submission of the Proposal; or entry of an order for relief under Title 11 of the United States Code; the making of a general assignment for the benefit of creditors; the appointment of a receiver of Contractor's business or property or that of its Affiliates, subsidiaries or divisions, or partners; or action by Contractor, its Affiliates, subsidiaries or divisions, or partners under any state insolvency or similar law for the purposes of its bankruptcy, reorganization or liquidation; or court ordered liquidation against Contractor, its Affiliates, subsidiaries or divisions, or partners.

Upon the State's receipt of such notice, the State shall have thirty (30) business days from the date of notice to review the information. The Contractor may not transfer the Contract to or among Affiliates, subsidiaries or divisions or partners, or to any other person or entity, without the express written consent of the State. In addition to any other remedies available at law or equity, the State shall have the right to cancel the Contract, in whole or in part for cause if it finds in its sole judgment that such material substantial change adversely affects the delivery of Project Services or is otherwise not in the best interests of the State.

**D. Vendor Responsibility**

It shall be a requirement of this Contract that Contractor continue to be a responsible offerer, within the meaning of the State Finance Law, relevant case law and applicable guidelines, throughout the term of the Contract and any extensions. Upon request by ITS, Contractor shall

**update the information provided in the Vendor Responsibility Questionnaire submitted with its Proposal within ten (10) business days of such request.**

**Section 5.07 Contractor Personnel**

- A. It shall be understood that the Contractor is an independent contractor, and the Contractor, its officers and employees, subcontractors, and agents, in the performance of the Contract, shall act in an independent capacity and not as officers or employees of the State.
- B. All Contractor officers and employees, subcontractors or agents performing work under the Contract must meet or exceed the technical and training qualifications set forth in the RFP or the Proposal, whichever is higher, and must comply with all security and administrative requirements of ITS. ITS reserves the right to conduct a **security background check**, including **fingerprinting**, or otherwise approve any employee or agent furnished by Contractor or its subcontractors. If ITS elects to require fingerprinting, ITS shall arrange for the scheduling of such fingerprinting activities, and Contractor shall bear the expense and pay the cost of such fingerprinting, either directly or by reimbursing ITS for such expense through a credit against Contractor's invoice. ITS in its sole discretion reserves the right to reject or bar from any ITS facility any employee or agent of the Contractor or its subcontractors. Such action by ITS shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms.
- C. Contractor shall comply with all ITS requests and requirements related to reporting under §163(4)(g) of the New York State Finance Law. Furthermore, all subcontracts entered into by Contractor for purposes of performing the Contract shall contain a provision whereby subcontractors agree to comply with ITS requests and requirements related to reporting under §163(4)(g) of the New York State Finance Law. Reports filed pursuant to this section shall be available for public inspection and copying under the provisions of the Freedom of Information Law (FOIL).

**Section 5.08 Notice to State**

The Contractor shall immediately notify the State upon learning of any situation that can reasonably be expected to adversely affect the delivery of Services under the Contract. If such notification is verbal, the Contractor shall submit to the State a written notice as required by § 5.34 describing the situation and a recommendation for its resolution within three (3) calendar days of learning of the situation.

**Section 5.09 Other State Contractors**

The Contractor shall cooperate and work in harmony with any other contractor that may be engaged by the State, as well as State or local government employees. The Contractor will interface with the State's other partners (chosen through other procurement processes) and other Contractors, to ensure smooth installation of existing Network components onto the new service Network, and the NYeNet. In addition, the Contractor must make a commitment for an ongoing working relationship with the State's partners for the purpose of continued system maintenance, as well as all required moves, adds, and changes.

**Section 5.10 Work Outside the Scope of the Contract**

Any work performed outside the scope of the Contract is at the Contractor's sole risk and expense, unless such work is authorized by a properly executed, Comptroller-approved written amendment to the Contract.

**Section 5.11 Cooperation with Investigations Audits and Legal Proceedings**

Upon request of ITS, the Contractor shall cooperate with the State in any investigation, audit, or other inquiry related to the Procurement or the resulting Contract or any litigation relating thereto at no cost to ITS or the State. This provision shall survive the termination of the Contract.

**Section 5.12 Insurance**

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall furnish ITS with Certificates of Insurance evidencing compliance with all insurance requirements contained in the Contract. Such Certificates shall be in form and substance acceptable to ITS.

Receipt and/or approval of Certificates of Insurance by ITS shall not diminish any of Contractor's

obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by ITS and/or the State of New York; shall be endorsed to provide that written notice be given to ITS at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policy or policies, which notice, evidenced by return receipt of United States Certified Mail, shall be sent to the ITS Project Manager. The insurance policy(ies) shall name the State of New York, its officers, agents, and employees as additional insured's there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number (CG 20 26 11 85). The additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of the Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply ITS with updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by the Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- A. Commercial General Liability Insurance** with a limit of not less than \$3,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 0001, or a substitute form providing equivalent coverage's and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
- B. Workers' Compensation, Employers Liability, and Disability Benefits** as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers' Compensation Act endorsement must be included. Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) require that ITS shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. The Contractor shall verify that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL using the **following forms**:

Worker's Compensation	Disability Benefits
<b>CE-200:</b> Certificate of Attestation of Exemption	<b>CE-200:</b> Certificate of Attestation of Exemption
<b>C-105.2:</b> Certificate of Workers' Compensation Insurance	<b>DB-120.1:</b> Certificate of Disability Benefits Insurance
<b>SI-12:</b> Certificate of Workers' Compensation Self-insurance	<b>DB-155:</b> Certificate of Disability
<b>GSI-105.2:</b> Certificate of Participation in Workers' Compensation Group Self-Insurance	

Further instructions and identification of the forms to be used as proof of compliance with the WCL are located at the following link: [www.wcb.state.ny.us](http://www.wcb.state.ny.us).

Any questions relating to either workers' compensation or disability benefits coverage should be directed to the New York State Workers' Compensation Board.

- C. Comprehensive Business Automobile Liability Insurance** with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- D. Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against ITS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against ITS or (ii) any other form of permission for the release of ITS.

**Section 5.13 Title & Legal Interests**

All intellectual property and proprietary rights in all Services provided by Contractor are and will be the sole and exclusive property of Contractor, and neither ownership nor title to any such property will pass to the State.

The State shall own the copies of any reports produced and furnished to the State by Contractor in providing Service, and the State is hereby granted, under Contractor's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify the reports for any lawful governmental purpose. The State may release copies of such reports, or parts thereof, in accordance with the NYS Freedom of Information Law and any order of a court of competent jurisdiction.

Contractor hereby grants to the State the non-exclusive, personal, and non-transferable right to use any items, other than the reports referenced above, which are produced and furnished to the State by Contractor in providing Services for any lawful governmental purpose. The State may release copies of such items, or parts thereof, in accordance with the NYS Freedom of Information Law and any order of a court of competent jurisdiction. Except as otherwise specified herein, no other right or license to or under any of Contractor's intellectual property rights is either granted or implied under the Contract.

The Contractor shall deliver to the possession of the State all Contract work-in-progress documentation as it becomes available, but in no case longer than thirty (30) days after creation.

**Section 5.14 Payment and Pricing**

Payments for Services shall be based on the rates set forth in the Contractor's selected Price for which the Contractor is selected to fulfill a Service Request, if any. Contractor shall invoice ITS for all work and Services monthly in arrears, together with appropriate invoices with full supporting detail(s) to ITS's reasonable satisfaction, which payments are due and payable within thirty (30) days after delivery of the invoice to ITS.

Correct and timely billing of Services is of the utmost importance to the State. Consistent and continual erroneous or untimely billing of Services, on the part of Contractors may result in the termination of the Contract for nonperformance.

The Contractor must adhere to a consistent monthly billing cycle for the Services provided. The Contractor shall submit no more than two invoices for all Services provided under a particular Lot Group, one invoice for intrastate and one invoice for interstate. The Contractor shall provide its monthly bill in "hard copy" paper and in electronic format that supports the entire invoice. This format must be agreed to by ITS. All invoices shall contain, at a minimum, the following characteristics:

- a) Services invoiced to be identified by Lot Group and ITS NYeNet circuit identification number;
- b) All MAC's (moves, adds, changes) occurring the previous month shall be listed at the front of the invoice separate from normal recurring circuits;
- c) Disconnects shall be listed separately following MAC's;
- d) All charges shall be unbundled, listing separate columns for each item (e.g., MRC, prorated charges, one-time charges, NYS surcharges, NYC surcharges); and
- e) Invoices must include Contractor circuit ID, address, billing dates, price and contract number.

ITS reserves the right to add to or modify the billing format during the term of the Contract and any amendments.

All Contractor invoices are to be mailed to:

NYS Office of Information Technology Services  
Finance Office  
State Capitol-ESP  
PO Box 2062  
Albany, NY 12220-0062

Any late charges which accrue on any payments due under the Contract shall be calculated in accordance with the provisions of Article XI-A of the New York State Finance Law.

Contractor agrees that charges for a newly installed circuit(s) shall not become due and owing until the associated circuit(s) has been tested and accepted by ITS.

Contractor further agrees to process a disconnect or cancellation order within two (2) business days of receipt. If the physical work cannot be processed within two business days, the Contractor agrees to cease billing for the Service cancelled or disconnected effective as of two (2) business days after receipt of the disconnect or cancellation order.

#### **Section 5.15 Warranties & Guarantees**

##### **A. Contract Deliverables**

Contractor warrants and represents that the Contract deliverables required by this Contract or any [Service Order, PRD, Scope of Work, etc.] shall be performed or provided in accordance with all the terms and conditions, covenants, statements and representations contained in this Contract and in any [Service Order, PRD, Scope of Work, etc.].

##### **B. Compliance With Laws**

Prior to award and during the Contract term and any extensions, Contractor must establish to the satisfaction of ITS that it meets or exceeds all requirements of the RFP/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by ITS.

Contractor warrants and represents that, throughout the term of the Contract and any extensions, and in the performance of obligations under the Contract, it will: (i) comply with all applicable laws, ordinances, rules and regulations of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees; and (iii) give all notices required by any laws, ordinances, rules and regulations of any governmental entity. Failure to do so may constitute grounds for ITS to terminate or suspend this Contract, in whole or in part, or to take any other action deemed necessary by ITS.

**C. Workmanship Warranty**

Contractor warrants and represents that all components or deliverables specified and furnished by or through Contractor under the Contract meet the completion criteria set forth in the Contract and any subsequent [Service Order, PRD, Scope of Work, etc.], and that services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards.

**D. Personnel Eligible for Employment**

Contractor warrants and represents that all personnel performing Services under this Contract are eligible for employment in the United States and shall remain so throughout the term of the Contract and any extensions. Contractor is solely responsible for ensuring such eligibility and Contractor shall establish to the satisfaction of ITS that it meets or exceeds this requirement and that it and its personnel meet any other applicable laws relating to eligibility for employment in the United States. Contractor shall provide such proof of compliance as is required by ITS.

**E. Product Performance**

Contractor warrants and represents that Products delivered pursuant to the Contract conform to the specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

**F. Product Warranty**

Contractor warrants and represents that unless ITS gives prior written consent to the use of recycled or recovered materials, equipment offered shall be standard new equipment, current model or most recent release of regular stock equipment with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall, individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Product Warranty Period"). During the Product Warranty Period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall, at the election of ITS, be repaired or replaced by Contractor at no cost or expense to the State. Contractor shall extend the Product Warranty Period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor or other third party manufacturer/developer markets any equipment delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product and Extended Warranty Period(s). Where such standard commercial warranty covers all or some of the Product Warranty or Extended Warranty Period(s), Contractor shall be responsible for the coordination during the Product Warranty or Extended Warranty Period(s) with other third

**G. Replacement Parts Warranty**

If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product

during the warranty period shall be borne solely by the Contractor, and the State or State shall in no event be liable or responsible therefore.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the State and guaranteed for the greater of: a) the warranty period under paragraph (D) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

#### **H. Survival of Warranties**

All warranties contained in the Contract shall survive the termination of the Contract.

**Limitations: THE WARRANTIES SET FORTH IN THE CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Misuse, accident, unsuitable physical or operating environment, modification or operation inconsistent with standard industry practice, or failure caused by a product for which Contractor is not responsible may void the warranties.**

#### **Section 5.16 Indemnification and Limitation of Liability**

Neither Party shall be liable for any delay or failure in performance resulting from a **Force Majeure Event, as defined in RFP, § 5.20**. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors, if any, and shall fully indemnify and save harmless the State and ITS from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, if any, without limitation; provided however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or negligent failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party proprietary right in relation to the Products furnished or utilized, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Director shall require. This paragraph shall not apply to that portion of any infringement claim which results from a material modification by ITS, without Contractor's approval, of any Product provided by Contractor pursuant to this Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability under the Contract for direct damages shall be limited to the greater of the following: (i) \$1,000,000 or (ii) two (2) times the amounts paid to the Contractor under the Contract during the 12 months of the contract term which precede the giving of notice of the claim by the State. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the Contractor to the State. Unless otherwise specifically enumerated herein, neither Party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the Party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State.

The State does not agree to any indemnification provisions that require the State to indemnify or save harmless Contractor or third parties.

#### **Section 5.17 Compliance with Laws**

The Contractor shall comply with all present and future applicable laws, codes, ordinances, statutes, rules and regulations with respect to any of the duties or responsibilities of the Contractor arising from the Contract, including but not limited to the Americans with Disabilities Act (42 USC Section 12101, et seq).

To the extent that ITS is the recipient of any federally funded monies relating to the procurement of services or products under the RFP and Contract, Contractor agrees to comply with all applicable federal laws, rules and regulations including but not limited to the following areas as further set forth at Chapters II and XXX of 7 CFR and 45 CFR Parts 74 and 95 relating to:

- a) Equal Employment Opportunity as set forth in federal Executive Orders 11246 and 11375 as supplemented by 41 CFR 60, and the nondiscrimination requirements of 45 CFR Parts 80, 84 and 90, and 7 CFR Parts 15, 15b and 15d..
- b) Copeland "Anti-Kickback Act" (18 USC 874 and 40 USC 276c) which provides that all contracts/subgrants greater than \$2,000 for construction or repair must have a provision requiring compliance with 18 USC 874 as supplemented by 29 CFR Part 3, which prohibit contractors or subrecipients from inducing by any means any person employed in construction, completion or repair of public work to give up any part of compensation to which they are otherwise entitled and that the recipient shall report all suspected/reported violations to the Federal awarding agency.
- c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) which requires all construction contracts awarded by recipients of more than \$2000 to comply with the Act as supplemented by USDOL Regulations 29 CFR Part 5 requiring all contractors to pay wages to laborers and mechanics at a rate not less than the minimum wage specified by the Federal Secretary of Labor, which wages shall be paid not less than once a week. The recipient shall place a copy of the federally specified wage (the "prevailing wage") in each solicitation and the award of a contract shall be conditioned upon acceptance of such a determination. The recipient must report all suspected/reported violations to the Federal awarding agency.
- d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) which requires, where applicable, that all construction contracts and other contracts involving employment of mechanics and laborers require compliance with 40 U.S.C. 327-333 as supplemented by USDOL Regulations 29 CFR 5 when said contracts exceed \$100,000, which references require that work in excess of 40 hours/week be recompensed at a rate at least 50% greater than the basic pay rate and that no work be required in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- e) Rights to Inventions Made under a Contract or Agreement- Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any in any resulting invention in accordance with 37 CFR Part 401 and any further implementing regulations issued by USDHHS or USDA.
- f) Ownership Rights in Software or Modifications Thereof – The State shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation, and the federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation, provided, however, that this sentence shall not apply to 'proprietary operating/vendor software packages' within the meaning of 45 CFR 95.617(c) and 7 CFR 277.18(l)(1)(iii).
- g) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), which require Contracts and subgrants in excess of \$100,000 shall require the recipient to comply with the Acts recited herein and that

violations must be reported to USDHHS and the appropriate Regional Office of the Federal Environmental Protection Agency.

- h) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- which requires that every contractor under a contract for more than \$100,000 and every tier of contractors or subcontractors thereunder shall file certification, as required, that said contractor will not and has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence any federal agency, member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or award covered by such Amendment. A contractor or subcontractor from any tier shall also disclose any lobbying with non-federal funds that takes place in conjunction with obtaining a federal award, which disclosure shall be forwarded up any applicable tiers to the recipient. (See also 45 CFR 93)
- i). Debarment and Suspension. (Federal E.O.s 12549 and 12689)- Certain contracts shall not be awarded to parties listed on the non-procurement portion of the U. S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689. (See 45 CFR 76.) Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- j) Contractor shall make positive efforts to assure that small businesses and minority and women owned business enterprises (M/WBEs) are utilized when possible as sources of supplies, equipment, construction and services. If any subcontracts are to be let, Contractor shall (1) include qualified small businesses and M/WBEs on solicitation lists; (2) assure that they are solicited whenever they are potential sources; (3) when economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small business and M/WBE participation; (4) where the requirement permits, establish delivery schedules which will encourage participation by small businesses and M/WBEs, and; (5) use the services and assistance of the New York State Department of Economic Development [(518) 292-5100 or Web Site [www.empire.state.ny.us](http://www.empire.state.ny.us)], the US Small Business Administration, the Office of Minority Business Enterprise of the US Department of Commerce and the US Community Services Administration, as appropriate.
- k) Contractor shall insure that the contract provisions specified in 45 CFR 74.48 are included in all subcontracts.

#### **Section 5.18 Suspension of Work**

ITS reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State or ITS. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on State spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the Contractor shall comply with the suspension order. Contractor shall be paid for services performed prior to suspension in accordance with the Contract. Activity may resume at such time as ITS issues a formal written notice authorizing a resumption of work.

#### **Section 5.19 Termination**

##### **A. For Convenience**

The State retains the right to cancel the Contract without cause, provided that Contractor is given at least thirty (30) calendar days' notice of the State's intent to cancel without penalty to the State or other early termination charges due and owing by the State. This provision should not be understood as waiving the State's right to terminate the Contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. In the event of cancellation without cause by the State, the State agrees to negotiate a payment based on time, materials and other documented expenses directly attributable to the Contract actually expended by Contractor.

##### **B. For Cause**

For any material breach or failure of performance of the Contract by the Contractor, the State may provide written notice of such breach or failure. The State may terminate the Contract if the Contractor does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power or remedy accruing to the State or ITS upon breach or default by the Contractor under the Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

If, due to default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under the Contract, the State shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State shall continue to be obliged to pay for any and all Services provided prior to any such date. If the State employs a third party to perform Contractor's obligations under the Contract, Contractor shall be liable for the payment of any cost differential that the State incurs as a result of having to employ such third party to cure or resolve the issue.

**C. For Violation of Procurement Lobbying Law**

ITS reserves the right to terminate the Contract in the event it is determined by ITS in its sole discretion that the certification filed by the Contractor in accordance with §139-j and/or §139-k of the New York State Finance Law was intentionally false or intentionally incomplete. Upon such finding, ITS may, at its sole option, exercise its termination right by providing 10 days written notification to the Contractor, or providing notice in accordance with other written notification terms in the Contract.

**D. For Suspension or Delisting of Contractor's Securities**

If the Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, if the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the State, in its sole discretion, may terminate the Contract in accordance with the Contract or exercise such other remedies as shall be available under the Contract, at law and/or equity.

**E. For Vendor Responsibility Related Findings**

ITS may, in its sole discretion, terminate the Contract if it finds at any time during the term of the Contract that the Contractor is non-responsible, or that any information provided in the Vendor Responsibility Questionnaire submitted with Contractor's Proposal was materially false or incomplete, or if the Contractor fails to timely or truthfully comply with ITS's request to update its Vendor Responsibility Questionnaire.

**F. Termination Notice**

Notices required by this section shall be delivered to the other party in writing, pursuant to Section 8.14.

**G. Termination Date**

Contract termination dates shall be determined as follows:

In the event a notice of termination is issued for convenience, the Contract termination date shall be deemed thirty (30) calendar days from the date notice is given as determined pursuant to Section 5.19(A).

Subject to ITS's right to shorten the thirty day period pursuant to paragraph (A) above, in the event a notice of termination is issued for cause, the Contract termination date shall be thirty (30) days from the date notice is given as determined pursuant to Section 5.19(B), or such other extended period of time as has been mutually agreed in writing by the Parties.

**H. Mitigation of Costs**

The Contractor shall not undertake any additional or new contractual obligations on or after the receipt of notice of termination without the prior written approval of the State. On or after the receipt of notice of termination and during the termination notice period, the Contractor shall take

all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligations as economically as possible for the State.

**Section 5.20 Force Majeure**

In the event that either Party is unable to perform any of its obligations under the Contract because of natural disaster, any act of God, war, civil disturbance, court order, or labor dispute, (hereinafter referred to as a "Force Majeure Event"), the Party that has been so affected shall immediately give notice to the other Party, and shall exercise every commercially reasonable effort to resume performance, and an extension of the time for performance shall be granted for a period to be agreed to in writing by the State and Contractor. Any delay in performance by either Party resulting from a Force Majeure Event shall not be considered a breach or default under the Contract.

**Section 5.21 Security, Non-Disclosure, Confidentiality & Press Releases**

The Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under the Contract. Contractor shall ensure that its officers, agents, employees and subcontractors, if any are fully aware of the obligations arising under this section and shall take all commercially reasonable steps to ensure compliance. The Contract may be terminated by the State for cause for a material breach of this section.

**A. Security Procedures & Employee Dishonesty:**

Contractor warrants, covenants and represents that it shall comply fully with all security procedures and policies of the State, including but not limited to fingerprinting, which procedures and policies are communicated to the Contractor by ITS during the performance of the Contract. Contractor shall hold the State harmless from any loss or damage to the State resulting from the violation by the Contractor, its officers, agents, employees, and subcontractors, if any of such security procedures or policies resulting from any criminal acts committed by such officers, agents, employees, and subcontractors, if any while providing Services under the Contract.

**B. Nondisclosure & Confidentiality**

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors, if any have access. This representation shall survive termination of the Contract. For purposes of the Contract, all State information of which Contractor, its officers, agents, employees, and subcontractors, if any becomes aware during the course of performing services for the State shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- a) information that is previously rightfully known to the receiving party without restriction on disclosure;
- b) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- c) information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor shall hold the State harmless from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such confidential information.

Upon the request of the State, employees of the Contractor and its subcontractors shall execute ITS's "**Nondisclosure Agreement**", a copy of which is in **Appendix H** to this RFP, either before or upon arrival at the work site or if in the sole discretion of ITS the employee(s) will otherwise have access to critical State facilities, networks, equipment, data or infrastructure. This requirement shall not apply to employees of the Contractor who are represented by an organization pursuant to a collective bargaining agreement with Contractor provided, however, that Contractor will advise such employees that they are to conduct themselves consistently with paragraphs I – XIII of the Non Disclosure Agreement.

**C. Press Releases**

Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval by the Director or his/her designee, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or Federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

**D. Public Information**

Disclosure of information related to this procurement and the resulting Contract shall be permitted consistent with the laws of the State of New York and specifically FOIL. ITS shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this procurement that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL, must be clearly marked and identified as such by the Contractor upon submission. If the Contractor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of FOIL. Acceptance of the identified information by ITS does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by ITS.

**E. Federal or State Requirements**

In the event that it becomes necessary for Contractor to receive Confidential Information, which Federal or State statute or regulation prohibits from disclosure, Contractor hereby agrees to return or destroy all such Confidential Information that has been received from the State when the purpose that necessitated its receipt by Contractor has been completed. In addition, Contractor agrees not to retain any Confidential Information which Federal or State statute or regulation prohibits from disclosure after termination of the Contract.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the protections of the Contract for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information. If Contractor elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the State accordingly. Contractor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

Contractor agrees that it shall immediately report to the State the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information of any New York State agency information directly to that New York State agency. The State may terminate the Contract if it determines that Contractor has violated a material term of this section. The terms of this section shall apply equally to Contractor, its agents and subcontractors, if any. Contractor agrees that all subcontractors, if any and agents shall be made aware of and shall agree to the terms of this section.

**Section 5.22 Payment of Outstanding Tax Liabilities**

Contractor warrants that there are no outstanding tax liabilities against the Contractor in favor of the State of New York, or in the event that such liabilities exist, a payment schedule has been arranged for their speedy satisfaction.

**Section 5.23 Waiver**

No term or provision of the Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under the Contract shall constitute consent to, a

waiver of, or excuse for any other, different or subsequent breach. The rights, duties and remedies set forth in the Contract shall be in addition to, and not in limitation of, rights and obligations otherwise available at law or equity.

**Section 5.24 General Provision as to Remedies**

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the Contract.

**Section 5.25 Additional Remedies**

In addition to any other remedies available to ITS under the contract, ITS has the following additional remedies which may include, but are not limited to, the following:

- a) Terminate or Suspend the Contract in whole, or in part;
- b) Suspend, in whole or in part, payments due to Contractor under this Contract;
- c) Pursue equitable remedies to compel Contractor to perform;
- d) Apply Service Credits against amounts due and owing by ITS under the Contract;
- e) Require Contractor to cure deficient performance or failure to meet any requirement of the Contract at no charge to the State.

**Section 5.26 Toxic Substances**

If Contractor furnishes a toxic substance as defined by Section 875 of the Labor Law, it shall provide ITS with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by ITS and the landlord or their designee.

**Section 5.27 Independent Contractor**

It is understood and agreed that the legal status of the Contractor, its agents, officers and employees, subcontractors and agents under the Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the State, or ITS, and therefore they are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of the Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability and unemployment insurance, and to provide the State with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

**Section 5.28 Severability**

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.

**Section 5.29 Transfer of Contract**

ITS may transfer/assign the Contract to another State Agency or entity at its sole discretion by informing Contractor in writing of such a transfer. Contractor shall execute any documents required to accomplish the transfer/assignment of the Contract. Contractor shall comply with any instructions from ITS to accomplish the transfer/assignment of the Contract at no additional cost to the State.

**Section 5.30 Contractor Responsibilities in the Event of a Disaster or Other Emergency**

**A. General.**

For purposes of this section, the following definitions shall apply: "state disaster emergency" shall have the same meaning as set forth in section 20(2)(b) of the Executive Law and "other emergency

situation” shall refer to a situation or occurrence which the Director of ITS, in his/her sole discretion, has determined poses a risk to health and public safety or the conservation of public resources.

In the event of a state disaster emergency or other emergency situation, the Contractor shall be notified that ITS is invoking this provision.

Unless the Contractor’s performance would be excused pursuant to the Force Majeure provisions of the Contract, the following terms and conditions shall apply during a state disaster emergency or other emergency situation: The Contractor shall provide the necessary Services to the State on a time is of the essence basis, working on a 24 hour a day, seven day a week basis, to restore and/or recover operation and services, which are critical to the health, safety and welfare of the State, to be determined at the sole discretion of the State.

Except as provided in this section, all other provisions of the RFP and Contract remain in full force and effect during a state disaster emergency or other emergency situation.

**B. Telecommunications Service Priority (TSP)**

It is ITS’s desire and intention to request TSP restoration assignments, for most, if not all, Circuits provided under the Contract via the National Communications System’s established protocol and procedures. Contractor acknowledges and agrees to immediately identify all facilities, electronically and/or physically, with the designated TSP assignments as soon as practical upon receipt of same from ITS.

ITS will indicate, in each Service Request and resulting Service Order, if any, whether or not a TSP assignment is required. In such cases, Contractor must, as part of its Price, include any and all one-time and/or recurring costs associated with a TSP assignment in their response to the Service Request.

**Section 5.31 Subcontractors**

Contractor may subcontract tasks or responsibilities relating to providing the Services provided for under the Contract, or any part of it, to subcontractors selected by Contractor subject to ITS’s prior approval. In the event that one of Contractor’s subcontractors further subcontracts, prior written consent of ITS is also required. A subcontractor shall be defined as any firm engaged or assigned by the Contractor to perform work under the Contract, or any person so engaged or assigned who is not an employee of the Contractor. All agreements between the Contractor and its subcontractors shall be by bona fide written contract.

Contractor shall include in all subcontracts related to the Contract, in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the Contract, provisions specifying:

- That the work performed by the subcontractor must be in accordance with the terms of the Contract including, but not limited to, Appendix A;
- That nothing contained in such subcontract shall impair the rights of ITS or the State;
- That nothing contained herein shall create any contractual relation between any subcontractor and ITS or the State;
- That subcontractor shall maintain all records with respect to work performed under the subcontractor in the same manner as required of the Contractor;
- That the State and/or ITS shall have the same authority to audit the records of all subcontractors as it does those of the Contractor; and
- That subcontractor shall cooperate with any investigation, audit, or other inquiry related to the Procurement or the resulting Contract or any litigation relating thereto.

Contractor shall be fully responsible to ITS for the acts and omissions, in the performance of Services under the Contract, of the subcontractors and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions, in the performance of services under the Contract, or persons directly employed by the Contractor. Contractor shall not in any way be relieved of any programmatic or financial responsibility under the Contract by its agreement with any subcontractor.

**Section 5.32 Taxes**

Except as otherwise provided by applicable Federal and State law and regulations, the State shall not be liable for the payment of any taxes under the Contract however designated, levied or imposed. Purchases made by the State are exempt from New York State local sales and use taxes and, with certain exceptions, Federal excise taxes. To satisfy the requirements of the New York State Sales and Use Tax Law, invoices issued by the Contractor pursuant to the Contract must reference the Contract in order to be considered sufficient evidence that the sale by Contractor was made to the State. The State is an exempt organization under Section 1116(a)(1) of the Tax Law. However, no person, firm or corporation is exempt from paying the State Truck Mileage and Unemployment Insurance taxes and other Federal, State and local taxes to which Contractor is subject. For purposes of tax free transactions under the Internal Revenue Code, the New York State Registration Number is 14740026K.

Nothing in this section shall be construed to limit the obligation of the State to reimburse Contractor for approved expenses, including valid State and local taxes, under the Contract.

**Section 5.33 Time of the Essence**

Time is of the essence for the Contractor's performance under the Contract.

**Section 5.34 Notification**

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- a) via certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**For the Office of the New York State Chief Information Officer/Office of Technology:**

1. NYS Office of the Chief Information Officer/Office of Information Technology Services  
 ATTN: Counsel's Office  
 State Capitol ESP, PO Box 2062  
 Albany, NY 12220-0062  
 Telephone Number: (518) 474-4263  
 Facsimile: (518) 474-6329  
 Email Address: [cpo@cio.ny.gov](mailto:cpo@cio.ny.gov)

AND

2. Tom Adams  
 Information Technology Specialist  
 NYS Office of Information Technology Services  
 State Capitol ESP, PO Box 2062  
 Albany, NY 12220-0062  
 Telephone Number: (518) 486-2445  
 Facsimile Number: (518) 474-0404  
 E-Mail Address: [Thomas.adams@cio.ny.gov](mailto:Thomas.adams@cio.ny.gov)

**For Contractor:**

[Name]  
 [Title]  
 [Street Address]  
 [City, State, Zip code]  
 Telephone Number: ( / / )  
 Facsimile: ( / / )  
 E-mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

### **Section 5.35 Information Security Breach and Notification Act**

Contractors shall comply in all respects with NYS General Business Law (GBL) §899-aa, "Notification; person without valid authorization has acquired private information." Any notice required to be given to ITS pursuant to GBL §899-aa(3) shall be given to the Director, Contracts & Procurement Services and Equal Opportunities & Diversity Development Services, as provided in Section 5.34 above.

In the event that Contractor is advised by a law enforcement agency pursuant to GBL §899-aa(4) to delay the notice under GBL §899-aa(3), Contractor shall provide the notice under GBL §899-aa(3) to the Director, Contracts & Procurement Services and Equal Opportunities & Diversity Development Services, as provided in Section 5.34 above not more than twenty-four hours after Contractor has been advised by the law enforcement agency that notice under GBL §899-aa(3) can be provided.

### **Section 5.36 Dispute Resolution**

The Contractor and the State agree that it is important to resolve any disputes regarding the performance of Services, or otherwise arising under the Contract, expeditiously. In the event a dispute is not resolved through the escalation process, if any, established by the Parties, the Parties agree to notify the other in accordance with Section 5.34 and to meet in good faith to resolve any disputes and, in the event any dispute cannot be promptly resolved at the operational level through agreed upon escalation procedures, either Party may request a meeting with senior management of the other Party (higher than that specified in the escalation procedures). Meetings between the Parties shall be held within three (3) business days or sooner in the event a dispute threatens the performance of a material portion of the Service. During the course of a dispute, Contractor shall continue to provide Services according to the Contract until such dispute is resolved.

Contractor shall remit all credits and rebates prior to initiation of its rights under this paragraph. Nothing in this paragraph shall diminish the State's right to terminate the Contract pursuant to Section 5.19.

### **Section 5.37 Transition**

The State may require the Contractor to provide uninterrupted Services after Contract termination/expiration ("Transition Services") as the State deems reasonable and necessary and/or as necessary for the State to comply with all legal requirements for establishing a new contract to continue the provision of Project Services. Transition Services will be provided pursuant to an amendment to extend the term of the Contract in accordance with §5.01 of the Contract. Transition services shall be governed as follows:

#### **A. Transition Period**

The Transition Period shall be determined by the State, and Contractor will be notified of the period in writing. The State shall consult with the Contractor prior to making such determination. The State reserves the right to subsequently amend the Transition Period upon thirty (30) days advance written notice to the Contractor.

#### **B. No Interruption in Service**

At all times during the Transition Period, and unless directed otherwise in writing by the State, the Contractor shall continue all contractual obligations set forth in the Contract until such time as the

State (i) has approved the Contractor's proposed Transition Plan, and (ii) an orderly transition to the State, a third party, or the successor contractor has been completed pursuant to the approved Transition Plan. The Contractor shall be required to meet its contractual obligations pursuant to this paragraph notwithstanding the issuance of a termination for cause or convenience by the State.

**C. Transition Plan**

Within fifteen (15) days of receipt of a notice of termination as set forth in RFP, § 5.19 of the Contract or three (3) months prior to the end of the term of the Contract, whichever event occurs first, the Contractor shall provide for approval by the State a detailed written plan for Transition (Transition Plan) which outlines, at a minimum, the tasks, milestones and deliverables associated with the smooth transition of Project Services to the State, a third party or the successor contractor. Contractor agrees to amend the Transition Plan to include all other information deemed necessary by the State.

**D. Contractor Transition Services**

"Transition services" shall be deemed to include Contractor's responsibility for all tasks and services outlined in the Contract, and for transferring in a planned manner specified in the Transition Plan all tasks and services to the State, a third party or the successor contractor. It is expressly agreed between the Parties that the level of service during the Transition Period shall be maintained in accordance with and shall be subject to all the terms and conditions of the Contract, provided, however, that where, during the Transition Period, tasks or services are transitioned to or assumed by the State, a third party or the successor contractor, Contractor shall not be held responsible for the negligent acts or negligent omissions of the State, a third party or the successor contractor or for service degradation resulting from the negligent acts or negligent omissions of the State, a third party or the successor contractor.

**E. Compensation for Transition Services**

Contractor shall be reimbursed for Transition Services performed during the Transition Period at the rates set forth in the Contract.

**F. State Responsibilities for Transition**

The State shall assume responsibility for transition project management.

**G. Cooperation**

Contractor shall cooperate with the State to facilitate a smooth and orderly transition. Periodic project review meetings shall be held with representatives of the Contractor, the State, and the third party or the successor contractor.

**Section 5.38 Miscellaneous**

To the extent that Contractor compliance with sections 5.07(b), 5.21A and 5.21B above raises issues implicating Contractor's obligations under its collective bargaining agreements, ITS and Contractor agree to discuss, in good faith, ways to resolve any such issues.

Should Contractor encounter issues with product descriptions, definitions or prices which it believes are within the scope of the contract but not specifically addressed by the contract, it may bring those to the attention of ITS for discussion.

**Section 5.39 Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures**

**I. General Provisions**

- A. OOITS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OOITS, to fully comply and cooperate with OOITS in the implementation of New York State Executive Law Article 15-A. These requirements

include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this section of the Contract or enforcement proceedings as allowed by the Contract.

## II. Contract Goals

- A. For purposes of this procurement, OOITS hereby establishes an **overall goal of 20%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, **5%** for Minority-Owned Business Enterprises ("MBE") participation and **3%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to consult OOITS's lists of MWBE vendors which may be found at <http://www.cio.ny.gov/mwbe> under the tab, "Vendor Resources," and contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OOITS for liquidated or other appropriate damages, as set forth herein.

## III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to OOITS within seventy two (72) hours after the date of the notice by OOITS to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, Contractor or Subcontractor may use the two-page model statement attached to this Contract as Exhibit A captioned, "Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement".
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. EEO Form 100 – Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract. OOITS's staffing plan form is located at: <http://www.cio.ny.gov/Forms/MWBEFrmStaffPlan.htm>.

D. EEO Form 101 – Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to OOITS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report

this information. OOITS's form is located at:  
<http://www.cio.ny.gov/Forms/MWBEFrmWrkfrceUtilPlan.htm>.

2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
  3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract. OOITS's MWBE Utilization Plan form (MWBE 100) is located at:  
<http://www.cio.ny.gov/Forms/MWBEFrmUtilPlan.htm>.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OOITS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use OOITS Request for Waiver Form (MWBE 101) located at: <http://www.cio.ny.gov/Forms/MWBEFrmReqWaiver.htm>.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, OOITS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If OOITS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, OOITS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE 102) to OOITS by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. OOITS's MWBE Contractor Compliance Report form (MWBE 102) is located at: <http://www.cio.ny.gov/Forms/MWBEFrmMntlyComplianceRprt.htm>.

VII. Liquidated Damages – MWBE Participation

- A. Where OOITS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to OOITS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OOITS, Contractor shall pay such liquidated damages to OOITS within sixty (60) days after they are assessed by OOITS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of OOITS.

**Section 5.40 Electronic Payment**

Contractor shall provide complete and accurate billing invoices to ITS in order to be eligible for payment. Billing invoices submitted to ITS must contain all information and supporting documentation required by the Contract, ITS, and the State Comptroller. Payment for invoices submitted by the Contractor shall be rendered electronically unless payment by paper check is expressly authorized by the Director of ITS, in the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. Contractor acknowledges that it will not be eligible for payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director of ITS has expressly authorized payment by paper checks as set forth above.

**Section 5.41 Prevailing Wage**

All public works and building service contracts, regardless of dollar value, require the payment of prevailing wages and supplements as established by law by the Department of Labor. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from the bidding and awarding of contracts.

To the extent that the Project Services involve a Public Work or building service contract, Contractor shall obtain the prevailing wage rate schedule for those job classifications likely to be required for performance of its obligations under this Contract, and warrants that it will pay wage levels, at minimum, commensurate with the requirements of that schedule pursuant to NYS Labor Law. Contractor further warrants that it will consult with the NYS Department of Labor to determine the appropriate

wage levels for any additional job titles found to be necessary for performing its obligations under this Agreement, and, that such persons employed in those titles will also be paid, at a minimum, commensurate with the wage levels specified in that schedule. ITS will endeavor to assist Contractor, upon request, to obtaining those schedules should such assistance be reasonably necessary.

Contractors and subcontractors are required to comply with all prevailing wage rate notifications as set forth in labor law section 220 as revised. Contractor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the Contract term.

#### **Section 5.42 Most Favorable Terms**

Contractor agrees that all fees, terms, warranties and benefits provided by the Contractor under the Contract are substantially similar to the best equivalent terms being offered by the Contractor to any present governmental agency for services of similar size, scope and complexity. If during the term of the Contract, the Contractor enters into an arrangement with any other government customer for services of similar size, scope and complexity as the services provided pursuant to the Contract that provides greater benefits or more favorable terms than those under the Contract, then Contractor agrees to amend the Contract to provide the same to ITS.

#### **Section 5.43 Addition of Services:**

Contractor under an existing contract may expand their offerings within existing awarded Lot Groups by submitting an Appendix G, Part 3 for the additional offering to ITS for ITS's review and approval.

These additional service offerings do not require OSC preapproval; however, the Contractor may not supply the new offering until after receipt of ITS approval.

Contractor under an existing contract may request to participate in additional Lot Groups by submitting an Appendix G, Part 3 for the additional Lot Group to ITS for ITS's review and approval.

Participation in new Lot Groups is subject to OSC review and approval. The Contractor may not supply any services in a new Lot Group until after receipt of OSC approval.

New technologies (e.g. Lot Groups) will only be added through the competitive periodic recruitment process and the Contractor may not supply any services until after receipt of OSC approval.

#### **Section 5.44 Iran Divestment**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should OOITS receive information that a person is in violation of the above-referenced certification, OOITS will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then ITS shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

OOITS reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

**APPENDIX A – December 2011**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee

or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be

rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial

System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules

and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7th Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

ETHICS COMPLIANCE  
SECTIONS 73(5) AND 74 OF NYS PUBLIC OFFICERS LAW

§ 73(5)

5. No statewide elected official, state officer or employee, individual whose name has been submitted by the governor to the senate for confirmation to become a state officer or employee, member of the legislature or legislative employee shall, directly or indirectly, solicit, accept or receive any gift having a value of seventy-five dollars or more whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part. No person shall, directly or indirectly, offer or make any such gift to a statewide elected official, or any state officer or employee, member of the legislature or legislative employee under such circumstances.

Certain applicable subdivisions of §74

2. Rule with respect to conflicts of interest. No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. Standards

...

d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others.

...

f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

...

h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.

**COMPLIANCE WITH NEW YORK STATE WORKERS' COMPENSATION LAW**

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that ITS shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with ITS, successful bidders will be required to verify for ITS, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. To obtain the appropriate forms and guidance, please consult the Workers' Compensation Board's website at [www.wcb.state.ny.us](http://www.wcb.state.ny.us). Once you are on the website, click on "Employers/Businesses," then "Business Permits/Licenses/Contracts;" from there, click on "Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts."

ITS would prefer bidders to submit this insurance verification information with their bids if possible. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time winning bids have been selected and contracts are ready to be executed will be grounds for disqualification of an otherwise successful bid.

**Extraneous Terms  
(Instructions for Documentation and Submission)**

**In compliance with RFP, § 2.09, *Extraneous Terms*, the Bidder shall identify all extraneous terms in the attached table, and shall adhere to all instructions below for preparing the table.**

**INSTRUCTIONS:**

**RFP Location** The Bidder must insert the exact RFP part, section, and paragraph number of the requirement(s) that the Bidder is proposing to modify. The Bidder must insert the nature of the proposed change and its impact on the Requirement.

**Description** The Bidder must insert a concise description of the requirement(s) that the Bidder is proposing to modify.

**Type** The Bidder must insert a one-word description, of the type of modification permitted by RFP, §2.09 to each of the requirement(s) that the Bidder is proposing to modify, selected from the following list:

- Additional;
- Supplemental;
- "Or Equal"; or
- Alternative

**Proposed Extraneous Term:**

The one-word description must be followed by proposed alternate wording of the requirement(s). Next, the comments should describe the impact of the alternate wording. Then, the comments should explain how the modification(s) would benefit the State and provide best value. If there is a corresponding impact on the Administrative or Technical Proposal(s), that impact should be explained here with reference(s) to the parts of the volume(s) that are affected. However, The Bidder must use the table format described above and detailed on the following page to summarize its proposals for extraneous terms. The Bidder may refer to more voluminous narratives, tables, figures and appendices that more fully describe aspects of the extraneous terms, provided that the additional material is fully cross-referenced by this required table.

ITS NYeNet Access Services  
Questions Template

<b>Question Number</b>	<b>RFP Page #</b>	<b>Part &amp; Section Reference</b>	<b>Question</b>

## APPENDIX F - ADMINISTRATIVE PROPOSAL

### ADMINISTRATIVE PROPOSAL

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#### **INSTRUCTIONS FOR COMPLETION**

The *Administrative Proposal* provides a summary of Bidder's responsibility and qualifications to respond to the solicitation. The Bidder must execute all documents contained in this Appendix F, including the following:

APPENDIX F	
PART	CONTENTS
1	Bidder's Formal Offer
2	Bidder Qualification Certification
3	Bidder Responsibility Certification & Questionnaire
4	Conflicts of Interest Disclosure

Part 1 - Formal Offer

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[TO BE COMPLETED ON BIDDER'S LETTERHEAD]

Date

Ms. Debra Mainville  
NYS Office of General Services/Finance Unit  
Empire State Plaza, Corning Tower, 40<sup>th</sup> floor  
Albany, NY 12224

**RE: NYeNet Access Services on behalf of ITS and its Customer Users: Release Four/RFP No. 12-01**

**Firm Offer to the State of New York**

Dear Ms. Mainville:

[INSERT BIDDER NAME] hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # 12-01 CIRCUITS, entitled "NYeNet Access Services on behalf of ITS and its Customer Users: Release Four," issued by the NYS Office of Information Technology Services. The Proposal hereby submitted meets or exceeds all terms, conditions, requirements and functional specifications set forth in the above-referenced RFP. The Bidder substantially accepts the terms and conditions as set forth in RFP, Article 5, and Appendix A, Standard Clauses For New York State Contracts, and agrees to enter into a contractual agreement that shall substantially contain the terms and conditions set forth therein. This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date and Time as set forth in RFP, §1.06. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless [INSERT BIDDER NAME] delivers to the ITS written notice of withdrawal of its Proposal.

[INSERT BIDDER NAME]'s complete offer is set forth in two, separately bound submissions as follows:

<u>Administrative Proposal:</u>	Total of <b>eight (8)</b> hard copy volumes, with <b>two (2)</b> electronic copies in (disk, CD Rom) format.
<u>Technical Proposal:</u>	Total of <b>eight (8)</b> hard copy volumes, with <b>two (2)</b> electronic copies in (disk, CD Rom) format.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind [INSERT BIDDER NAME] to the offer, and possesses the legal authority and capacity to act on behalf of Bidder to execute a contract with the State of New York.

---

Signature  
[INSERT BIDDER NAME]  
[INSERT TITLE]  
[INSERT COMPANY NAME]

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }  
 : SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2012, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he maintains an office at \_\_\_\_\_, City/Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): s/he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, s/he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): s/he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Registration No.

**Part 2 - Bidder Qualification Certification**

Bidder is required to submit an executed Bidder Qualification Certification in the form set forth in this Part 2. The certification must be executed by a person duly authorized to bind the Bidder. The executed certification must be included as part of the Bidder's *Administrative Proposal* at this section.

**BIDDER QUALIFICATION CERTIFICATION**

Page 1 of 2

An authorized representative of the Bidder who is legally authorized to certify the information requested in the name of and on behalf of the Bidder is required to complete and sign the Bidder Qualification Certification and provide all requested information. Bidder's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

**CERTIFICATION:**

The Bidder: (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Certification, that the State may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; (3) acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001; and (4) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

QUALIFICATION STATEMENT		
<b>Name of Business Entity Submitting Bid:</b>		
<b>Entity's Legal Form:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____		
No.	RFP Ref.	RFP Requirement:
1.	§ 1.03 (A) 1	At time of bid submission, Bidder represents and warrants that it: <input type="checkbox"/> is <input type="checkbox"/> is not <b>a duly organized, validly existing, and authorized to do business in New York State.</b>
No.	RFP Ref.	RFP Requirement:
2.	§1.03 (A) 2	At time of bid submission, Bidder represents and warrants that it: <input type="checkbox"/> has <input type="checkbox"/> has not <b>completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the Services and that it will, in order to perform said Services during the term of the Contract, comply with any requirements imposed upon it by law during said Contract term.</b>
No.	RFP Ref.	RFP Requirement:
3.	§ 1.03 (B) 1	At time of bid submission, Bidder represents and warrants that it: <input type="checkbox"/> possesses <input type="checkbox"/> does not possess <b>adequate plant, financial resources and organization to perform the type, magnitude and quality of work specified herein the RFP.</b>

No.	RFP Ref.	RFP Requirement:
4.	§ 1.03 (B) 2	<p><b>At time of bid submission, Bidder represents and warrants that it:</b></p> <p><input type="checkbox"/> possesses</p> <p><input type="checkbox"/> does not possess</p> <p><b>at least three (3) years of experience in the service being bid</b></p> <p>(Note: Evidence that Bidder has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three (3) years is to be provided in the Bidder's Organizational Overview section of the Bidder's Technical Proposal (refer to RFP, Appendix G, Part1).</p>

Signature  
**[INSERT BIDDER NAME]**  
**[INSERT TITLE]**  
**[INSERT COMPANY NAME]**

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2012, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he maintains an office at \_\_\_\_\_, City/Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): s/he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, s/he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): s/he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Registration No  
.

**Part 3 - Bidder Responsibility Certification & Questionnaire**

Bidder is required to submit an executed Bidder Responsibility Certification & Questionnaire in the form set forth in this Part 3. The certification must be executed by a person duly authorized to bind the Bidder. The executed certification must be included as part of the Bidder's *Administrative Proposal* at this section.

**Part 3 - Bidder Responsibility Certification & Questionnaire**

An authorized representative of the Bidder who is legally authorized to certify the information requested in the name of and on behalf of the Bidder is required to complete and sign the Bidder Responsibility Certification & Questionnaire and provide all requested information. Bidder's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

BIDDER PROFILE			
<b>Business Entity Name:</b>			
<b>Form of Legal Entity:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____			
<b>State of Incorporation:</b>			
<b>Main Office Address:</b>			
<b>Federal Tax ID #:</b>			
<b>NYS Certifications, if any:</b>			
<input type="checkbox"/> Minority-Owned Business Enterprise (MBE)		<input type="checkbox"/> Women-Owned Business Enterprise (WBE)	
		<input type="checkbox"/> Small Business Enterprise (SBE)	
<b>Name &amp; Title of Contact Person Authorized to represent Bidder in all matters relating to the submission of this Proposal and regarding execution of a resulting contract, if any:</b>			
<b>Address:</b>			
<b>Phone:</b>			
<b>Fax:</b>			
<b>e-Mail:</b>			

**NEW YORK STATE  
NON-COLLUSIVE BIDDING CERTIFICATION**

In accordance with New York State Finance Law, Section 139-d, by submitting its bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND  
[MACBRIDE FAIR EMPLOYMENT PRINCIPLES]**

In accordance with New York State Finance Law, Section 165, the Contractor/Bidder certifies that it or any individual or legal entity in which the Contractor/Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor/Bidder, either (answer yes or no to one or both of the following, as applicable):

- (1) have business operations in Northern Ireland,  
No \_\_\_\_\_ Yes \_\_\_\_\_, and if yes:
- (2) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.  
No \_\_\_\_\_ Yes \_\_\_\_\_

**BIDDER RESPONSIBILITY QUESTIONNAIRE**

**INSTRUCTIONS:** Complete this form answering every question. A “Yes” answer to any question requires a written explanation on a separate sheet of paper.

**A. GENERAL QUESTIONS:**

QUESTION:	YES	NO
1. Within the past five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process with New York State been the subject of any of the following:		
a) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?		
b) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?		
c) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?		
d) an investigation for a civil violation by any local, state or federal agency?		
e) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?		
f) a local, state, or federal suspension, debarment or termination from the contract process?		
g) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?		
h) a local, state, or federal denial of award for non-responsibility?		
i) an agreement to a voluntary exclusion from bidding/contracting?		
j) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract?		
k) a State Labor Law violation deemed willful?		
l) a firm-related bankruptcy proceeding?		
m) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?		
n) a denial, de-certification, revocation or forfeiture of Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?		
o) a rejection of a bid on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract?		
p) a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?		
q) an occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?		
r) a rejection of a bid on a New York State contract for failure to comply with the MacBride Fair Employment Principles?		
s) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of: federal, state or local health laws, rules or regulations; unemployment insurance or workers’ compensation coverage or claim requirements; ERISA (Employee Retirement Income Security Act); Federal, state or local human rights laws; Federal or state security laws; Federal INS and Alienage laws; and/or Sherman Act or other federal anti-trust laws		
t) agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency?		

u) disputes within the past two years concerning your company's failure to provide commodities or services to political subdivisions within the past two years pursuant to centralized contracts with the New York State Office of General Services?		
<b>QUESTION:</b>	<b>YES</b>	<b>NO</b>
2. Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation previously or currently used by your business that is different from that listed on page one of this submission?		
<b>QUESTION:</b>	<b>YES</b>	<b>NO</b>
3. If Bidder is a foreign corporation, has a certificate of authority been obtained to do business in this State?		
<b>B. STATE CONTRACTING INFORMATION</b>		
<b>QUESTION:</b>	<b>YES</b>	<b>NO</b>
1. Does Bidder hold any <u>current</u> or <u>prior</u> contracts with any New York State department, agency, board, office or commission? If yes, please list the name of the agency(ies) which signed the contract(s), as well as the contract name(s) and number(s). Please attach additional pages, if necessary.		
State Entity	Contract Name	Contract No.
<b>QUESTION:</b>	<b>YES</b>	<b>NO</b>
2. Are any of the current owners, shareholders, partners or directors of your company, or any employee involved in the bid submission or project team currently employed, or have they ever been employed, by any agency, department, office, public authority or public benefit corporation of the State of New York? If yes, provide names, dates of employment, and name of department or employer in the space below:		
<b>QUESTION:</b>	<b>YES</b>	<b>NO</b>
3. Is any current state employee OR employee of the agency(ies) or department(s) issuing this Procurement under active discussion and consideration for employment with your firm or company? If yes, provide names, dates of employment, and name of department or employer in the space below:		
<b>C. PROCUREMENT LOBBYING LAW INFORMATION</b>		
<b>I. Disclosure Of Prior Contract Terminations And Findings Of Non-Responsibility Under The Procurement Lobbying Law:</b>		
<b>QUESTION:</b>	<b>YES</b>	<b>NO</b>
1. Has any "governmental entity" as defined in State Finance Law sections 139-j and 139-k terminated a procurement contract with Bidder due to the intentional provision of false or incomplete information required by such laws and/or the failure to comply with the requirements of State Finance Law section 139-j(3) relating to permissible contacts? (If yes, fill in the following information. Attach additional pages, if necessary)		
Governmental Entity	Contract Name	Contract No.
<b>QUESTION:</b>	<b>YES</b>	<b>NO</b>
2. Has any "governmental entity," as defined in State Finance Law sections 139-j and 139-k, made a finding in the last four years that the Bidder was not responsible?		

QUESTION:		YES	NO
3. If yes, was the basis for any such finding(s) the intentional provision of false or incomplete information required by State Finance Law sections 139-j and 139-k, and/or the failure to comply with the requirements of State Finance Law section 139-j(3) relating to permissible contacts? If yes, please provide details regarding each finding of non-responsibility below. (Attach additional pages, if necessary.)			
Governmental Entity	Details (including the basis and exact date of each finding)		

**II. Affirmation relating to procedures governing permissible contacts:**

*(Bidder Must Check Applicable Box)*

Bidder:

affirms  does not affirm

that it understands and has to date and agrees hereinafter to comply with ITS's procedures relating to permissible contacts pursuant to §139-j(3) of the New York State Finance Law.

**III. Certification relating to Prior Non-Responsibility Determinations:**

*(Bidder Must Check Applicable Box)*

Bidder:

certifies  does not certify

that all information provided to ITS in accordance with §139-j and/or §139-k of the New York State Finance Law is complete, true and accurate.

**CERTIFICATION:**

The undersigned: (1) recognizes that this Bidder Certification is submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Bidder Certification, that the State may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; (3) acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001; and (4) certifies that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder's Name

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }  
 : SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he maintains an office at \_\_\_\_\_, City/Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): s/he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, s/he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): s/he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Registration No.

**Part 4 - Conflict of Interest Disclosure**

Bidder affirmatively states, as part of the Administrative Proposal, that at the time of bid submission, Bidder knows of no factors existing at time of bid submission or which are anticipated to arise during the Procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth herein, including but not limited to:

- (1) No potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations; and
- (2) No potential conflicts in the sequence or timing of the proposed award under this RFP relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder to other projects.

---

Signature  
**[INSERT BIDDER NAME]**  
**[INSERT TITLE]**  
**[INSERT COMPANY NAME]**

**CONFLICT OF INTEREST DISCLOSURE**

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_day of \_\_\_\_\_ in the year 20\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he maintains an office at \_\_\_\_\_, City/Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): s/he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, s/he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): s/he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Registration No.

TECHNICAL PROPOSAL

**INSTRUCTIONS FOR SUBMISSION**

The Bidder must respond to all mandatory sections of the *Technical Proposal* in the specified format set forth in RFP, Appendix G. The *Technical Proposal* must be furnished in hard copy, with electronic copy in the current version of Microsoft Word. In the event of a discrepancy, the hard copy shall govern.

The *Technical Proposal* must contain the following information, in the order enumerated below:

APPENDIX G	
PART	CONTENTS
1	Organizational Overview
2	References
3	Bidder Lot Response Form
4	Network Access Points (NAP)
5	Network and NYeNet Management
6	Maintenance and Trouble Reporting

**Part 1 - Organizational Overview**

At this section of the *Technical Proposal*, the Bidder must provide a brief corporate/business history including a general mission statement, number of employees, and other general information about the firm in Appendix G, Part 1. The Bidder must provide evidence that it has maintained an organization capable of performing the Services hereinafter described, in continuous operation for at least the past three (3) years. Each Bidder must also, provide a statement of previous experience that qualifies the Bidder, and the employees and/or subcontractors (personnel) the Bidder proposes to use, to provide the Services.

In addition, the Bidder must specify its agreement to and explain, as applicable, how it will:

- a. Maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities including monitoring and completing of deliverables, invoicing, billing, and personnel issues.
- b. Provide for normal day-to-day communications and maintain a Contractor Sole Point of Contact as necessary for proper communication and performance of all contractual responsibilities. Bidder shall supply all contact information for its Contractor Sole Point of Contact.
- c. Attend meetings as needed relating to Contract performance.
- d. Cooperate fully with the State's staff, its advisors, and any other contractors and/or subcontractors who may be engaged by the State relative to the Services.
- e. Recognize and agree that any and all work performed outside the scope of the Services as set forth in the Contract, shall be deemed by the State to be gratuitous and not subject to charge by the Contractor.

**Part 2 – Project References**

At this part of its *Technical Proposal*, Bidder must provide information that demonstrates that the Bidder can successfully undertake and complete the Lot Group Services for which a bid is submitted pursuant to this RFP. To this end, Bidder must provide a minimum of three (maximum of five) prior and/or current project experience(s) (hereinafter "Project Reference") in the format set forth in the table provided below.

**Note that this requirement is for a minimum of three and a maximum of five references total, NOT a minimum of three/maximum of five per lot group bid.**

Project References should reflect the Bidder's ability to provide services similar in scope and complexity to that as set forth herein this RFP. The Bidder shall be solely responsible for providing contact names and phone numbers for each Project Reference that is readily available to be contacted by the State during the hours of 9:00AM through

5:00PM EST. If more than three (3) references are provided, ITS will attempt to conduct reference checks with only the first three (3) references provided. If ITS is unsuccessful in contacting one or more of the first three (3) references, ITS will attempt to conduct a reference check of the fourth reference, and, if required, the fifth reference in an attempt to conduct at least three (3) reference checks of the Bidder.

<b>Reference Number:</b>	
<b>Name of Company</b>	
<b>Name of Project</b>	
<b>Location of Project</b>	
<b>Dates of Project</b>	
<b>Current Status</b>	
<b>Contact Name for Project</b>	
<b>Telephone Number of Contact</b>	
<b>Project Description</b>	

**Part 3 – Bidder Lot Response Form**

At this part of its Technical Proposal, the Bidder must, **for each Lot Group** for which Bidder is seeking qualification, fully complete items 1 through 14 on the applicable Bidder Lot Response Form in the format set forth in the table provided herein this **Appendix G, Part 3**. Bidder may propose multiple products for one lot.

The State understands that Bidders may submit a Proposal for certain Lot Groups only and perhaps only for certain geographic areas.

If Bidder is not seeking qualification for a particular Lot Group at this time, Bidder should so note at the bottom of the applicable form.

Please also refer to **Appendix G, Part 3 – Instructions and Assumptions**, which follow hereafter, for additional information regarding preparation of Bidders’ responses to the specific items noted in the Bidder Lot Response Form.

**Appendix G, Part 3 – Instructions and Assumptions**

Refer to the following additional information in preparing your response to the specific items noted on the Bidder Lot Response Form:

**Item 6**

**Ordering contacts, including escalation sheets and policies:** The State requires that Contractors deliver a high level of administrative support to the NYeNet. It is further expected that any Contractor will work in concert with the State and its partners to maintain the integrity of the overall NYeNet. The support the Contractor will be required to provide includes, but is not limited to, providing price quotes for local access circuits, accepting orders for all moves, adds and changes (MACs), issuing these MAC orders for order completion, coordinating installation activities, tracking adherence to established provisioning intervals, capacity planning, and billing information.

**Item 8**

**Not-to-Exceed Pricing:** For each Lot Group for which the Bidder is seeking to be qualified, the Bidder must propose NYS Intrastate and Interstate Not-to-Exceed Pricing for the Lot Group. The Bidder must identify whether or not the Lot Group Services are subject to any tariff(s), and must provide applicable tariff numbers and pricing. For purposes of the RFP the Glossary defines “Not-to-Exceed Price” as follows:

shall be inclusive of any and all direct and indirect costs, including, but not necessarily limited to: all administrative, reporting or other requirements; all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. and services not explicitly stated in the RFP, but

necessarily attendant thereto; all overhead costs, fees and profit; and any taxes, fees or surcharges which the State is required by law to pay.

#### **Item 9**

**Coverage:** This information is sought to assist ITS in its planning. A Bidder's lack of coverage in a particular geographic area at the time of bid submission does not mean that a Bidder is foreclosed from providing Lot Group services in that area at some future time in accordance with this RFP.

#### **Items 10 and 11**

**Install and Move Intervals:** Bidder must submit standard install and move intervals. An explanation of proposed Service Credits for failure to meet installation move intervals must also be included.

The Bidder shall identify complete installation, cutover and move intervals as part of its Proposal. The State desires an installation interval that is as rapid as possible. For each service proposed, indicate the number of days that the Bidder would commit to complete circuit orders in. The installation interval shall begin upon receipt of the order from the requesting Agency. An order will be considered complete when accepted by the customer.

#### **Items 12 and 13**

**MTTR and/or Network Availability:** Bidder must submit SLA metrics for Mean Time To Repair and/or circuit availability as well as applicable Service Credits for failing to meet these metrics.

All MTTR and/or circuit availability standards, installation intervals, move intervals and expedite policy standards specified by the Contractor in its Bidder Lot Response Form (Appendix G, Part 3) will become part of the Contract resulting from this RFP, subject to any superseding special requirements listed by ITS in the Service Request. Failure to meet such standards or requirements shall result in Service Credits due to ITS which shall be determined in accordance with the Service Credit methodology specified by the Contractor in its Bidder Lot Response Form. Contractors shall pay the Service Credits to ITS by deducting the amount of the credit from Contractor's invoice to ITS for the month immediately following the month in which the Contractor failed to meet the standards or requirements. Service Credits exceeding a monthly invoice shall be rolled over to the next month's invoice until satisfied.

In addition to the foregoing, if the Contractor fails to correct a particular outage or trouble report within three (3) consecutive Business Days, the Contractor shall forfeit the monthly recurring charge for the applicable circuit(s) and ITS may, at the Contractor's expense, secure the services of a third party to restore service.

If the Contractor fails to complete an installation within 10 business days of the interval specified in the Service Order, if applicable, or the standard install interval, ITS may, at the Contractor's expense, secure the services of a third party to make the necessary installation.

If the Contractor fails to complete a move within five (5) consecutive Business Days of the standard interval, ITS may, at the Contractor's expense, secure the services of a third party to make the necessary move.

The State prefers that MTTR not exceed four hours from the time the trouble is reported to the Contractor's repair facility. Remote diagnosis must begin within 30 minutes of the initial report of trouble.

Service Credits, in the form of a credit against the monthly cost for local access, will be defined in the service contract resulting from this RFP. The credited amount will be a percentage of the monthly cost of the affected circuit for each hour of downtime. Downtime for each incident shall commence from the time the repair request is called in to the Contractor's maintenance facility and shall terminate when the trouble ticket is deemed cleared by ITS and with service returned to full operation as defined by the customer. Travel time shall be included in calculating the duration of down time of a given incident. As shown in the example below, the total down time elapsed will be rounded to the next hour in calculating a down time credit.

Repair request is called in to the Contractor's maintenance facility	1:00 p.m. – February 1, 2012
Trouble ticket is deemed cleared by ITS and with service returned to full operation as defined by the customer	4:45 p.m. – February 1, 2012
Actual time elapsed	3 hours, 45 minutes
Time elapsed for purposes of calculating Down Time Credit	4 hours

The Bidder must provide proposed service level information, preferably in the following format.

Service	Allowance for Time-to-Restore	Credit per Outage
(ALL INCLUSIVE)	Under 4 hours	0%
	4-8 hours	25%
	8-16 hours	50%
	+16-24 hours	75%
	+24 hours	100%

The Contractor, as the Prime Contractor, is responsible for identifying and correcting all circuit and equipment failures. It is the Contractor's responsibility to report circuit failures to any subcontractors(s) involved in the provision of local access service and to work with the subcontractor to resolve the outages within the downtime limitations defined above.

Malfunctions which cannot be immediately diagnosed and pinpointed to a certain item of equipment or service will require the participation of all service suppliers until responsibility for the problem is unequivocally established. In no instance shall the failure to resolve the issue of responsibility relieve any of the suppliers of the mutual obligation to restore system operability with the least impact on the availability of service. The end user reserves the right to adjudicate such matters after the fact and validate charges and/or Service Credits applicable to the provisions of the Contract. As a part of maintenance responsibilities, the Contractor shall represent the end user to identify and correct problems with service.

**Item 14**

**Expedite Policy:** Bidder must submit standards for its expedite policy. An explanation of Service Credits for failure to meet such standards must also be included.

# PART 3 – Bidder Lot Response Form

## Lot Group 1 — Private Line

Bidder is not proposing services at this time for Lot Group 1 — Private Line. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 1 — Private Line and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 1 – Private Line at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?	
Describe your proposal to interface with the NYeNet for the purpose of order processing.	
Describe your proposed procedure for notification of a completed customer order and start of customer billing.	
Define end-to-end testing for services and how that would function.	
Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 1 — Private Line**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder’s provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder’s proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder’s proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder’s proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing:**

**Lot Group 1 — Private Line**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

# PART 3 – Bidder Lot Response Form

## Lot Group 2 — Frame Relay

Bidder is not proposing services at this time for Lot Group 2 — Frame Relay. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 2 — Frame Relay and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 2 – Frame Relay at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?	
Describe your proposal to interface with the NYeNet for the purpose of order processing.	
Describe your proposed procedure for notification of a completed customer order and start of customer billing.	
Define end-to-end testing for services and how that would function.	
Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 2 — Frame Relay**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder’s provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder’s proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder’s proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder’s proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing:**

**Lot Group 2 — Frame Relay**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

# PART 3 – Bidder Lot Response Form

## Lot Group 3 — Ethernet

Bidder is not proposing services at this time for Lot Group 3 — Ethernet. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 3 — Ethernet and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 3 – Ethernet at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?	
Describe your proposal to interface with the NYeNet for the purpose of order processing.	
Describe your proposed procedure for notification of a completed customer order and start of customer billing.	
Define end-to-end testing for services and how that would function.	
Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 3 — Ethernet**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder’s provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder’s proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder’s proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder’s proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing:**

**Lot Group 3 — Ethernet**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

# PART 3 – Bidder Lot Response Form

## Lot Group 4 — SONET

Bidder is not proposing services at this time for Lot Group 4 — SONET. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 4 — SONET and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 4 – SONET at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?	
Describe your proposal to interface with the NYeNet for the purpose of order processing.	
Describe your proposed procedure for notification of a completed customer order and start of customer billing.	
Define end-to-end testing for services and how that would function.	
Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 4 — SONENT**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing:**

**Lot Group 4 — SONET**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

# PART 3 – Bidder Lot Response Form

## Lot Group 5 — ATM

Bidder is not proposing services at this time for Lot Group 5 — ATM. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 5 — ATM and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 5 – ATM at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?	
Describe your proposal to interface with the NYeNet for the purpose of order processing.	
Describe your proposed procedure for notification of a completed customer order and start of customer billing.	
Define end-to-end testing for services and how that would function.	
Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 5 — ATM**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing:**

**Lot Group 5 — ATM**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

# PART 3 – Bidder Lot Response Form

## Lot Group 6 – DSL

Bidder is not proposing services at this time for Lot Group 6 – DSL. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 6 – DSL and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 6 – DSL at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?  Describe your proposal to interface with the NYeNet for the purpose of order processing.  Describe your proposed procedure for notification of a completed customer order and start of customer billing.  Define end-to-end testing for services and how that would function.  Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 6 — DSL**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder’s provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder’s proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder’s proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder’s proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing:**

**Lot Group 6 — DSL**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

# PART 3 – Bidder Lot Response Form

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## Lot Group 7 – Dark/Dim Fiber

Bidder is not proposing services at this time for Lot Group 7 – Dark/Dim Fiber. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 7 – Dark/Dim Fiber and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 7 – Dark/Dim Fiber at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?	
Describe your proposal to interface with the NYeNet for the purpose of order processing.	
Describe your proposed procedure for notification of a completed customer order and start of customer billing.	
Define end-to-end testing for services and how that would function.	
Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:  
Fiber**

**Lot Group 7 – Dark/Dim**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:

Yes     No

If no, explain

**8. Not-to-Exceed Pricing:  
Fiber**

**Lot Group 7 – Dark/Dim**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder’s provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder’s proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder’s proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder’s proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
 If no, explain

# PART 3 – Bidder Lot Response Form

## Lot Group 8 – xWDM Lambda

Bidder is not proposing services at this time for Lot Group 8 – xWDM Lambda. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 8 – xWDM Lambda and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 8 – xWDM Lambda at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?  Describe your proposal to interface with the NYeNet for the purpose of order processing.  Describe your proposed procedure for notification of a completed customer order and start of customer billing.  Define end-to-end testing for services and how that would function.  Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:****Lot Group 8 – xWDM Lambda****8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:

Yes     No

If no, explain

**8. Not-to-Exceed Pricing:****Lot Group 8 – xWDM Lambda****8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
 If no, explain

# PART 3 – Bidder Lot Response Form

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## Lot Group 9 – Satellite

Bidder is not proposing services at this time for Lot Group 9 – Satellite. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 9 – Satellite and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 9 – Satellite at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?	
Describe your proposal to interface with the NYeNet for the purpose of order processing.	
Describe your proposed procedure for notification of a completed customer order and start of customer billing.	
Define end-to-end testing for services and how that would function.	
Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 9 – Satellite**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing:**

**Lot Group 9 – Satellite**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:

Yes     No

If no, explain

# **PART 3 – Bidder Lot Response Form**

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## **Lot Group 10 - Wireless**

Bidder is not proposing services at this time for Lot Group 10 – Wireless. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 10 – Wireless and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 10 – Wireless at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?  Describe your proposal to interface with the NYeNet for the purpose of order processing.  Describe your proposed procedure for notification of a completed customer order and start of customer billing.  Define end-to-end testing for services and how that would function.  Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 10 – Wireless**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder’s provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder’s proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder’s proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder’s proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing:****Lot Group 10 – Wireless****8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:

Yes     No

If no, explain

# PART 3 – Bidder Lot Response Form

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## Lot Group 11 - MPLS

Bidder is not proposing services at this time for Lot Group 11–MPLS. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 11 – MPLS and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 11 – MPLS at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?	
Describe your proposal to interface with the NYeNet for the purpose of order processing.	
Describe your proposed procedure for notification of a completed customer order and start of customer billing.	
Define end-to-end testing for services and how that would function.	
Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing:**

**Lot Group 11 – MPLS**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder’s provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder’s proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder’s proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder’s proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

**8. Not-to-Exceed Pricing: Lot Group 11 – MPLS**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
 If no, explain

# **PART 3 – Bidder Lot Response Form**

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## **Lot Group 12 – Free Space Optics**

Bidder is not proposing services at this time for Lot Group 12 – Free Space Optics. (Do not include remaining pages of this form in your proposal).

Describe the service you are proposing for Lot Group 12 – Free Space Optics and provide all information requested below. Responses need not be limited to one page. If you are not proposing services for Lot Group 12 – Free Space Optics at this time, check the box at the bottom of this form.

<b>1. Vendor</b>	
<b>2. Service Name</b>	
<b>3. Speeds Available</b>	
<b>4. Service Description and technical specifications</b>	
What is the name of the service, how is it delivered, how large is your installed base?	
<b>5. Network monitoring</b>	
What type of monitoring and notification of outages is done and by whom?	
<b>6. Ordering contacts, including escalation sheets and policies</b>	
How would we order circuits and how would the status of orders be given to us?  Describe your proposal to interface with the NYeNet for the purpose of order processing.  Describe your proposed procedure for notification of a completed customer order and start of customer billing.  Define end-to-end testing for services and how that would function.  Describe your proposed procedures for trouble reporting, tracking and resolution.	
<b>7. Maintenance contacts, including escalation sheets and policies</b>	
Who would repair issues be turned out to and how/when would they be escalated?	

**8. Not-to-Exceed Pricing: Lot Group 12 – Free Space Optics**

**8.A – Not-to-Exceed Pricing – NYS INTRASTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing \_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:

Yes     No

If no, explain

**8. Not-to-Exceed Pricing:**

**Lot Group 12 – Free Space Optics**

**8.B – Not-to-Exceed Pricing – NYS INTERSTATE**

1. Is Bidder's provision of these Lot Group Services subject to any NYS Tariff(s)?	<b>YES</b>	<b>NO</b>

2. Bidder shall, in the space provide below, identify all applicable Tariffs by specifying Tariff number(s) and Tariff price. In addition, as part of your response, specify the sections of the Tariff which set forth the pricing for items 2, 3 and 4 below and attach separately only those sections cited.

Tariff Numbers and Tariff Price:

3. Specify Bidder's proposed Not-to-Exceed price for this Lot Group (recurring charge for a circuit in this Lot Group). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

4. Specify Bidder's proposed Not-to-Exceed install price for this Lot Group (based on demarc being within 1,500 feet of building entrance). Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

5. Specify Bidder's proposed Not-to-Exceed per foot inside wiring extension price for this Lot Group. Bidder can propose Not-to-Exceed Pricing which is less than its Tariff price; however, in no instance can the bidder propose Not-to-Exceed Pricing greater than its Tariff price. The Not-to-Exceed price can be expressed either as a single number or as a list of all items that would be included in calculating the Not-to-Exceed price.

Not to Exceed Pricing\_\_\_\_\_

6. Bidder affirms the above Not to Exceed Pricing is at or below Tariff Price or Commercial List Price:  
 Yes     No  
If no, explain

#### Part 4 – Network Access Points (NAPs)

At this part of its Technical Proposal, Bidder must, in the format provided herein this **Appendix G, Part 4 - Network Access Points (NAPs)**, include a description of how Services will be delivered to NAPs and indicate which two (2) NAPs the Bidder is proposing to connect to (see **Appendix I** for NAP locations). In addition, Bidders should refer to the following information in preparing their response:

##### 1. Primary NAP Access Link

The Primary Access Link (PAL) is a high capacity link, connecting the Network Access Point (NAP) to the Contractor network. Most circuits ordered under this RFP will be brought back to NAPs. A list of Network Access Points is included in **Appendix I**.

The Bidder must describe where and how connections will be made to the State's NAP locations for facilities that are appropriate for all the services being proposed, as described in Lot Groups 1 through 13 in RFP, Section 1.05. Contractor connection to two NAPs is required for diversity and shall be at no cost to the State. Bidders are to choose which two NAPs they propose to connect to. If additional access links are desired, they can be negotiated between the State and Contractor. The State prefers that the PAL interface to the State be provided as Ethernet, for all services that can be delivered this way. Upon contract award, PAL locations and installation time frames must be agreed to by the ITS. Contractor will not be obligated to install these facilities until there is a need for its use as a result of the contractor being selected to provide a circuit in response to a Service Request.

##### 2. Other Service Requirements

In addition to the State's Network Access Point access requirements, there is also the need for the Contractor to furnish a wide range of communications service offerings to support the day-to-day operational requirements of ITS. It is expected that the Contractor will be responsible for engineering, provisioning, operations, and maintenance of all associated facilities and equipment required supporting the services required in this RFP.

These associated facilities include, but are not limited to the following:

- i. All facilities such as copper, fiber optic, and coaxial cable and wireless required to deliver the service to a customer designated demarcation point. Contractors may be required to extend a traditional building demarc to satisfy a customer's requirement. This will be coordinated via requests to the Contractor for specific Time and Materials quotes.
- ii. All electronic or passive devices used to equalize or amplify the signals.
- iii. Any electronic equipment such as fiber/copper multiplexers.
- iv. All bridging equipment required for analog multi-point private lines.
- v. All bridging or DACS equipment required for Digital Data Service.
- vi. All line equipment utilized in support of services as required.
- vii. Any Rights of Way, permits, or easements necessary to build.
- viii. Any and all master clocking necessary to support Digital Data Service and other high capacity services.

The Contractor must possess the necessary skills and will perform an engineering review of the NYeNet Network Access Points as they relate to the provisioning of local circuits of all types being proposed. This analysis will extend to a proposed plan for the provisioning, aggregation and delivery of **all proposed types of circuits** in the variety of bandwidth configurations proposed, to the NYeNet NAPs. The Contractor must provide engineering level support throughout the term of the contract to assist the State in identifying and recommending any necessary Network modifications, or potential new technology solutions, that the State should implement in order to provide an improved level of service and availability to the users of the NYeNet.

**PART 4 – Network Access Points (NAPs)**

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Refer to the list of Network Access Points included in **Appendix I**.

<b>Choice of NAPs</b>
Specify which two (2) NAP points would be your preferred PAL connections.
<b>Services to NAPs</b>
Describe in detail your ability to deliver services to the NYeNet Network Access Points and how Services will be delivered to NAPs.
<b>Connections to NAPs</b>
Describe where and how connections will be made to the State's NAP locations for facilities that are appropriate for all Lot Group services proposed. Include a detailed description of Bidder's ability to deliver services to the NAPs.
<b>Additional Access Links</b>
If Bidder is requesting additional access links, describe the location of such links and where and how connections will be made to the State's NAP locations
<b>Subcontractors</b>
Provide information regarding the use of any Subcontractor services in support and/or installation that are required to support your proposed solution.

**PART 5 – Network and NYeNet Management**

At this part of its Technical Proposal, Bidder must, in the format provided in **Appendix G, Part 5 - Network and NYeNet Management**, describe the Bidder’s ability to perform Network and NYeNet Management. Bidders should refer to the following information in preparing their response:

This is a critical part of measuring compliance to a predefined and mutually developed Service Level Agreement between the State, its partners and the awarded access Contractor(s). Responses should provide a detailed explanation of the methodology that will be used to monitor the various components and technologies on the Network, defining the boundaries for physical layer, and link layer fault management where appropriate. Bidders should also describe how this information will be made available to the State and its partners. (Note: The State prefers Web based or online access to Network management information, as well as the ability to generate hard copy reports.) Bidders shall include a sample of the types of real time and periodic reports that would be made available.

Prospective Bidders must detail the escalation procedures and time frames that will be used by ITS and NYeNet NOC staff including the names, titles and telephone numbers of Contractor’s operational support and management personnel.

**Part 5 – Network and NYeNet Management**

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Provide the information requested below.

<b>PART 5 – Network and NYeNet Management</b>
Describe, in the space provided below, how you will monitor and report Network utilization and performance of the individual circuits or components. Include the method used for notifying the State of problems, or potential problems. Reports detailing Network performance and utilization are required on monthly intervals. Describe how these reports will be produced and include a sample report.
Bidder's Response:
Provide, in the space provided below, performance standards that your Network will be expected to meet, such as availability, BER, QoS, etc.
Bidder's Response:
Reliability is crucial. Describe, in the space provided below, in detail the Mean Time To Repair (MTTR) for the Primary Access Links proposed.
Bidder's Response:
Describe, in the space provided below, your trouble isolation and resolution procedures. Include a copy of trouble reporting, tracking, and status procedures. Include an escalation list and time frames.
Bidder's Response:
Describe, in the space provided below, your strategy for capacity planning in order to assure continued Network availability.
Bidder's Response:

**PART 5 – Network and NYeNet Management**

Describe, in the space provided below, how your Network provide fault tolerance. List any and all single points of failure in the proposed network. Describe such things as redundant power, processing, distribution, etc.

Bidder's Response:

The State requires periodic status meetings with its major service providers to discuss such items as:

- 1 Performance
- 2 Outstanding troubles/problems
- 3 Recurring troubles/problems
- 4 Identify and resolve installation and maintenance issues
- 5 Propose solutions to Network utilization and growth
- 6 Discuss emerging technologies as they relate to the Network

Describe, in the space provided below, your ability to support the State by participating in such periodic meetings.

Bidder's Response:

Detail, in the space provided below, the escalation procedures and time frames that will be used by ITS and NYeNet NOC staff including the names, titles and telephone numbers of Contractor's operational support and management personnel.

Bidder's Response:

## **Part 6 – Maintenance and Trouble Reporting**

At this part of its Technical Proposal, Bidder must, in the format provided in **Appendix G, Part 6 - Maintenance and Trouble Reporting**, describe their ability to perform Maintenance and Trouble Reporting. Bidders should refer to the following information in preparing their response:

### **1. Network Operations Center**

The Contractor must have a fully staffed (7x24x365) Network Operations Center for trouble reporting purposes. ITS requires that Contractor's NOC be capable of receiving trouble reports 24 hours/day, 7days/week, 365 days/year.

### **2. Maintenance and Trouble Reporting Requirements**

**\*\* IN RESPONDING TO EACH OF THE ITEMS SET FORTH BELOW, BIDDERS ARE REQUESTED TO SEPARATELY DISTINGUISH AND CATEGORIZE ANY FEATURES UNIQUE TO A GIVEN LOT GROUP(S), ASSUMING THE BIDDER IS SEEKING TO BE QUALIFIED FOR MULTIPLE LOT GROUPS\*\***

- a) Please provide your organization's trouble reporting procedures for ITS. Describe your capabilities and support that will be provided.
- b) Bidder must identify and detail the trouble reporting procedures tracking and resolution for service.
- c) Contractor must provide monthly summary report for closed trouble tickets including circuit numbers affected, ticket numbers, reported trouble, open/closed circuits, trouble resolution and duration.
- d) Routine maintenance and scheduled non-routine maintenance that is reasonably expected to produce any signal discontinuity shall be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6 a.m. local time EST. Contractor will avoid performing any maintenance between 6 a.m. and 10 p.m. EST, Monday through Friday, inclusive, that would disrupt the continuity or performance level of the dark fibers.

**PART 6 – Maintenance and Trouble Reporting**

**\*\* IN RESPONDING TO EACH OF THE ITEMS SET FORTH BELOW, BIDDERS ARE REQUESTED TO SEPARATELY DISTINGUISH AND CATEGORIZE ANY FEATURES UNIQUE TO A GIVEN LOT GROUP(S), ASSUMING THE BIDDER IS SEEKING TO BE QUALIFIED FOR MULTIPLE LOT GROUPS - If such is the case, Bidders are requested to complete and submit a separate form for each Lot Group. \*\***

Indicate Applicable Lot Group(s): \_\_\_\_\_

<b>7 X 24 X 365 Network Operations Center</b>
The Contractor must have a fully staffed (7x24x365) Network Operations Center for trouble reporting purposes. ITS requires that troubles be able to be reported 24 hours/day, 7days/week, 365 days/year. Describe in detail how Bidder intends to meet this requirement. Please include a detailed <u>description of Bidder’s trouble reporting procedures for ITS.</u>
<b>Maintenance Repair</b>
Contractor must provide twenty-four hour seven day a week (24x7x365) maintenance repair on all <u>requested service. Describe your capabilities and support that will be provided.</u>
<b>Trouble Report Tracking</b>
<u>Bidder must identify and detail the trouble reporting procedures tracking and resolution for service.</u>
<b>Monthly Summary Report</b>
Contractor must provide monthly summary report for closed trouble tickets including circuit numbers <u>affected, ticket numbers, reported trouble, open/closed circuits, trouble resolution and duration.</u>
<b>Maintenance</b>
Routine maintenance and scheduled non-routine maintenance that is reasonably expected to produce any signal discontinuity shall be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6 a.m. local time. Contractor will avoid performing any maintenance between 6 a.m. and 10 p.m. local time, Monday through Friday, inclusive, that would <u>disrupt the continuity or performance level of the dark fibers.</u>

NEW YORK STATE  
Office of Information Technology Services

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is hereby executed between the State of New York (State), acting by and through the New York State Office of Information Technology Services (ITS), having its principal place of business at State Capitol, ESP, P.O. Box 2062, Albany, New York 12220-0062, and \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ (hereinafter "Contractor") in relation to: INSTRUCTION RECITE/REFERENCE AGREEMENT/SOW (hereinafter "Engagement").

**Part 1 - Definitions**

**A. Confidential Information**

'Confidential Information' (hereinafter "Confidential Information") shall be defined to include any information that ITS or the State, regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, state employees, electronic systems, or third party contractors) provides to Contractor, or which Contractor obtains, discovers, derives or otherwise becomes aware of solely as a result of this Engagement other than:

- a) information that is previously rightfully known to the Contractor without restriction on disclosure;
- b) information that is or becomes, from no act or failure to act on the part of the Contractor, generally known in the relevant industry or in the public domain; or
- c) information that is independently developed by Contractor without the use of Confidential Information.

Title to all Confidential Information remains the exclusive property of the State. Confidential Information is provided on an "as is" basis, and the State of New York makes no warranties, guarantees or representations of any kind express or implied, or arising by custom or trade usage, as to any matter whatsoever, without limitation, and specifically makes no implied warranty of fitness for any particular purpose or use, including but not limited to adequacy, accuracy, completeness or conformity to any representation, description, sample or model.

**B. Authorized Person**

"Authorized Person" shall be defined as those persons within Contractor's employ or control identified by Contractor to ITS as having a need to receive, possess, store, access, or view Confidential Information for an Authorized Use.

**C. Authorized Use**

"Authorized Use" shall be defined as the use of Confidential Information by Contractor or Authorized Persons, solely for the purpose of performing the Engagement agreed to by Contractor, as now or hereafter modified or amended.

## **Part 2 - Confidentiality & Non-Disclosure Requirements**

### **A. Duty to Protect Confidential Information**

Upon execution of this Agreement, Contractor will be granted a non-exclusive, non-transferable license to display, use, duplicate, store, and disclose Confidential Information only for an Authorized Use. Contractor shall safeguard all Confidential Information received from the State to ensure that the Confidential Information is used only in accordance with this Agreement.

### **B. Measures to Protect Confidential Information**

Contractor shall take all of the following commercial measures to protect the Confidential Information:

a) **Use Restriction**

Confidential Information shall only be received, possessed, stored, accessed and/or viewed by Authorized Persons.

b) **Access by Authorized Person(s)**

- i. Contractor shall not permit Confidential Information to be received, possessed, stored, accessed, or viewed by any Authorized Person until such person has been provided with a copy of this Agreement, and agreed in writing to comply with the security obligations of this Agreement using the form in Exhibit 1. The written acknowledgment of Authorized Person(s) using the form in Exhibit 1 shall be made part of the Chain of Custody maintained by the Contractor.
- ii. Contractor shall specify for ITS approval any process used to duplicate, distribute or otherwise transmit Confidential Information to Authorized Person(s). Contractor shall not be allowed to use any process which involves the use of any public internet or other non-secure medium.

c) **Security Obligations Regarding Confidential Information**

Contractor shall advise Authorized Person(s) who receive, possess, store, access, or view Confidential Information from Contractor that they are subject to the following security obligations:

- i. Contractor shall designate an Authorized Person to act on Contractor's behalf as the SOLE person authorized to duplicate, distribute or otherwise transmit Confidential Information and shall provide in writing the name and contact information of the Authorized Person to ITS.
- ii. Unless otherwise authorized by ITS, Confidential Information may NOT be stored on personal (non-business) computing or other electronic devices, or taken or removed in any form outside of the control of the Contractor.
- iii. Confidential Information may only be duplicated, distributed or otherwise transmitted "as is", without alteration of any kind. "Confidential" or "Copyright" notices, whether originally in physical or electronic medium, shall not be removed from and shall be duplicated on Confidential Information when such information is duplicated, distributed or otherwise transmitted in accordance with this Agreement.
- iv. Other than as set forth in (a-c), above, Confidential Information may not be duplicated, distributed, stored or otherwise transmitted or communicated to or by any person or system. Authorized Person(s) may not copy, re-duplicate, re-transmit or re-distribute Confidential Information, in any form, whether whole or in part, or in any medium, whether electronic or hard copy.
- v. Upon termination of employment or engagement by the Contractor, Authorized Person(s) shall be required to return Confidential Information to Contractor, and to certify that all electronic, optical or other copies have been destroyed within any electronic storage or other medium.

d) **Chain of Custody**

Contractor shall be required to keep and submit with the Certification of Return of Confidential Information an accurate and complete record of all copies of the Confidential Information that have been made, distributed and/or transmitted to Authorized Person(s), and the written acknowledgment of Authorized Person(s) to comply with this Agreement. Additionally, Contractor shall at conclusion of the Engagement submit to ITS on Contractor's letterhead a Certification from each Authorized Person using the form in Exhibit 2.

e) **Certification by Contractor of Return of Confidential Information**

Contractor shall at conclusion of the Engagement submit to ITS on Contractor's letterhead a Certification of Return or Destruction of Confidential Information using the form in Exhibit 3.

**Termination**

The license to use Confidential Information terminates automatically upon the happening of any of the following: (a) breach of this agreement; (b) completion of Contractor’s Engagement; or, (c) termination of Contractor’s Engagement.

**Compliance**

The failure of Contractor to furnish the required certification and comply with the terms of this Agreement will be deemed a breach of the Agreement and, if applicable, grounds for non-payment. Breach of this Agreement may be considered by the State as an issue of responsibility as to such entity in future contracting opportunities with the State.

In addition to the foregoing, if Contractor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorney’s fees) for losses or damages resulting from such breach. Contractor is deemed to acknowledge that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information.

**Governing Laws**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, Contractor has caused this Agreement to be signed as of the date set forth below.

**INSERT NAME OF CONTRACTOR** \_\_\_\_\_

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2012, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he maintains an office at \_\_\_\_\_, City/Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

(If an individual): s/he executed the foregoing instrument in his/her name and on his/her own behalf.

(If a corporation): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): s/he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, s/he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): s/he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Registration No.





**EXHIBIT 3**

**CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION BY CONTRACTOR.  
PURSUANT TO CONFIDENTIAL NON-DISCLOSURE AGREEMENT THE NEW YORK STATE OFFICE OF INFORMATION  
TECHNOLOGY SERVICES DATED XXXXXXXX**

Contractor, having a principal place of business at xxxxxxxxxxxxxxxxxxxxxxxxxxxx (hereinafter xxxxxx), and having entered into a Confidential Non-Disclosure Agreement (NDA) with the NYS Office of Information Technology Services (ITS) on xxxxxx for the purpose of xxxxxxxxxxxxxxxxxxxxxxxxxxxx (Engagement), and having been provided by ITS with Confidential Information in accordance with that NDA, now certifies on behalf of itself and all Authorized Persons provided Confidential Information under the Engagement, as to the following:

- a) that the documented chain of custody, attached hereto, names all Authorized Person(s) to whom the Confidential Information was duplicated, distributed or transmitted, and
- b) as to such Authorized Person(s) that the Confidential Information provided by the State has been returned to the State, and that all duplicates, regardless of format, have been destroyed or permanently deleted from all forms of electronic storage, and
- c) Contractor has attached certifications of Authorized Person(s) to whom the Confidential Information was duplicated, distributed or transmitted, that all copies of Confidential Information have been returned to Contractor and that the Authorized Person has destroyed or permanently deleted all duplicates of Confidential Information from all forms of electronic storage.

This Certification is hereby executed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**APPENDIX I - NETWORK ACCESS POINT LOCATIONS**

**(NOTE: Specific Addresses will be provided to Contractors Upon Request. Should a Bidder need to contact the a NAP(s) in order to determine which two (2) NAP points to specify as it preferred PAL connections, Bidders are instructed to write to the Solicitation Contact at [Debra.Mainville@ogs.ny.gov](mailto:Debra.Mainville@ogs.ny.gov) .**

NAPs that are installed and in operation

Empire State Plaza Albany	Harriman State Office Bldg. Campus Albany
West Main Street Rochester	Hawley Street Binghamton
Franklin Street Buffalo	Main Street Buffalo
Lafayette Street Manhattan	Main Street White Plains
MetroTech South Brooklyn	Veteran's Memorial Highway Hauppauge
East Washington Street Syracuse	Genesee Street Utica
Market Street Poughkeepsie	

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
ATM	OC3	12209	518436	ATM	OC3	12226	518486
ATM	OC3	12205	518457	ATM	OC3	12226	518486
ATM	OC3	12242	518486	ATM	OC3	12226	518486
ATM	OC3	12601	518486	ATM	OC3	12242	518486
ATM	OC3	12242	518486	ATM	OC3	12242	518486
ATM	OC3	12561	518486	ATM	OC3	12242	518486
ATM	OC3	10013	518486	ATM	OC3	12242	518486
ATM	OC3	10601	518486	ATM	OC3	12242	518486
ATM	OC3	13901	518486	ATM	OC3	12242	518486
ATM	OC3	13502	518486	ATM	OC3	12242	518486
ATM	OC3	13202	518486	ATM	OC3	12242	518486
ATM	OC3	14203	518486	Ethernet	100 Mb	10924	845291
ATM	OC3	14202	518486	Ethernet	100 Mb	12601	518402
ATM	OC3	12237	518473	Ethernet	10 Mb	10011	646805
ATM	OC3	12205	518485	Ethernet	10 Mb	10019	212621
ATM	OC3	12242	518486	Ethernet	10 Mb	11201	718780
ATM	OC3	12242	518486	Ethernet	10 Mb	13760	607741
ATM	OC3	12202	518486	Ethernet	100 Mb	10573	518457
ATM	OC3	12226	518486	Ethernet	100 Mb	14203	518457
ATM	OC3	13901	607721	Ethernet	10 Mb	10014	212352
ATM	OC3	13901	607721	Ethernet	100 Mb	10019	212459
ATM	OC3	13901	607721	Ethernet	10 Mb	14213	716816
ATM	OC3	13901	607721	Ethernet	10 Mb	11717	631761
ATM	OC3	13901	607721	Ethernet	10 Mb	10962	845680
ATM	OC3	12207	518402	Ethernet	10 Mb	10035	646672
ATM	OC3	12203	518402	Ethernet	100 Mb	10005	212416
ATM	OC3	14203	716847	Ethernet	10 Mb	10007	212417
ATM	OC3	12226	518486	Ethernet	100 Mb	10038	212383
ATM	OC3	12226	518402	Ethernet	100 Mb	11101	718482
ATM	OC3	12442	518402	Ethernet	100 Mb	11432	718523
ATM	OC3	13502	518474	Ethernet	10 Mb	11530	518457
ATM	OC3	13202	518474	Ethernet	100 Mb	12144	518408
ATM	OC3	14614	518474	Ethernet	100 Mb	12144	518408
ATM	OC3	14203	518486	Ethernet	10 Mb	12203	518474
ATM	OC3	10013	518486	Ethernet	1 Gb	10601	914287
ATM	OC3	10013	518486	Ethernet	1 Gb	10013	212442
ATM	OC3	10013	518486	Ethernet	1 Gb	10004	212428
ATM	OC3	10013	518486	Ethernet	100 Mb	10532	917773
ATM	OC3	12242	518486	Ethernet	100 Mb	10017	212681
ATM	OC3	12242	518486	Ethernet	100 Mb	10038	212676
ATM	OC3	12242	518486	Ethernet	100 Mb	11788	518486
ATM	OC3	12226	518486	Ethernet	100 Mb	11217	212417
ATM	OC3	12226	518486	Frame	56k	32803	407975

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	07030	201386	Frame	256k	14608	585242
Frame	56k	07310	201852	Frame	256k	10940	845342
Frame	56k	12226	518485	Frame	512k	14817	607539
Frame	56k	07302	212547	Frame	256k	11042	516470
Frame	1.5 MB	14607	716238	Frame	512k	14543	585533
Frame	56k	13815	607337	Frame	1.5 MB	12095	518762
Frame	128k	14614	716263	Frame	1.5 MB	12095	518762
Frame	384k	10924	845615	Frame	56k	14614	585528
Frame	56k	10918	845469	Frame	384k	13068	607844
Frame	56k	12771	845856	Frame	512k	13753	607746
Frame	56k	13815	607337	Frame	256k	14608	585325
Frame	56k	10918	845291	Frame	56k	14424	585396
Frame	56k	12095	518736	Frame	768k	14609	585266
Frame	56k	10950	845782	Frame	256k	14624	585349
Frame	56k	14614	585428	Frame	512k	14604	585262
Frame	56k	14612	585581	Frame	512k	14607	716258
Frame	256k	13815	607334	Frame	768k	14424	585396
Frame	256k	13827	607687	Frame	384k	14569	585786
Frame	256k	14605	585464	Frame	512k	14609	585654
Frame	256k	14510	716243	Frame	256k	14608	585275
Frame	256k	14605	716454	Frame	512k	14616	585865
Frame	1.5 MB	14604	585325	Frame	256k	14614	585325
Frame	1.5 MB	14427	585493	Frame	768k	14607	585238
Frame	56k	14604	585232	Frame	256k	14615	585325
Frame	256k	14609	585336	Frame	512k	14510	585243
Frame	256k	14611	585464	Frame	256k	14611	585328
Frame	256k	14424	585394	Frame	512k	12903	518561
Frame	256k	14420	585637	Frame	384k	14474	585533
Frame	256k	14543	585533	Frame	384k	14454	585243
Frame	256k	14615	585621	Frame	384k	14605	585256
Frame	56k	14610	585654	Frame	56k	14620	585241
Frame	56k	14480	585346	Frame	256k	14618	585271
Frame	56k	13753	607746	Frame	1.5 MB	14534	585586
Frame	1.5 MB	14604	585423	Frame	1.5 MB	14534	716586
Frame	56k	13755	607363	Frame	1.5 MB	14559	716352
Frame	56k	13856	607865	Frame	1.5 MB	14569	716786
Frame	56k	13441	315330	Frame	1.5 MB	14411	585343
Frame	56k	07305	212363	Frame	1.5 MB	14424	585396
Frame	256k	13804	607265	Frame	56k	14202	716961
Frame	512k	11599	516571	Frame	512k	14772	716358
Frame	256k	10601	914995	Frame	384k	14624	585426
Frame	56k	14424	585396	Frame	384k	10952	845406
Frame	512k	10451	718664	Frame	56k	10007	212805
Frame	384k	12571	845758	Frame	384k	10458	646772

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	1.5 MB	14480	585272	Frame	56k	12095	518736
Frame	1.5 MB	14445	585586	Frame	56k	13309	315943
Frame	1.5 MB	14623	585272	Frame	56k	10924	845294
Frame	1.5 MB	14623	585272	Frame	128k	10924	845291
Frame	1.5 MB	14623	585272	Frame	56k	10917	845928
Frame	512k	14543	585533	Frame	56k	14701	716483
Frame	256k	12087	518725	Frame	56k	14779	716354
Frame	256k	12401	845853	Frame	128k	14757	716499
Frame	256k	12842	518648	Frame	56k	13420	315369
Frame	128k	12550	845561	Frame	56k	13360	315428
Frame	512k	14701	716665	Frame	56k	13053	607844
Frame	256k	14607	585258	Frame	56k	13367	315376
Frame	256k	10926	845774	Frame	56k	13367	315376
Frame	256k	13782	607746	Frame	56k	13367	315376
Frame	256k	14608	585325	Frame	56k	12549	845457
Frame	256k	10940	845956	Frame	56k	10924	914615
Frame	256k	13782	607746	Frame	56k	12533	914221
Frame	512k	10924	845615	Frame	56k	13815	607334
Frame	56k	12572	845876	Frame	56k	14802	607587
Frame	1.5 MB	14623	585437	Frame	56k	13838	607561
Frame	256k	13502	315235	Frame	56k	12979	518297
Frame	768k	14614	585258	Frame	56k	12549	845457
Frame	56k	12786	845807	Frame	56k	12586	914778
Frame	256k	14701	716664	Frame	56k	12770	914557
Frame	56k	13367	315376	Frame	56k	12571	845758
Frame	56k	13815	607336	Frame	56k	12589	845895
Frame	512k	13069	315591	Frame	56k	12566	845744
Frame	256k	14618	585241	Frame	56k	12580	914889
Frame	256k	14207	716796	Frame	56k	13069	315598
Frame	768k	14569	585786	Frame	56k	13104	315682
Frame	256k	10924	845651	Frame	56k	14063	716679
Frame	768k	12903	518561	Frame	56k	10709	914961
Frame	256k	14454	585243	Frame	56k	14886	607387
Frame	56k	13815	607334	Frame	128k	10278	212384
Frame	512k	11201	718403	Frame	56k	10914	845497
Frame	256k	12553	914567	Frame	56k	10918	914469
Frame	56k	12108	518548	Frame	56k	10990	845986
Frame	56k	12822	518654	Frame	56k	10992	845496
Frame	56k	12072	518853	Frame	56k	10924	914294
Frame	56k	12068	518853	Frame	56k	10940	845343
Frame	56k	12143	518756	Frame	56k	10940	914692
Frame	56k	12157	518295	Frame	56k	10940	845344
Frame	56k	12051	518731	Frame	56k	10924	845291
Frame	56k	12078	518773	Frame	56k	14424	716396

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	14424	716396	Frame	384k	12305	518347
Frame	56k	14569	716786	Frame	384k	11201	718237
Frame	56k	14618	716784	Frame	384k	12534	518828
Frame	56k	14454	716243	Frame	256k	10033	917521
Frame	56k	14482	716768	Frame	1.5 MB	13202	315479
Frame	56k	14427	716658	Frame	768k	12207	518447
Frame	56k	14530	716237	Frame	384k	12206	518462
Frame	56k	14607	716232	Frame	256k	10927	845429
Frame	56k	14424	585396	Frame	1.5 MB	10705	914375
Frame	56k	14604	716263	Frame	384k	10960	845358
Frame	56k	14617	716336	Frame	768k	12901	518565
Frame	128k	14424	716396	Frame	768k	14701	716661
Frame	128k	14614	585428	Frame	512k	12953	518481
Frame	128k	08857	732679	Frame	768k	13045	607753
Frame	256k	13669	315394	Frame	768k	14305	716278
Frame	256k	10314	718982	Frame	768k	13114	315963
Frame	1.5 MB	11501	518248	Frame	768k	13502	315798
Frame	256k	11791	516921	Frame	1.5 MB	10970	845364
Frame	256k	13248	315568	Frame	768k	13202	315423
Frame	256k	10924	845291	Frame	512k	12180	518283
Frame	1.5 MB	11788	631853	Frame	512k	10924	845291
Frame	512k	13421	315363	Frame	768k	12020	518884
Frame	768k	12206	518462	Frame	768k	12305	518388
Frame	384k	13601	315785	Frame	768k	14489	315946
Frame	384k	13501	315798	Frame	512k	14527	315536
Frame	384k	13440	315336	Frame	1.5 MB	12401	845334
Frame	256k	13668	315353	Frame	768k	14850	607274
Frame	256k	13202	315475	Frame	768k	13202	315426
Frame	256k	13204	315435	Frame	512k	10451	718993
Frame	256k	12603	607773	Frame	56k	10701	914963
Frame	256k	10532	914493	Frame	384k	11432	718860
Frame	384k	14120	716743	Frame	512k	14760	716373
Frame	384k	10037	212926	Frame	384k	14209	716883
Frame	256k	11717	631761	Frame	768k	11201	718522
Frame	768k	14203	716847	Frame	1.5 MB	11208	718348
Frame	384k	12114	845794	Frame	1.5 MB	10301	718720
Frame	256k	10004	917228	Frame	256k	10035	212831
Frame	768k	10027	212280	Frame	384k	11722	631853
Frame	512k	10451	718590	Frame	256k	13440	315339
Frame	56k	12754	845292	Frame	256k	13655	518358
Frame	512k	10038	212374	Frame	256k	12304	518370
Frame	256k	13601	315782	Frame	256k	12866	518587
Frame	768k	10027	917493	Frame	384k	12845	518761
Frame	512k	10027	212749	Frame	256k	12202	518447

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	512k	11788	631853	Frame	1.5 MB	12550	845562
Frame	256k	12229	518402	Frame	1.5 MB	10940	845343
Frame	1.5 MB	11792	631929	Frame	1.5 MB	10956	845634
Frame	768k	11788	631434	Frame	1.5 MB	12401	845331
Frame	1.5 MB	12242	000000	Frame	1.5 MB	10536	914232
Frame	768k	10512	845225	Frame	1.5 MB	10595	914592
Frame	1.5 MB	11501	516571	Frame	1.5 MB	12601	914471
Frame	384k	12571	845758	Frame	1.5 MB	14513	716272
Frame	56k	12208	518474	Frame	1.5 MB	14075	716649
Frame	1.5 MB	11788	631952	Frame	1.5 MB	14075	716649
Frame	1.5 MB	11101	718482	Frame	1.5 MB	14779	716945
Frame	1.5 MB	13202	315428	Frame	1.5 MB	14757	716653
Frame	1.5 MB	13601	315785	Frame	1.5 MB	14043	716683
Frame	1.5 MB	12186	518765	Frame	1.5 MB	12953	716785
Frame	1.5 MB	12188	518237	Frame	1.5 MB	13669	315393
Frame	56k	12801	518798	Frame	1.5 MB	13601	716785
Frame	768k	12095	518736	Frame	1.5 MB	13367	315376
Frame	768k	12601	845473	Frame	512k	12207	518447
Frame	512k	12845	518761	Frame	1.5 MB	13601	315785
Frame	768k	12804	518792	Frame	1.5 MB	11566	516378
Frame	512k	11219	718232	Frame	1.5 MB	11791	516935
Frame	512k	10301	718447	Frame	1.5 MB	11530	516222
Frame	1.5 MB	12839	518747	Frame	1.5 MB	11901	631727
Frame	1.5 MB	12932	518873	Frame	1.5 MB	11722	631231
Frame	1.5 MB	12413	518622	Frame	1.5 MB	11747	631420
Frame	1.5 MB	12144	518286	Frame	1.5 MB	11722	516231
Frame	1.5 MB	12866	518584	Frame	1.5 MB	11357	718767
Frame	1.5 MB	12303	518393	Frame	256k	13126	315312
Frame	1.5 MB	12885	518623	Frame	1.5 MB	12901	518563
Frame	1.5 MB	12842	518457	Frame	128k	12237	518473
Frame	1.5 MB	13350	518866	Frame	1.5 MB	13202	315426
Frame	1.5 MB	12070	518457	Frame	1.5 MB	10038	212383
Frame	1.5 MB	13502	315732	Frame	1.5 MB	11788	631952
Frame	1.5 MB	12440	315336	Frame	256k	14203	716856
Frame	1.5 MB	13502	315793	Frame	512k	10005	212558
Frame	1.5 MB	13144	315963	Frame	768k	10533	914591
Frame	1.5 MB	13212	315458	Frame	256k	11216	718636
Frame	1.5 MB	13165	315539	Frame	384k	14020	716344
Frame	1.5 MB	13045	607756	Frame	768k	14020	716344
Frame	1.5 MB	13212	315458	Frame	256k	14020	716344
Frame	1.5 MB	13031	315672	Frame	56k	12524	845831
Frame	1.5 MB	12534	518828	Frame	56k	14891	607535
Frame	1.5 MB	12601	845454	Frame	56k	11501	516571
Frame	1.5 MB	12531	845878	Frame	56k	10002	646613

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	11370	646248	Frame	56k	11568	516626
Frame	56k	10019	212459	Frame	56k	11550	516483
Frame	128k	10007	718422	Frame	56k	12020	518884
Frame	256k	11201	718237	Frame	256k	11106	718361
Frame	256k	10271	212417	Frame	512k	10522	914693
Frame	56k	11722	631712	Frame	512k	12078	518725
Frame	56k	11901	631727	Frame	512k	14048	716363
Frame	56k	11959	631653	Frame	384k	12204	518449
Frame	56k	11787	631360	Frame	384k	13202	315442
Frame	56k	11788	631853	Frame	56k	11747	631694
Frame	56k	12603	845485	Frame	512k	10701	914965
Frame	56k	12601	845451	Frame	384k	10522	914693
Frame	56k	11201	631712	Frame	512k	10603	914997
Frame	56k	12866	518587	Frame	512k	10703	914376
Frame	56k	12180	518270	Frame	56k	13413	315724
Frame	56k	10956	845638	Frame	56k	14411	585589
Frame	56k	13201	315253	Frame	56k	10454	718585
Frame	768k	14757	716753	Frame	128k	10007	212805
Frame	384k	10977	845371	Frame	56k	10928	845446
Frame	768k	11432	718557	Frame	56k	12180	518270
Frame	1.5 MB	13601	315782	Frame	56k	11378	718786
Frame	1.5 MB	11702	631661	Frame	56k	10018	212971
Frame	768k	11208	718827	Frame	256k	12308	518386
Frame	1.5 MB	14094	716438	Frame	256k	11203	718773
Frame	768k	10001	212243	Frame	56k	11968	631283
Frame	256k	10453	718960	Frame	256k	12754	845292
Frame	512k	12208	518426	Frame	56k	11378	718786
Frame	1.5 MB	10475	716648	Frame	56k	10576	914764
Frame	768k	11216	718735	Frame	56k	11370	718546
Frame	56k	11415	718286	Frame	56k	12480	845688
Frame	512k	13617	315386	Frame	1.5 MB	13601	315785
Frame	512k	10003	212529	Frame	768k	10007	212240
Frame	768k	10455	718960	Frame	768k	11542	516676
Frame	256k	10468	718325	Frame	56k	13676	315265
Frame	384k	11217	718827	Frame	256k	13021	315253
Frame	256k	11235	718616	Frame	384k	12701	845794
Frame	56k	11205	718694	Frame	768k	11530	516228
Frame	56k	11101	718361	Frame	512k	12029	518781
Frame	56k	10018	212971	Frame	56k	12207	518431
Frame	56k	10001	212268	Frame	56k	10580	914967
Frame	56k	12550	845564	Frame	1.5 MB	11801	516934
Frame	56k	11231	718254	Frame	56k	13601	315785
Frame	56k	11359	718281	Frame	768k	12550	845568
Frame	56k	11565	516599	Frame	56k	10601	914682

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	1.5 MB	10280	212267	Frame	256k	14901	607737
Frame	1.5 MB	12206	518473	Frame	256k	13820	607433
Frame	1.5 MB	11530	516222	Frame	512k	10011	212352
Frame	256k	10305	718442	Frame	1.5 MB	11788	631435
Frame	384k	10457	718731	Frame	1.5 MB	13204	315425
Frame	512k	11432	718658	Frame	1.5 MB	12553	845567
Frame	1.5 MB	11722	631831	Frame	1.5 MB	14202	716856
Frame	768k	11788	516952	Frame	1.5 MB	10027	212961
Frame	384k	10038	212361	Frame	768k	10027	212961
Frame	256k	12534	518828	Frame	1.5 MB	11735	631752
Frame	768k	13163	315366	Frame	256k	10801	914813
Frame	384k	12180	518270	Frame	256k	12528	845883
Frame	768k	12180	518270	Frame	256k	12754	845292
Frame	1.5 MB	14303	716284	Frame	256k	10509	845278
Frame	56k	11747	631694	Frame	512k	10035	212860
Frame	512k	13601	315785	Frame	512k	11207	718240
Frame	384k	13204	315424	Frame	256k	10954	845623
Frame	256k	12043	518234	Frame	256k	14202	716858
Frame	256k	12207	518465	Frame	256k	11758	516797
Frame	384k	11694	718318	Frame	256k	13203	315475
Frame	768k	10022	212371	Frame	384k	14701	716661
Frame	256k	14895	716593	Frame	56k	10548	914737
Frame	256k	12068	518853	Frame	256k	10459	718589
Frame	256k	12043	518234	Frame	512k	11219	718854
Frame	256k	12839	518746	Frame	256k	11207	718240
Frame	256k	13655	518358	Frame	256k	10009	212477
Frame	256k	14094	716439	Frame	256k	10035	212289
Frame	256k	14760	716373	Frame	256k	10016	212562
Frame	256k	12932	716373	Frame	256k	10038	212312
Frame	256k	14208	716887	Frame	256k	10451	718579
Frame	256k	12866	518587	Frame	256k	10455	718401
Frame	256k	12845	518761	Frame	256k	10025	212865
Frame	384k	12204	518426	Frame	256k	11205	718636
Frame	384k	13045	607756	Frame	256k	11213	718774
Frame	56k	10507	914666	Frame	256k	10036	212769
Frame	256k	13045	607753	Frame	512k	11211	718852
Frame	256k	13021	315253	Frame	256k	103053408	718226
Frame	256k	12202	518432	Frame	256k	117884290	631853
Frame	256k	13126	315343	Frame	256k	10454	718579
Frame	256k	12180	518272	Frame	256k	12414	518943
Frame	256k	14850	607274	Frame	56k	13440	315339
Frame	512k	11722	631648	Frame	384k	11725	516462
Frame	56k	11735	631265	Frame	56k	10512	845225
Frame	256k	14810	607776	Frame	256k	11203	718940

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	256k	11205	718260	Frame	56k	12204	518402
Frame	256k	11207	718240	Frame	56k	10010	212206
Frame	56k	12550	845561	Frame	384k	14813	585268
Frame	1.5 MB	12110	518782	Frame	256k	13224	315446
Frame	1.5 MB	00000	718828	Frame	256k	11211	718782
Frame	1.5 MB	00000	718479	Frame	1.5 MB	14779	716354
Frame	1.5 MB	13317	518673	Frame	1.5 MB	13078	315492
Frame	1.5 MB	12095	518853	Frame	1.5 MB	11702	631669
Frame	1.5 MB	13501	315793	Frame	1.5 MB	14303	716278
Frame	1.5 MB	13057	315448	Frame	1.5 MB	10911	845786
Frame	1.5 MB	13212	315428	Frame	1.5 MB	12866	518584
Frame	1.5 MB	13215	315469	Frame	1.5 MB	13607	315482
Frame	1.5 MB	00000	716847	Frame	1.5 MB	10027	212866
Frame	1.5 MB	00000	716667	Frame	512k	10011	212727
Frame	1.5 MB	12953	518643	Frame	384k	10301	718273
Frame	1.5 MB	13619	315785	Frame	384k	10031	212862
Frame	1.5 MB	00000	631582	Frame	256k	12180	518270
Frame	256k	12932	518873	Frame	384k	10462	718239
Frame	256k	13601	315782	Frame	56k	10801	914699
Frame	56k	10987	845351	Frame	256k	10550	914668
Frame	56k	12180	518270	Frame	1.5 MB	14886	607387
Frame	56k	10566	914734	Frame	256k	10459	718991
Frame	512k	11201	718522	Frame	384k	11101	718784
Frame	1.5 MB	12047	518237	Frame	384k	10451	718993
Frame	1.5 MB	12580	845889	Frame	512k	11216	718483
Frame	1.5 MB	11201	718694	Frame	256k	10701	914965
Frame	256k	12414	518943	Frame	512k	11779	631854
Frame	768k	14411	585589	Frame	512k	10458	718220
Frame	56k	13790	607729	Frame	256k	14202	716883
Frame	256k	10924	845294	Frame	256k	11238	718230
Frame	56k	12202	518443	Frame	384k	12953	518483
Frame	56k	11024	516773	Frame	384k	12203	515242
Frame	768k	14301	716278	Frame	256k	11238	718398
Frame	384k	12010	518842	Frame	1.5 MB	12305	518344
Frame	256k	12553	845561	Frame	384k	14760	716373
Frame	256k	10605	914761	Frame	56k	11430	718244
Frame	512k	12901	518561	Frame	56k	11432	718558
Frame	512k	13027	315638	Frame	512k	10026	212825
Frame	256k	13602	315772	Frame	512k	10001	212290
Frame	512k	14094	716433	Frame	512k	10017	212503
Frame	256k	10954	845623	Frame	256k	11217	718722
Frame	256k	10970	845364	Frame	256k	13421	315363
Frame	512k	10956	845638	Frame	256k	13502	315798
Frame	256k	10606	914937	Frame	256k	13202	315435

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	256k	13090	315652	Frame	512k	14813	585268
Frame	256k	13617	315386	Frame	384k	14202	716883
Frame	256k	14217	716874	Frame	768k	13021	315253
Frame	256k	14020	585344	Frame	768k	14221	716634
Frame	256k	14411	585589	Frame	768k	12828	518746
Frame	256k	14424	315866	Frame	512k	13165	315539
Frame	56k	12203	518690	Frame	56k	12524	845896
Frame	512k	12305	518388	Frame	256k	14303	716285
Frame	256k	14075	716649	Frame	256k	10977	845364
Frame	256k	14207	716876	Frame	256k	12508	845831
Frame	256k	14202	716858	Frame	256k	10002	212238
Frame	256k	14212	716891	Frame	256k	10457	718294
Frame	256k	14202	716858	Frame	512k	14891	607535
Frame	512k	11212	718495	Frame	256k	10035	212845
Frame	256k	12962	518565	Frame	384k	10509	845279
Frame	512k	11207	718452	Frame	512k	12308	518388
Frame	512k	12754	845292	Frame	256k	10013	212226
Frame	768k	12068	518853	Frame	256k	10013	212274
Frame	384k	14701	716665	Frame	256k	11432	718526
Frame	384k	13820	607432	Frame	256k	11102	718383
Frame	512k	12842	518648	Frame	256k	11106	718726
Frame	512k	12206	518437	Frame	256k	11385	718381
Frame	512k	14218	716828	Frame	256k	11355	718691
Frame	256k	12208	518438	Frame	256k	11355	718961
Frame	256k	10562	914941	Frame	256k	11212	718498
Frame	256k	10566	914734	Frame	256k	11207	718342
Frame	256k	12601	845452	Frame	256k	11211	718383
Frame	768k	11201	718722	Frame	256k	10940	845346
Frame	1.5 MB	10013	212964	Frame	256k	10550	914699
Frame	512k	14411	585589	Frame	256k	10701	914968
Frame	56k	12047	518233	Frame	256k	10607	914989
Frame	256k	14048	716366	Frame	256k	10802	914637
Frame	256k	14701	716483	Frame	256k	10466	718231
Frame	384k	13815	607334	Frame	256k	10701	914231
Frame	512k	13367	315376	Frame	256k	10467	718519
Frame	56k	14853	607274	Frame	256k	10461	718918
Frame	384k	12601	845452	Frame	256k	10040	212304
Frame	384k	10903	845359	Frame	256k	10032	212305
Frame	384k	11530	516873	Frame	256k	10032	212928
Frame	768k	12401	845338	Frame	256k	10032	212305
Frame	512k	14202	716847	Frame	256k	10011	212604
Frame	512k	10305	718390	Frame	256k	10452	718588
Frame	768k	11355	718321	Frame	256k	10452	718681
Frame	512k	12157	518295	Frame	256k	11590	516571

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	256k	10452	718960	Frame	512k	13350	315867
Frame	256k	10453	718901	Frame	256k	10927	845429
Frame	256k	10458	718220	Frame	256k	10025	212523
Frame	256k	10029	212427	Frame	256k	10019	212523
Frame	256k	10453	718839	Frame	256k	10035	212423
Frame	256k	10453	718839	Frame	256k	11221	718919
Frame	256k	10451	718579	Frame	256k	11225	718467
Frame	256k	11434	718883	Frame	256k	11226	718940
Frame	256k	11432	718883	Frame	256k	11201	718250
Frame	256k	11432	718558	Frame	256k	11224	718946
Frame	256k	11237	718456	Frame	256k	11235	718616
Frame	256k	10457	718299	Frame	256k	11554	516572
Frame	256k	11220	718633	Frame	56k	12401	845340
Frame	256k	11215	718832	Frame	56k	13202	315448
Frame	256k	11213	718774	Frame	1.5 MB	14202	716853
Frame	256k	11211	718384	Frame	1.5 MB	11788	631952
Frame	256k	11231	718885	Frame	1.5 MB	10965	845732
Frame	256k	11215	718768	Frame	1.5 MB	13204	315423
Frame	256k	11237	718963	Frame	256k	12095	518762
Frame	512k	11203	718245	Frame	56k	10940	845344
Frame	256k	11210	718338	Frame	256k	10501	516571
Frame	256k	11206	718963	Frame	384k	12201	518465
Frame	256k	11207	718443	Frame	384k	14843	607324
Frame	256k	11221	718630	Frame	256k	10452	718716
Frame	256k	11221	718963	Frame	384k	11201	718422
Frame	256k	11691	718868	Frame	256k	10457	718960
Frame	256k	10310	718876	Frame	256k	12208	518482
Frame	256k	10304	718818	Frame	256k	10595	914949
Frame	256k	10573	914813	Frame	256k	12203	518436
Frame	256k	11701	631854	Frame	256k	14218	716828
Frame	256k	11798	631854	Frame	56k	10924	845651
Frame	256k	11740	631854	Frame	384k	10301	718720
Frame	256k	11722	631853	Frame	56k	12020	518885
Frame	256k	11717	631853	Frame	256k	11207	718647
Frame	256k	11967	631852	Frame	256k	13655	518358
Frame	256k	11772	631854	Frame	256k	10970	845364
Frame	256k	11901	631852	Frame	256k	10037	212939
Frame	256k	11968	631852	Frame	256k	10031	212926
Frame	256k	11520	516571	Frame	256k	10029	212423
Frame	256k	11003	516571	Frame	256k	10456	718503
Frame	256k	11550	516572	Frame	256k	10461	718829
Frame	512k	12932	518873	Frame	256k	10458	718405
Frame	512k	13815	607337	Frame	256k	11418	718206
Frame	512k	14094	716439	Frame	256k	11208	718647

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	256k	11435	718558	Frame	256k	12493	845384
Frame	256k	11229	718332	Frame	56k	12206	518445
Frame	256k	10029	212369	Frame	384k	14203	716882
Frame	256k	11211	718455	Frame	256k	13502	315735
Frame	256k	10459	718991	Frame	56k	14843	607324
Frame	56k	10704	914237	Frame	56k	14202	716853
Frame	512k	12304	518346	Frame	56k	13502	315735
Frame	384k	14904	607737	Frame	56k	11217	718254
Frame	256k	12189	518273	Frame	1.5 MB	14202	716847
Frame	256k	10029	212987	Frame	256k	13203	315472
Frame	512k	12206	518482	Frame	256k	14210	716822
Frame	256k	10467	718547	Frame	512k	11201	718875
Frame	384k	14843	607324	Frame	256k	13669	315393
Frame	384k	11237	718497	Frame	1.5 MB	10017	212878
Frame	56k	12033	518477	Frame	256k	11212	718922
Frame	512k	11216	718230	Frame	256k	11435	718523
Frame	256k	12095	518762	Frame	384k	14263	716845
Frame	56k	14901	607734	Frame	56k	11975	631537
Frame	256k	12603	845473	Frame	56k	12953	518481
Frame	56k	11570	516705	Frame	56k	12481	845657
Frame	384k	14513	315331	Frame	128k	13202	315435
Frame	56k	14092	716298	Frame	384k	13842	607538
Frame	56k	10045	212720	Frame	384k	13471	315245
Frame	56k	11554	516572	Frame	256k	12534	518822
Frame	1.5 MB	11788	631853	Frame	256k	11221	718574
Frame	256k	12078	518725	Frame	256k	11216	718638
Frame	256k	14215	716898	Frame	256k	10467	718798
Frame	256k	10007	212442	Frame	256k	13904	607775
Frame	56k	10014	646336	Frame	256k	12866	518580
Frame	56k	11530	516683	Frame	256k	10956	845638
Frame	1.5 MB	10013	212442	Frame	512k	10451	718993
Frame	256k	10038	212425	Frame	256k	11225	718773
Frame	256k	13367	315376	Frame	56k	12932	518873
Frame	56k	12402	845331	Frame	768k	12414	518943
Frame	56k	12458	845883	Frame	56k	12414	518943
Frame	256k	11220	555555	Frame	384k	11701	631691
Frame	384k	11201	718625	Frame	56k	11021	516487
Frame	256k	11373	718334	Frame	56k	13126	315349
Frame	56k	13441	315334	Frame	384k	13088	315451
Frame	256k	11373	718334	Frame	256k	12550	845568
Frame	1.5 MB	11101	718482	Frame	256k	10002	212222
Frame	256k	12201	718237	Frame	256k	11733	631444
Frame	1.5 MB	14870	607962	Frame	1.5 MB	11201	718923
Frame	256k	12401	845331	Frame	512k	13202	315479

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	384k	12147	518797	Frame	256k	13601	315785
Frame	512k	13021	315253	Frame	256k	14843	607324
Frame	512k	12985	518643	Frame	56k	10001	212929
Frame	256k	14753	716925	Frame	1.5 MB	10281	212267
Frame	384k	14741	716945	Frame	256k	11375	718263
Frame	768k	12534	518828	Frame	56k	12220	518473
Frame	256k	12513	518851	Frame	512k	14541	315585
Frame	512k	12513	518851	Frame	56k	11747	631293
Frame	512k	12528	845691	Frame	384k	10457	718294
Frame	128k	11520	516623	Frame	512k	10027	212961
Frame	128k	11432	718523	Frame	56k	10006	212809
Frame	256k	11207	718498	Frame	256k	11375	718263
Frame	384k	12308	518382	Frame	256k	11375	718263
Frame	1.5 MB	12514	914941	Frame	256k	12203	518438
Frame	384k	13842	607538	Frame	56k	13202	315442
Frame	256k	10977	845425	Frame	56k	13424	315765
Frame	256k	13471	315245	Frame	56k	12303	518344
Frame	512k	14882	607533	Frame	56k	10305	718354
Frame	512k	14882	607533	Frame	256k	14305	716285
Frame	256k	10314	718761	Frame	56k	11105	212876
Frame	256k	14222	716882	Frame	56k	11572	516632
Frame	256k	14218	716828	Frame	1.5 MB	00000	718262
Frame	256k	10019	212903	Frame	56k	11501	516663
Frame	256k	12027	518399	Frame	56k	12205	518457
Frame	56k	11738	631451	Frame	256k	11694	718945
Frame	384k	10035	212860	Frame	256k	11432	718334
Frame	256k	14214	716874	Frame	768k	12144	518473
Frame	256k	10030	212690	Frame	256k	11691	718471
Frame	384k	11201	888819	Frame	256k	11375	718263
Frame	56k	11963	631725	Frame	384k	13601	315786
Frame	512k	11788	631854	Frame	384k	10011	212229
Frame	384k	10029	212410	Frame	256k	10003	212477
Frame	384k	10007	212334	Frame	256k	11218	718686
Frame	512k	13440	315338	Frame	56k	12144	518462
Frame	56k	14304	716297	Frame	256k	12901	518561
Frame	256k	10400	718320	Frame	512k	10025	212662
Frame	256k	10452	718590	Frame	256k	11798	631491
Frame	256k	10201	718727	Frame	56k	10801	914637
Frame	256k	13021	315255	Frame	56k	10550	914664
Frame	56k	11561	516897	Frame	256k	13904	607721
Frame	1.5 MB	10532	914773	Frame	384k	10601	914761
Frame	256k	11746	631667	Frame	56k	14150	716871
Frame	256k	11201	718222	Frame	56k	12845	518668
Frame	256k	10453	718365	Frame	56k	12701	845794

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	10512	845225	Frame	512k	13326	607547
Frame	56k	11020	914381	Frame	768k	14904	607737
Frame	56k	11020	516482	Frame	384k	13901	607778
Frame	56k	11530	516742	Frame	512k	13827	607687
Frame	56k	12144	518479	Frame	56k	14850	607257
Frame	56k	12305	518382	Frame	256k	11208	718647
Frame	56k	11946	631728	Frame	56k	12428	845647
Frame	56k	12498	845679	Frame	56k	12561	845255
Frame	56k	11001	516326	Frame	512k	10115	212870
Frame	56k	11542	516676	Frame	56k	10512	845225
Frame	56k	12203	518458	Frame	256k	14895	585593
Frame	56k	13617	315379	Frame	256k	13204	315476
Frame	56k	14810	607664	Frame	256k	11201	718246
Frame	256k	13421	315363	Frame	256k	11798	631643
Frame	384k	12524	845831	Frame	256k	13205	315476
Frame	384k	12458	845647	Frame	256k	10019	212459
Frame	384k	14902	607733	Frame	256k	11374	718286
Frame	384k	12508	845831	Frame	56k	10014	212627
Frame	384k	14871	845737	Frame	256k	13820	607432
Frame	384k	12733	845434	Frame	256k	11238	718399
Frame	384k	12788	845434	Frame	256k	11434	718723
Frame	56k	11001	718610	Frame	256k	10309	718996
Frame	256k	12305	518388	Frame	512k	10458	718364
Frame	512k	14202	716858	Frame	56k	12603	845452
Frame	384k	14202	716858	Frame	384k	13204	315424
Frame	56k	12413	518622	Frame	56k	13210	315435
Frame	56k	10458	718741	Frame	256k	13211	315463
Frame	56k	12110	518785	Frame	1.5 MB	12514	845266
Frame	512k	10006	212598	Frame	256k	11203	718467
Frame	56k	12845	518761	Frame	1.5 MB	14739	607324
Frame	512k	14901	607733	Frame	128k	12242	518486
Frame	128k	12845	518761	Frame	56k	19108	215351
Frame	1.5 MB	10038	212383	Frame	56k	95827	916204
Frame	56k	13601	315785	Frame	1.5 MB	14020	716343
Frame	1.5 MB	13202	315428	Frame	1.5 MB	14843	607324
Frame	512k	13902	607772	Frame	1.5 MB	14843	607324
Frame	512k	11432	718523	Frame	1.5 MB	14901	607535
Frame	256k	14901	607734	Frame	1.5 MB	14843	607324
Frame	384k	13905	607771	Frame	1.5 MB	13827	607324
Frame	56k	13905	607798	Frame	1.5 MB	14856	607776
Frame	384k	14810	607776	Frame	1.5 MB	14845	607739
Frame	56k	13901	607778	Frame	1.5 MB	14843	607324
Frame	512k	11901	631852	Frame	1.5 MB	13904	607775
Frame	768k	14810	607776	Frame	1.5 MB	13830	607843

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	1.5 MB	13783	607637	Frame	1.5 MB	13601	315785
Frame	1.5 MB	13820	607432	Frame	256k	13021	315253
Frame	1.5 MB	12043	518234	Frame	256k	10952	845426
Frame	256k	13211	315473	Frame	256k	10469	718653
Frame	56k	12144	518283	Frame	128k	10607	914682
Frame	256k	13206	315463	Frame	128k	12307	518388
Frame	1.5 MB	11550	516485	Frame	56k	13901	607778
Frame	256k	12305	518388	Frame	56k	12233	518457
Frame	384k	10029	646672	Frame	128k	13260	315448
Frame	256k	12206	518434	Frame	128k	11415	718286
Frame	512k	14203	716856	Frame	128k	11550	516572
Frame	1.5 MB	10801	914632	Frame	128k	10013	212335
Frame	512k	13326	607547	Frame	768k	11772	631687
Frame	512k	11204	718686	Frame	384k	12866	518587
Frame	256k	11216	718399	Frame	256k	11223	718855
Frame	512k	13203	315425	Frame	256k	11201	718624
Frame	256k	11373	718334	Frame	128k	10550	914665
Frame	512k	14094	716438	Frame	128k	12211	518869
Frame	256k	12553	845567	Frame	1.5 MB	10309	718966
Frame	256k	11542	516571	Frame	256k	10451	718585
Frame	256k	10466	718325	Frame	1.5 MB	10954	845358
Frame	56k	10516	845265	Frame	256k	11530	516747
Frame	128k	11369	718397	Frame	768k	10540	914248
Frame	128k	11357	718747	Frame	56k	13655	518358
Frame	56k	07114	973465	Frame	256k	10304	718556
Frame	128k	14225	716632	Frame	256k	12307	518374
Frame	128k	11219	718436	Frame	256k	13827	607687
Frame	128k	12211	518463	Frame	256k	11217	718302
Frame	128k	11219	718339	Frame	512k	11798	631854
Frame	128k	11377	718334	Frame	128k	11975	631587
Frame	128k	10306	718667	Frame	256k	12206	518462
Frame	256k	11201	718422	Frame	256k	10522	914693
Frame	256k	13069	315343	Frame	256k	10013	212941
Frame	256k	12754	845292	Frame	256k	12206	518462
Frame	1.5 MB	13901	607721	Frame	512k	11727	631854
Frame	512k	10004	212699	Frame	256k	10007	212788
Frame	256k	10470	718325	Frame	256k	11201	718875
Frame	256k	10033	212749	Frame	768k	11763	631716
Frame	384k	14218	716828	Frame	512k	11717	631854
Frame	1.5 MB	13904	607721	Frame	384k	13215	315435
Frame	1.5 MB	13601	315785	Frame	256k	11727	631853
Frame	1.5 MB	14843	607324	Frame	384k	12207	518285
Frame	1.5 MB	14843	607324	Frame	512k	10007	212676
Frame	1.5 MB	14843	607324	Frame	512k	12804	518761

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	768k	11791	516921	Frame	256k	11226	718856
Frame	256k	10451	718665	Frame	256k	10454	718292
Frame	56k	13827	607687	Frame	256k	10301	718720
Frame	512k	14075	716648	Frame	256k	11433	718658
Frame	512k	12203	518453	Frame	256k	11434	718276
Frame	384k	14203	716854	Frame	256k	13501	315732
Frame	512k	11216	718622	Frame	56k	14202	716853
Frame	512k	14214	716835	Frame	256k	11428	718776
Frame	256k	10960	845358	Frame	256k	10002	212219
Frame	256k	13502	315733	Frame	512k	10010	212696
Frame	512k	11693	718318	Frame	256k	10467	718798
Frame	56k	12233	518402	Frame	256k	10028	212861
Frame	512k	14830	607936	Frame	256k	11419	718847
Frame	256k	13126	315343	Frame	256k	11414	718641
Frame	256k	14865	607535	Frame	56k	12401	845340
Frame	256k	14513	315331	Frame	256k	10452	718293
Frame	256k	12932	518873	Frame	256k	10029	212534
Frame	512k	10455	718993	Frame	256k	10468	718584
Frame	56k	10512	845808	Frame	256k	10532	914773
Frame	512k	14209	716882	Frame	256k	10532	914773
Frame	256k	13790	607729	Frame	256k	10532	914773
Frame	256k	14850	607273	Frame	256k	10532	914773
Frame	384k	10016	212481	Frame	256k	10532	914773
Frame	56k	11754	631269	Frame	256k	10035	212348
Frame	256k	14206	716822	Frame	256k	13642	315287
Frame	56k	11787	631360	Frame	256k	11692	718945
Frame	512k	10451	718742	Frame	256k	11201	718643
Frame	384k	11207	718495	Frame	256k	10035	212410
Frame	256k	13601	315782	Frame	256k	10019	212632
Frame	56k	12180	518266	Frame	56k	10007	212788
Frame	56k	10510	914762	Frame	256k	11216	718622
Frame	384k	11433	718262	Frame	256k	11208	718277
Frame	256k	13440	315339	Frame	256k	10451	718562
Frame	256k	14150	716877	Frame	256k	10030	212368
Frame	256k	10451	718537	Frame	512k	10454	718993
Frame	256k	10457	718901	Frame	256k	10033	212740
Frame	256k	11207	718345	Frame	256k	12307	518346
Frame	256k	10475	718320	Frame	56k	10279	212233
Frame	256k	10301	718727	Frame	56k	10566	914734
Frame	256k	11235	718769	Frame	256k	13655	518358
Frame	256k	11212	718498	Frame	256k	13655	518358
Frame	256k	11203	718221	Frame	256k	12493	845384
Frame	256k	11212	718447	Frame	512k	10004	212361
Frame	256k	11226	718693	Frame	256k	14456	315781

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	12528	845691	Frame	256k	10548	914737
Frame	56k	11030	516562	Frame	256k	10014	212807
Frame	512k	10956	845638	Frame	512k	12211	518391
Frame	256k	14214	716832	Frame	56k	10025	212280
Frame	256k	11213	718735	Frame	256k	13205	315474
Frame	56k	11901	631905	Frame	256k	11368	718429
Frame	256k	11218	718000	Frame	256k	12508	845831
Frame	56k	13440	315337	Frame	256k	11201	718250
Frame	56k	12248	518455	Frame	256k	10302	718447
Frame	56k	11201	347534	Frame	56k	12210	518473
Frame	56k	11722	631712	Frame	56k	11978	631288
Frame	512k	13350	315867	Frame	56k	10025	212316
Frame	512k	13669	315393	Frame	56k	11217	718250
Frame	512k	13021	315253	Frame	56k	13210	315423
Frame	512k	14048	716366	Frame	56k	10001	212643
Frame	256k	12983	518891	Frame	56k	10016	212679
Frame	256k	11201	718875	Frame	56k	10019	212264
Frame	512k	14850	607272	Frame	56k	11232	718499
Frame	512k	14456	315789	Frame	256k	14489	315946
Frame	512k	11216	718398	Frame	56k	14843	607776
Frame	56k	11963	631725	Frame	256k	14576	716938
Frame	256k	13214	315445	Frame	1.5 MB	11415	718268
Frame	512k	13501	315798	Frame	256k	10467	718798
Frame	512k	12953	518481	Frame	512k	10451	718665
Frame	56k	12207	518487	Frame	56k	11375	718263
Frame	256k	12205	518435	Frame	256k	11788	631851
Frame	56k	10456	718842	Frame	56k	10111	212206
Frame	512k	10566	914737	Frame	56k	13205	315474
Frame	56k	13461	315363	Frame	56k	10461	718824
Frame	512k	14456	315789	Frame	256k	10460	718589
Frame	256k	10701	914231	Frame	56k	10467	718920
Frame	56k	10014	917408	Frame	56k	11427	718264
Frame	56k	12953	518483	Frame	56k	11207	718495
Frame	56k	13340	315894	Frame	56k	11214	718963
Frame	256k	10466	718920	Frame	56k	11232	718965
Frame	256k	10013	212766	Frame	256k	11432	718657
Frame	256k	10027	212666	Frame	56k	10025	212864
Frame	256k	11236	718385	Frame	56k	10014	212229
Frame	128k	11230	718252	Frame	384k	10013	212274
Frame	128k	11209	718833	Frame	56k	10305	718667
Frame	256k	10509	845278	Frame	56k	10310	718390
Frame	56k	10456	718579	Frame	56k	11219	718232
Frame	56k	11415	718520	Frame	512k	13601	315785
Frame	256k	11768	631261	Frame	56k	10962	914359

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	10984	914947	Frame	56k	10301	718727
Frame	384k	12081	518793	Frame	256k	11550	516485
Frame	1.5 MB	12701	914791	Frame	384k	14411	716589
Frame	384k	13350	315866	Frame	56k	14120	716692
Frame	56k	14901	607734	Frame	56k	14020	716345
Frame	56k	11226	718284	Frame	56k	12144	518473
Frame	56k	10302	718447	Frame	56k	12043	518234
Frame	56k	14020	585343	Frame	56k	12180	518273
Frame	256k	14215	716881	Frame	56k	12090	518686
Frame	256k	14224	716675	Frame	56k	12010	518842
Frame	56k	14891	607535	Frame	56k	12084	518356
Frame	384k	13662	315769	Frame	56k	12144	518462
Frame	256k	12983	518891	Frame	56k	12065	518383
Frame	256k	12986	518359	Frame	56k	12047	518237
Frame	384k	14830	607962	Frame	56k	12020	518885
Frame	56k	11351	718997	Frame	56k	12054	518439
Frame	256k	14513	315331	Frame	56k	13407	315866
Frame	56k	12226	518485	Frame	56k	13440	315339
Frame	56k	14009	585492	Frame	56k	12401	845334
Frame	384k	14127	716852	Frame	56k	14260	716645
Frame	256k	14813	716268	Frame	56k	14779	716945
Frame	56k	10031	212650	Frame	56k	14813	716268
Frame	1.5 MB	10031	212694	Frame	56k	14760	716376
Frame	56k	11435	718739	Frame	56k	14706	716373
Frame	384k	11791	516921	Frame	56k	14203	716847
Frame	384k	12983	518891	Frame	56k	14202	716843
Frame	384k	13820	607432	Frame	56k	14895	716593
Frame	384k	13601	315785	Frame	56k	14303	716278
Frame	384k	14456	315789	Frame	56k	14127	716662
Frame	384k	13617	315386	Frame	56k	14302	716278
Frame	384k	14843	607324	Frame	56k	14760	716373
Frame	56k	14103	585798	Frame	56k	14470	716590
Frame	56k	14216	716877	Frame	56k	14202	716551
Frame	56k	13045	607753	Frame	56k	13244	315443
Frame	56k	14527	315536	Frame	56k	13350	315867
Frame	56k	14048	716366	Frame	56k	13340	315895
Frame	56k	13827	607723	Frame	56k	13350	315867
Frame	56k	14760	716373	Frame	56k	13329	315429
Frame	56k	12901	518561	Frame	56k	13350	315866
Frame	56k	13753	518873	Frame	56k	13501	315798
Frame	56k	12010	518842	Frame	56k	12356	315697
Frame	56k	11010	516358	Frame	56k	13365	315823
Frame	768k	12306	518356	Frame	56k	13357	315894
Frame	256k	10474	718764	Frame	56k	13219	315487

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	13501	315793	Frame	56k	13760	607785
Frame	56k	13350	315867	Frame	56k	14903	607733
Frame	56k	13202	315234	Frame	56k	13827	607687
Frame	56k	12224	518474	Frame	56k	13901	607721
Frame	56k	12238	518474	Frame	56k	14901	607734
Frame	56k	12207	518473	Frame	56k	13827	607687
Frame	56k	12306	518355	Frame	56k	12828	518747
Frame	56k	12305	518388	Frame	56k	12977	518897
Frame	56k	12207	518431	Frame	56k	12901	518561
Frame	56k	12233	518457	Frame	56k	12839	518747
Frame	56k	12223	518474	Frame	56k	12534	518828
Frame	56k	12302	518384	Frame	56k	12986	518359
Frame	56k	12229	518474	Frame	56k	12414	518943
Frame	56k	12206	518459	Frame	56k	12828	518746
Frame	56k	12207	518436	Frame	56k	12901	518563
Frame	56k	12208	518473	Frame	56k	12953	518483
Frame	128k	12309	518374	Frame	56k	12901	518565
Frame	56k	12524	845831	Frame	56k	12866	518584
Frame	56k	12458	914647	Frame	56k	12953	518483
Frame	56k	12472	845658	Frame	56k	12883	518585
Frame	56k	12538	914229	Frame	56k	12946	518523
Frame	56k	12547	914795	Frame	56k	12414	518943
Frame	56k	12553	845563	Frame	56k	12932	518873
Frame	56k	12449	914382	Frame	56k	12206	518457
Frame	56k	12477	845246	Frame	56k	12953	518481
Frame	56k	12428	845647	Frame	56k	14901	607737
Frame	56k	12508	845831	Frame	56k	13820	607433
Frame	56k	12477	845246	Frame	56k	12207	518487
Frame	56k	12561	845256	Frame	56k	12186	518765
Frame	56k	12561	845255	Frame	56k	12701	845794
Frame	56k	12518	845534	Frame	56k	12754	845292
Frame	56k	12550	845563	Frame	56k	12701	845794
Frame	56k	14810	607776	Frame	56k	12601	845486
Frame	56k	14892	607565	Frame	56k	12754	845292
Frame	56k	14891	607535	Frame	56k	12590	914297
Frame	56k	14901	607737	Frame	56k	12603	845486
Frame	56k	14902	607734	Frame	56k	12701	845794
Frame	56k	13902	607777	Frame	56k	12590	845463
Frame	56k	13850	607754	Frame	56k	12601	845486
Frame	56k	14845	607739	Frame	56k	13126	315342
Frame	56k	14830	607962	Frame	56k	13165	315539
Frame	56k	14810	607776	Frame	56k	13045	607758
Frame	56k	13326	607547	Frame	56k	13148	315568
Frame	56k	14810	607776	Frame	56k	13202	315428

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	13041	315652	Frame	56k	11235	718630
Frame	56k	13021	315253	Frame	128k	14755	716938
Frame	56k	13209	315468	Frame	56k	10463	718901
Frame	56k	13078	315492	Frame	56k	10504	914273
Frame	56k	13045	607753	Frame	56k	10601	914422
Frame	56k	13350	315867	Frame	56k	10520	914271
Frame	56k	13202	315442	Frame	56k	10532	914592
Frame	56k	13211	315454	Frame	56k	10507	914241
Frame	56k	14850	607274	Frame	56k	10512	845225
Frame	56k	14850	607257	Frame	56k	10507	914241
Frame	56k	13165	315539	Frame	56k	10512	845225
Frame	56k	12222	518442	Frame	56k	10522	914693
Frame	56k	12207	518487	Frame	56k	10475	718320
Frame	56k	12226	518457	Frame	56k	10502	914693
Frame	56k	12302	518374	Frame	56k	10514	914238
Frame	56k	12508	845838	Frame	56k	10533	914591
Frame	56k	12779	845434	Frame	56k	10052	718556
Frame	56k	12983	518891	Frame	56k	11779	631467
Frame	56k	12801	518761	Frame	56k	11768	631261
Frame	56k	12188	518237	Frame	56k	11964	631749
Frame	56k	12207	518474	Frame	56k	11751	631224
Frame	56k	12204	518485	Frame	56k	11771	516922
Frame	56k	12186	518270	Frame	56k	11937	631324
Frame	56k	12204	518463	Frame	128k	11958	631765
Frame	56k	12183	518273	Frame	56k	11901	631852
Frame	56k	12189	518266	Frame	56k	13045	607753
Frame	56k	12189	518270	Frame	56k	13021	315255
Frame	56k	12180	518270	Frame	56k	14202	716551
Frame	56k	12206	518473	Frame	56k	14020	716551
Frame	56k	12118	518664	Frame	56k	14048	716366
Frame	56k	12180	518270	Frame	56k	14150	716447
Frame	56k	12203	518457	Frame	56k	14202	716551
Frame	56k	12227	518485	Frame	56k	14020	716343
Frame	56k	10548	914737	Frame	56k	14020	716343
Frame	56k	10549	914241	Frame	56k	14095	716438
Frame	56k	10543	914777	Frame	56k	14094	716439
Frame	56k	11201	718254	Frame	56k	14103	716798
Frame	56k	11021	516482	Frame	56k	14094	716439
Frame	56k	17722	516715	Frame	56k	14009	716492
Frame	56k	11050	516883	Frame	56k	14202	716551
Frame	56k	11568	516876	Frame	56k	14301	716285
Frame	56k	11101	718482	Frame	56k	14202	716853
Frame	56k	11024	516482	Frame	56k	14075	716648
Frame	56k	11201	718254	Frame	56k	10956	845638

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	10601	914422	Frame	56k	10314	718982
Frame	56k	10977	845356	Frame	56k	10707	914961
Frame	56k	10956	845638	Frame	56k	10962	845359
Frame	56k	10801	914654	Frame	56k	10803	914738
Frame	56k	11224	718449	Frame	56k	10708	914337
Frame	56k	11434	718553	Frame	56k	10803	914738
Frame	56k	11214	718714	Frame	56k	10605	914989
Frame	56k	11234	718338	Frame	56k	10980	914786
Frame	56k	11430	718995	Frame	56k	10911	914786
Frame	56k	11501	516571	Frame	56k	10925	845477
Frame	56k	11374	718896	Frame	56k	10706	914478
Frame	56k	11231	718254	Frame	56k	10701	914377
Frame	56k	10023	718630	Frame	56k	10710	914377
Frame	56k	10301	718876	Frame	56k	10956	845639
Frame	56k	11435	718298	Frame	56k	10920	845267
Frame	56k	11554	516572	Frame	56k	10962	845359
Frame	56k	11590	516571	Frame	56k	10901	914357
Frame	56k	11569	516897	Frame	56k	11201	718522
Frame	56k	11771	516573	Frame	56k	10701	914377
Frame	56k	11520	516378	Frame	56k	13505	315738
Frame	56k	10560	914669	Frame	56k	13502	718724
Frame	56k	10577	914251	Frame	56k	14527	315536
Frame	56k	10591	914631	Frame	56k	12180	518276
Frame	56k	10598	914962	Frame	56k	12110	518220
Frame	56k	10528	914835	Frame	56k	12020	518884
Frame	56k	10566	914739	Frame	56k	10004	212837
Frame	56k	10591	914631	Frame	56k	10011	212337
Frame	56k	10590	914763	Frame	56k	10278	212284
Frame	56k	10538	914834	Frame	56k	10007	212436
Frame	56k	10570	914769	Frame	56k	11201	718403
Frame	56k	10601	914682	Frame	56k	11201	718250
Frame	56k	10550	914813	Frame	56k	11106	718626
Frame	56k	10573	914939	Frame	56k	11201	718250
Frame	56k	10541	845628	Frame	56k	11211	718722
Frame	56k	10583	914722	Frame	56k	11050	516883
Frame	56k	10018	212239	Frame	56k	10996	845938
Frame	56k	11356	718670	Frame	56k	10010	212686
Frame	56k	10598	914245	Frame	56k	10038	212344
Frame	56k	10595	914769	Frame	56k	10018	212239
Frame	56k	11590	516571	Frame	56k	10006	212742
Frame	56k	10510	914941	Frame	56k	10271	212417
Frame	56k	10468	718960	Frame	56k	10004	212480
Frame	56k	10453	718289	Frame	56k	10013	212237
Frame	56k	10528	914967	Frame	56k	11433	718558

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Frame	56k	10001	212630	Frame	56k	10018	212878
Frame	56k	10004	212688	Frame	56k	11768	631754
Frame	56k	11701	631264	Frame	56k	11743	631549
Frame	56k	11967	631854	Frame	56k	11747	631420
Frame	56k	11563	516599	Frame	56k	11908	631852
Frame	56k	11702	516669	Frame	56k	11747	631501
Frame	56k	11501	516873	Frame	56k	12401	914340
Frame	56k	11545	516626	Frame	56k	10922	845446
Frame	56k	11570	516766	Frame	56k	12401	845338
Frame	56k	11561	516573	Frame	56k	12561	845257
Frame	56k	13501	315798	Frame	56k	12401	845340
Frame	56k	14489	315649	Frame	56k	11550	516485
Frame	56k	13619	315493	Frame	56k	11716	631218
Frame	56k	14853	607255	Frame	384k	10309	718356
Frame	56k	13601	315785	Frame	384k	14011	716591
Frame	56k	13669	315393	Frame	384k	10506	914241
Frame	56k	14850	607272	Frame	384k	12929	518492
Frame	56k	14433	315923	Frame	384k	12821	518639
Frame	56k	14522	315597	Frame	384k	10562	914941
Frame	56k	13662	315769	Frame	384k	14004	716937
Frame	56k	13617	315379	Frame	100 Mb	14202	716853
Frame	56k	13617	315386	Frame	100 Mb	13901	607724
Frame	56k	14513	315331	Frame	256k	12953	518402
Frame	56k	13642	315287	Frame	256k	10591	518402
Frame	56k	14489	315946	Frame	56k	07302	212547
Frame	56k	14456	315789	Frame	56k	07030	201386
Frame	56k	12208	518626	Frame	56k	08857	201852
Frame	56k	14850	607274	Private Line	1.5 Mb	14004	716937
Frame	56k	13602	315772	Private Line	1.5 Mb	14760	607276
Frame	56k	13607	315482	Private Line	1.5 Mb	14303	716278
Frame	56k	10016	212330	Private Line	1.5 Mb	14701	716665
Frame	56k	10031	212694	Private Line	1.5 Mb	14735	585567
Frame	56k	10271	212416	Private Line	1.5 Mb	14072	716773
Frame	56k	10035	212360	Private Line	1.5 Mb	14305	716297
Frame	56k	10019	212541	Private Line	1.5 Mb	14001	716542
Frame	56k	10956	845638	Private Line	1.5 Mb	14202	716851
Frame	56k	10014	212337	Private Line	1.5 Mb	14030	716532
Frame	56k	11430	718244	Private Line	1.5 Mb	14075	716649
Frame	56k	10006	212635	Private Line	1.5 Mb	14813	585268
Frame	56k	10031	212650	Private Line	1.5 Mb	14094	716434
Frame	56k	10013	212815	Private Line	1.5 Mb	12983	518891
Frame	56k	10007	212637	Private Line	1.5 Mb	12928	518597
Frame	56k	11201	718722	Private Line	1.5 Mb	13617	315379
Frame	56k	11978	631288	Private Line	1.5 Mb	12921	518846

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	12933	518594	Private Line	1.5 Mb	14845	607739
Private Line	1.5 Mb	12977	518897	Private Line	1.5 Mb	14425	585398
Private Line	1.5 Mb	12855	518532	Private Line	1.5 Mb	14485	585582
Private Line	1.5 Mb	12953	518483	Private Line	1.5 Mb	14865	607535
Private Line	1.5 Mb	13662	315769	Private Line	1.5 Mb	14489	315946
Private Line	1.5 Mb	13669	315393	Private Line	1.5 Mb	14870	607962
Private Line	1.5 Mb	12870	518532	Private Line	1.5 Mb	14611	585529
Private Line	1.5 Mb	12972	518643	Private Line	1.5 Mb	14425	585742
Private Line	1.5 Mb	12993	518962	Private Line	1.5 Mb	14568	315986
Private Line	1.5 Mb	13697	315389	Private Line	1.5 Mb	14589	315589
Private Line	1.5 Mb	13736	607657	Private Line	1.5 Mb	12051	518731
Private Line	1.5 Mb	13795	607775	Private Line	1.5 Mb	10940	845856
Private Line	1.5 Mb	13838	607561	Private Line	1.5 Mb	12754	845292
Private Line	1.5 Mb	12455	845586	Private Line	1.5 Mb	12401	845334
Private Line	1.5 Mb	13326	607547	Private Line	1.5 Mb	12525	845255
Private Line	1.5 Mb	13077	607749	Private Line	1.5 Mb	12771	845856
Private Line	1.5 Mb	13732	607687	Private Line	1.5 Mb	12528	845691
Private Line	1.5 Mb	13439	315858	Private Line	1.5 Mb	12553	845564
Private Line	1.5 Mb	13760	607754	Private Line	1.5 Mb	12401	607561
Private Line	1.5 Mb	13862	607692	Private Line	1.5 Mb	12550	845567
Private Line	1.5 Mb	14830	607936	Private Line	1.5 Mb	12566	845744
Private Line	1.5 Mb	13833	607648	Private Line	1.5 Mb	12776	845292
Private Line	1.5 Mb	13601	315232	Private Line	1.5 Mb	12481	845657
Private Line	1.5 Mb	13027	315638	Private Line	1.5 Mb	12553	845564
Private Line	1.5 Mb	13501	315734	Private Line	1.5 Mb	12553	845567
Private Line	1.5 Mb	13619	315493	Private Line	1.5 Mb	14425	845794
Private Line	1.5 Mb	13069	315593	Private Line	1.5 Mb	10958	845374
Private Line	1.5 Mb	13036	315668	Private Line	1.5 Mb	12228	518474
Private Line	1.5 Mb	13088	315461	Private Line	1.5 Mb	12814	518644
Private Line	1.5 Mb	13440	315337	Private Line	1.5 Mb	12223	518474
Private Line	1.5 Mb	13403	315736	Private Line	1.5 Mb	12921	518494
Private Line	1.5 Mb	13122	315662	Private Line	1.5 Mb	12203	518458
Private Line	1.5 Mb	13673	315642	Private Line	1.5 Mb	12072	518853
Private Line	1.5 Mb	13431	315826	Private Line	1.5 Mb	12835	518696
Private Line	1.5 Mb	13219	315477	Private Line	1.5 Mb	12089	518477
Private Line	1.5 Mb	13501	315793	Private Line	1.5 Mb	12117	518661
Private Line	1.5 Mb	13157	315762	Private Line	1.5 Mb	12065	518373
Private Line	1.5 Mb	13601	315782	Private Line	1.5 Mb	12067	518768
Private Line	1.5 Mb	13480	315841	Private Line	1.5 Mb	12202	518449
Private Line	1.5 Mb	13491	315822	Private Line	1.5 Mb	12871	518695
Private Line	1.5 Mb	13057	315431	Private Line	1.5 Mb	12020	518885
Private Line	1.5 Mb	13021	315255	Private Line	1.5 Mb	12084	518456
Private Line	1.5 Mb	14823	607698	Private Line	1.5 Mb	12866	518581
Private Line	1.5 Mb	14428	585293	Private Line	1.5 Mb	12190	518924

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	12541	518851	Private Line	1.5 Mb	13471	315245
Private Line	1.5 Mb	10516	845265	Private Line	1.5 Mb	13021	315253
Private Line	1.5 Mb	10524	845424	Private Line	1.5 Mb	11746	631667
Private Line	1.5 Mb	12590	845298	Private Line	1.5 Mb	10467	718798
Private Line	1.5 Mb	12603	845677	Private Line	1.5 Mb	11225	718773
Private Line	1.5 Mb	12106	518758	Private Line	1.5 Mb	12513	518851
Private Line	1.5 Mb	12540	845452	Private Line	1.5 Mb	14753	716925
Private Line	1.5 Mb	10547	914788	Private Line	1.5 Mb	11216	716638
Private Line	1.5 Mb	12567	845876	Private Line	1.5 Mb	12513	518851
Private Line	1.5 Mb	10601	914422	Private Line	1.5 Mb	11221	718574
Private Line	1.5 Mb	10589	914277	Private Line	1.5 Mb	10924	845615
Private Line	1.5 Mb	10548	914737	Private Line	1.5 Mb	14741	716945
Private Line	1.5 Mb	11735	631756	Private Line	1.5 Mb	13021	315255
Private Line	1.5 Mb	11514	516352	Private Line	1.5 Mb	12528	845691
Private Line	1.5 Mb	11946	631728	Private Line	1.5 Mb	14882	607533
Private Line	1.5 Mb	10271	212416	Private Line	1.5 Mb	14882	607533
Private Line	1.5 Mb	10001	212216	Private Line	1.5 Mb	10940	845342
Private Line	1.5 Mb	10017	212681	Private Line	1.5 Mb	12144	518408
Private Line	1.5 Mb	10038	646610	Private Line	1.5 Mb	12571	845758
Private Line	1.5 Mb	10455	914424	Private Line	1.5 Mb	10314	718761
Private Line	1.5 Mb	10013	212335	Private Line	1.5 Mb	13471	315245
Private Line	1.5 Mb	12201	518465	Private Line	1.5 Mb	12095	518762
Private Line	1.5 Mb	14225	716836	Private Line	1.5 Mb	12095	518762
Private Line	1.5 Mb	14467	585334	Private Line	1.5 Mb	10532	914864
Private Line	1.5 Mb	14532	315539	Private Line	1.5 Mb	10038	646610
Private Line	1.5 Mb	12401	845331	Private Line	1.5 Mb	11790	631444
Private Line	1.5 Mb	12550	845567	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	10538	914834	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14081	518436	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	12188	518237	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14779	716372	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	13141	607749	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14867	607564	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	13607	315482	Private Line	1.5 Mb	10004	212709
Private Line	1.5 Mb	11790	631444	Private Line	1.5 Mb	12226	518402
Private Line	1.5 Mb	11101	718482	Private Line	1.5 Mb	14757	716753
Private Line	1.5 Mb	14020	518388	Private Line	1.5 Mb	12202	518443
Private Line	1.5 Mb	13842	607538	Private Line	1.5 Mb	14414	585226
Private Line	1.5 Mb	13842	607538	Private Line	1.5 Mb	14810	607776
Private Line	1.5 Mb	14474	585533	Private Line	1.5 Mb	12441	845254
Private Line	1.5 Mb	14474	585533	Private Line	1.5 Mb	14733	716851
Private Line	1.5 Mb	13804	607538	Private Line	1.5 Mb	13045	607753
Private Line	1.5 Mb	14817	607538	Private Line	1.5 Mb	12054	518439
Private Line	1.5 Mb	12895	518643	Private Line	1.5 Mb	14733	716665

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	12078	518773	Private Line	1.5 Mb	14420	585924
Private Line	1.5 Mb	12210	518782	Private Line	1.5 Mb	11003	516488
Private Line	1.5 Mb	13350	315866	Private Line	1.5 Mb	11003	718641
Private Line	1.5 Mb	13795	607775	Private Line	1.5 Mb	10004	212487
Private Line	1.5 Mb	13357	315376	Private Line	1.5 Mb	10004	212487
Private Line	1.5 Mb	11733	631444	Private Line	1.5 Mb	11779	631854
Private Line	1.5 Mb	12561	845256	Private Line	1.5 Mb	11779	631854
Private Line	1.5 Mb	11101	718482	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	12134	518773	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	14705	716372	Private Line	1.5 Mb	14779	716713
Private Line	1.5 Mb	13676	315265	Private Line	1.5 Mb	14755	716398
Private Line	1.5 Mb	12977	518402	Private Line	1.5 Mb	12203	518473
Private Line	1.5 Mb	12144	518257	Private Line	1.5 Mb	14779	716713
Private Line	1.5 Mb	12590	315265	Private Line	1.5 Mb	12085	518861
Private Line	1.5 Mb	12306	518357	Private Line	1.5 Mb	12901	518562
Private Line	1.5 Mb	13460	607674	Private Line	1.5 Mb	13601	315785
Private Line	1.5 Mb	12167	607652	Private Line	1.5 Mb	14263	716845
Private Line	1.5 Mb	13204	315426	Private Line	1.5 Mb	14202	716852
Private Line	1.5 Mb	12590	845831	Private Line	1.5 Mb	14614	585327
Private Line	1.5 Mb	12885	518623	Private Line	1.5 Mb	13204	315448
Private Line	1.5 Mb	13601	315785	Private Line	1.5 Mb	13088	315464
Private Line	1.5 Mb	12202	518402	Private Line	1.5 Mb	13501	315793
Private Line	1.5 Mb	11217	718722	Private Line	1.5 Mb	10027	212961
Private Line	1.5 Mb	14202	718722	Private Line	1.5 Mb	10027	212961
Private Line	1.5 Mb	10458	718563	Private Line	1.5 Mb	10027	212961
Private Line	1.5 Mb	11550	518481	Private Line	1.5 Mb	13202	315428
Private Line	1.5 Mb	10301	718816	Private Line	1.5 Mb	14203	716847
Private Line	1.5 Mb	13201	315473	Private Line	1.5 Mb	12205	518438
Private Line	1.5 Mb	10027	212961	Private Line	1.5 Mb	12801	518793
Private Line	1.5 Mb	10601	914948	Private Line	1.5 Mb	11788	631952
Private Line	1.5 Mb	11433	718262	Private Line	1.5 Mb	12553	845567
Private Line	1.5 Mb	11433	718262	Private Line	1.5 Mb	14614	585454
Private Line	1.5 Mb	12203	518453	Private Line	1.5 Mb	13901	607721
Private Line	1.5 Mb	10013	212274	Private Line	1.5 Mb	12603	845452
Private Line	1.5 Mb	10013	212274	Private Line	1.5 Mb	13901	607721
Private Line	1.5 Mb	12226	518453	Private Line	1.5 Mb	10993	845786
Private Line	1.5 Mb	12220	516473	Private Line	1.5 Mb	12601	845485
Private Line	1.5 Mb	13501	315793	Private Line	1.5 Mb	10006	212635
Private Line	1.5 Mb	13655	518358	Private Line	1.5 Mb	14202	716847
Private Line	1.5 Mb	13478	315363	Private Line	1.5 Mb	12180	518270
Private Line	1.5 Mb	14303	716284	Private Line	1.5 Mb	10001	212736
Private Line	1.5 Mb	12866	518584	Private Line	1.5 Mb	11720	631468
Private Line	1.5 Mb	12701	845794	Private Line	1.5 Mb	11788	631231
Private Line	1.5 Mb	14075	716649	Private Line	1.5 Mb	11501	516248

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	11356	718670	Private Line	1.5 Mb	14025	716941
Private Line	1.5 Mb	10601	914422	Private Line	1.5 Mb	14781	716761
Private Line	1.5 Mb	12110	518782	Private Line	1.5 Mb	14303	716278
Private Line	1.5 Mb	10947	845244	Private Line	1.5 Mb	14020	585345
Private Line	1.5 Mb	12929	518492	Private Line	1.5 Mb	14569	585786
Private Line	1.5 Mb	12582	845227	Private Line	1.5 Mb	12914	315769
Private Line	1.5 Mb	14556	585658	Private Line	1.5 Mb	12929	518492
Private Line	1.5 Mb	10532	914760	Private Line	1.5 Mb	13662	518483
Private Line	1.5 Mb	13669	315393	Private Line	1.5 Mb	13642	315287
Private Line	1.5 Mb	14224	716674	Private Line	1.5 Mb	12842	518648
Private Line	1.5 Mb	22013	518453	Private Line	1.5 Mb	12944	518834
Private Line	1.5 Mb	11716	631218	Private Line	1.5 Mb	13662	315384
Private Line	1.5 Mb	14011	585591	Private Line	1.5 Mb	12901	518563
Private Line	1.5 Mb	11201	718522	Private Line	1.5 Mb	13690	315848
Private Line	1.5 Mb	14901	607734	Private Line	1.5 Mb	12986	518359
Private Line	1.5 Mb	11735	631420	Private Line	1.5 Mb	12997	518946
Private Line	1.5 Mb	12821	518470	Private Line	1.5 Mb	14850	607272
Private Line	1.5 Mb	12582	914384	Private Line	1.5 Mb	13754	607467
Private Line	1.5 Mb	11550	516485	Private Line	1.5 Mb	13795	607775
Private Line	1.5 Mb	11217	646323	Private Line	1.5 Mb	13778	607656
Private Line	1.5 Mb	10801	914384	Private Line	1.5 Mb	14850	607347
Private Line	1.5 Mb	14301	585232	Private Line	1.5 Mb	13803	607849
Private Line	1.5 Mb	10022	646523	Private Line	1.5 Mb	13815	607334
Private Line	1.5 Mb	14607	585232	Private Line	1.5 Mb	13820	607432
Private Line	1.5 Mb	11217	646523	Private Line	1.5 Mb	13904	607762
Private Line	1.5 Mb	10301	646523	Private Line	1.5 Mb	12167	607652
Private Line	1.5 Mb	10001	212736	Private Line	1.5 Mb	13850	607766
Private Line	1.5 Mb	12242	518402	Private Line	1.5 Mb	13211	315454
Private Line	1.5 Mb	10011	212384	Private Line	1.5 Mb	13060	315689
Private Line	1.5 Mb	10993	845786	Private Line	1.5 Mb	13420	607334
Private Line	1.5 Mb	13601	315786	Private Line	1.5 Mb	13478	315361
Private Line	1.5 Mb	07310	201239	Private Line	1.5 Mb	13350	315866
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	13421	315363
Private Line	1.5 Mb	14411	585589	Private Line	1.5 Mb	13815	315779
Private Line	1.5 Mb	14020	585344	Private Line	1.5 Mb	13084	315677
Private Line	1.5 Mb	14031	716759	Private Line	1.5 Mb	13367	315376
Private Line	1.5 Mb	14731	716699	Private Line	1.5 Mb	13408	315684
Private Line	1.5 Mb	14063	716679	Private Line	1.5 Mb	13212	315455
Private Line	1.5 Mb	14080	716537	Private Line	1.5 Mb	13607	315658
Private Line	1.5 Mb	14020	585343	Private Line	1.5 Mb	13142	315298
Private Line	1.5 Mb	14760	716373	Private Line	1.5 Mb	13438	315831
Private Line	1.5 Mb	14482	585768	Private Line	1.5 Mb	13607	315482
Private Line	1.5 Mb	14101	716353	Private Line	1.5 Mb	13202	315448
Private Line	1.5 Mb	14035	716532	Private Line	1.5 Mb	13037	315687

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	14810	315363	Private Line	1.5 Mb	12065	518383
Private Line	1.5 Mb	14837	607243	Private Line	1.5 Mb	12831	518583
Private Line	1.5 Mb	14510	585658	Private Line	1.5 Mb	12301	518388
Private Line	1.5 Mb	14624	585279	Private Line	1.5 Mb	12043	518234
Private Line	1.5 Mb	14624	585436	Private Line	1.5 Mb	12193	518797
Private Line	1.5 Mb	13118	315497	Private Line	1.5 Mb	12302	518372
Private Line	1.5 Mb	14512	585374	Private Line	1.5 Mb	12226	518457
Private Line	1.5 Mb	14526	585586	Private Line	1.5 Mb	10601	914328
Private Line	1.5 Mb	14541	607869	Private Line	1.5 Mb	10509	845279
Private Line	1.5 Mb	14614	585428	Private Line	1.5 Mb	12125	518794
Private Line	1.5 Mb	13165	315539	Private Line	1.5 Mb	10590	914763
Private Line	1.5 Mb	14572	585728	Private Line	1.5 Mb	10567	914737
Private Line	1.5 Mb	14894	607732	Private Line	1.5 Mb	10520	914788
Private Line	1.5 Mb	14590	315594	Private Line	1.5 Mb	10576	914764
Private Line	1.5 Mb	10924	845291	Private Line	1.5 Mb	12572	845876
Private Line	1.5 Mb	12428	845626	Private Line	1.5 Mb	12522	845877
Private Line	1.5 Mb	10921	845651	Private Line	1.5 Mb	12582	845223
Private Line	1.5 Mb	12083	518966	Private Line	1.5 Mb	11717	516277
Private Line	1.5 Mb	10916	845344	Private Line	1.5 Mb	11501	516793
Private Line	1.5 Mb	10940	845344	Private Line	1.5 Mb	11580	516561
Private Line	1.5 Mb	12485	518589	Private Line	1.5 Mb	11415	718286
Private Line	1.5 Mb	12482	518622	Private Line	1.5 Mb	10013	212335
Private Line	1.5 Mb	10950	845782	Private Line	1.5 Mb	10011	212620
Private Line	1.5 Mb	12553	845567	Private Line	1.5 Mb	10013	212815
Private Line	1.5 Mb	12764	845252	Private Line	1.5 Mb	10035	917492
Private Line	1.5 Mb	10920	845267	Private Line	1.5 Mb	11430	718632
Private Line	1.5 Mb	10970	845353	Private Line	1.5 Mb	10591	914524
Private Line	1.5 Mb	12754	845292	Private Line	1.5 Mb	14048	716366
Private Line	1.5 Mb	12790	845888	Private Line	1.5 Mb	12533	845227
Private Line	1.5 Mb	12552	845564	Private Line	1.5 Mb	12072	518853
Private Line	1.5 Mb	12226	815485	Private Line	1.5 Mb	12201	518436
Private Line	1.5 Mb	12211	518242	Private Line	1.5 Mb	12549	845374
Private Line	1.5 Mb	12180	518279	Private Line	1.5 Mb	13340	315894
Private Line	1.5 Mb	12019	518399	Private Line	1.5 Mb	13057	315437
Private Line	1.5 Mb	12306	518630	Private Line	1.5 Mb	10924	845291
Private Line	1.5 Mb	12210	518446	Private Line	1.5 Mb	10017	212878
Private Line	1.5 Mb	12033	518732	Private Line	1.5 Mb	10566	914737
Private Line	1.5 Mb	12854	518642	Private Line	1.5 Mb	10701	914377
Private Line	1.5 Mb	12211	315363	Private Line	1.5 Mb	11501	516573
Private Line	1.5 Mb	12076	607588	Private Line	1.5 Mb	13901	607772
Private Line	1.5 Mb	12804	518745	Private Line	1.5 Mb	13163	315366
Private Line	1.5 Mb	12834	518692	Private Line	1.5 Mb	13204	315435
Private Line	1.5 Mb	12153	518674	Private Line	1.5 Mb	14489	315946
Private Line	1.5 Mb	12020	518899	Private Line	1.5 Mb	12206	518458

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	14094	716438	Private Line	1.5 Mb	14556	646672
Private Line	1.5 Mb	12401	845331	Private Line	1.5 Mb	10801	914633
Private Line	1.5 Mb	12601	845486	Private Line	1.5 Mb	10004	212487
Private Line	1.5 Mb	10038	646610	Private Line	1.5 Mb	11779	631854
Private Line	1.5 Mb	10970	914364	Private Line	1.5 Mb	10027	212961
Private Line	1.5 Mb	14302	716286	Private Line	1.5 Mb	13045	607753
Private Line	1.5 Mb	11980	631852	Private Line	1.5 Mb	14094	716438
Private Line	1.5 Mb	14454	585243	Private Line	1.5 Mb	14203	716853
Private Line	1.5 Mb	13905	607778	Private Line	1.5 Mb	12204	518474
Private Line	1.5 Mb	13126	315349	Private Line	1.5 Mb	12207	518474
Private Line	1.5 Mb	13424	315765	Private Line	1.5 Mb	14865	607535
Private Line	1.5 Mb	12110	518783	Private Line	1.5 Mb	11217	718722
Private Line	1.5 Mb	12228	518474	Private Line	1.5 Mb	14454	585734
Private Line	1.5 Mb	14202	716851	Private Line	1.5 Mb	10119	212594
Private Line	1.5 Mb	12534	518828	Private Line	1.5 Mb	11788	631273
Private Line	1.5 Mb	12110	518786	Private Line	1.5 Mb	14203	716847
Private Line	1.5 Mb	14020	585343	Private Line	1.5 Mb	14202	716858
Private Line	1.5 Mb	13901	607773	Private Line	1.5 Mb	14202	716858
Private Line	1.5 Mb	14901	607737	Private Line	1.5 Mb	12533	845564
Private Line	1.5 Mb	13403	315765	Private Line	1.5 Mb	12206	518457
Private Line	1.5 Mb	11427	718264	Private Line	1.5 Mb	12224	518474
Private Line	1.5 Mb	11203	718221	Private Line	1.5 Mb	14624	585454
Private Line	1.5 Mb	10032	212543	Private Line	1.5 Mb	10007	518453
Private Line	1.5 Mb	12601	845483	Private Line	1.5 Mb	11216	718623
Private Line	1.5 Mb	13210	315473	Private Line	1.5 Mb	11216	718623
Private Line	1.5 Mb	10958	845374	Private Line	1.5 Mb	11216	718623
Private Line	1.5 Mb	13502	315738	Private Line	1.5 Mb	10468	718933
Private Line	1.5 Mb	14620	585241	Private Line	1.5 Mb	10468	718933
Private Line	1.5 Mb	13669	315451	Private Line	1.5 Mb	10451	718262
Private Line	1.5 Mb	10305	718667	Private Line	1.5 Mb	10451	718262
Private Line	1.5 Mb	12051	518731	Private Line	1.5 Mb	11217	718722
Private Line	1.5 Mb	14541	607869	Private Line	1.5 Mb	14623	585427
Private Line	1.5 Mb	12582	845221	Private Line	1.5 Mb	13502	315738
Private Line	1.5 Mb	12589	845895	Private Line	1.5 Mb	13669	315451
Private Line	1.5 Mb	10017	646865	Private Line	1.5 Mb	14620	585241
Private Line	1.5 Mb	12203	518452	Private Line	1.5 Mb	11427	718264
Private Line	1.5 Mb	13760	607741	Private Line	1.5 Mb	14304	716938
Private Line	1.5 Mb	13760	607741	Private Line	1.5 Mb	12842	518648
Private Line	1.5 Mb	12180	518402	Private Line	1.5 Mb	11003	516488
Private Line	1.5 Mb	12180	518402	Private Line	1.5 Mb	12207	518432
Private Line	1.5 Mb	10014	212352	Private Line	1.5 Mb	12207	518486
Private Line	1.5 Mb	10014	212352	Private Line	1.5 Mb	10013	866580
Private Line	1.5 Mb	10461	718862	Private Line	1.5 Mb	11201	866580
Private Line	1.5 Mb	13820	607432	Private Line	1.5 Mb	13901	607724

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	13901	607724	Private Line	1.5 Mb	14202	716847
Private Line	1.5 Mb	11553	516571	Private Line	1.5 Mb	11217	718923
Private Line	1.5 Mb	11553	516571	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	13202	315435	Private Line	1.5 Mb	12205	518456
Private Line	1.5 Mb	13202	315435	Private Line	1.5 Mb	12210	518783
Private Line	1.5 Mb	10566	914734	Private Line	1.5 Mb	10309	718966
Private Line	1.5 Mb	10940	845342	Private Line	1.5 Mb	11701	631789
Private Line	1.5 Mb	12550	845342	Private Line	1.5 Mb	10011	212645
Private Line	1.5 Mb	132013640	315253	Private Line	1.5 Mb	13901	607721
Private Line	1.5 Mb	140202101	585343	Private Line	1.5 Mb	10462	718933
Private Line	1.5 Mb	112015078	718802	Private Line	1.5 Mb	10461	718828
Private Line	1.5 Mb	142022898	716912	Private Line	1.5 Mb	11217	718783
Private Line	1.5 Mb	136171137	315386	Private Line	1.5 Mb	14206	716826
Private Line	1.5 Mb	149013416	607732	Private Line	1.5 Mb	14206	914345
Private Line	1.5 Mb	144563403	315789	Private Line	1.5 Mb	13760	607741
Private Line	1.5 Mb	117884230	631952	Private Line	1.5 Mb	11735	631847
Private Line	1.5 Mb	115503799	516560	Private Line	1.5 Mb	11530	516227
Private Line	1.5 Mb	14843	607324	Private Line	1.5 Mb	10035	212426
Private Line	1.5 Mb	148508739	607277	Private Line	1.5 Mb	10001	212736
Private Line	1.5 Mb	14701	716484	Private Line	1.5 Mb	10092	516579
Private Line	1.5 Mb	124012950	845338	Private Line	1.5 Mb	12528	845691
Private Line	1.5 Mb	140943629	716433	Private Line	1.5 Mb	11743	631425
Private Line	1.5 Mb	100274426	212932	Private Line	1.5 Mb	11432	718297
Private Line	1.5 Mb	127011500	845794	Private Line	1.5 Mb	11429	718893
Private Line	1.5 Mb	109563318	845708	Private Line	1.5 Mb	11433	718526
Private Line	1.5 Mb	125505034	845567	Private Line	1.5 Mb	10006	212361
Private Line	1.5 Mb	138151736	607337	Private Line	1.5 Mb	11763	631758
Private Line	1.5 Mb	147602500	716373	Private Line	1.5 Mb	12550	845567
Private Line	1.5 Mb	138201855	607433	Private Line	1.5 Mb	12550	845566
Private Line	1.5 Mb	131261553	315342	Private Line	1.5 Mb	10013	212635
Private Line	1.5 Mb	119013105	631289	Private Line	1.5 Mb	13212	315452
Private Line	1.5 Mb	105662927	914788	Private Line	1.5 Mb	10556	914734
Private Line	1.5 Mb	129011824	518561	Private Line	1.5 Mb	10001	212643
Private Line	1.5 Mb	12601	845486	Private Line	1.5 Mb	11776	631476
Private Line	1.5 Mb	12804	518793	Private Line	1.5 Mb	11901	631369
Private Line	1.5 Mb	119012456	631208	Private Line	1.5 Mb	14604	585258
Private Line	1.5 Mb	146141185	585238	Private Line	1.5 Mb	14610	585482
Private Line	1.5 Mb	129831105	518891	Private Line	1.5 Mb	13202	315448
Private Line	1.5 Mb	123052325	518388	Private Line	1.5 Mb	13501	315793
Private Line	1.5 Mb	103012514	718720	Private Line	1.5 Mb	13501	315793
Private Line	1.5 Mb	132032517	315423	Private Line	1.5 Mb	11704	631243
Private Line	1.5 Mb	13601	315785	Private Line	1.5 Mb	10993	845429
Private Line	1.5 Mb	10601	914946	Private Line	1.5 Mb	10601	914328
Private Line	1.5 Mb	107012750	914963	Private Line	1.5 Mb	10701	914965

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	14203	716851	Private Line	1.5 Mb	14059	716652
Private Line	1.5 Mb	11787	631952	Private Line	1.5 Mb	14779	716372
Private Line	1.5 Mb	11434	718553	Private Line	1.5 Mb	14712	716372
Private Line	1.5 Mb	10314	718982	Private Line	1.5 Mb	13501	315798
Private Line	1.5 Mb	11354	718539	Private Line	1.5 Mb	13202	315476
Private Line	1.5 Mb	11224	718266	Private Line	1.5 Mb	10475	718794
Private Line	1.5 Mb	14203	716858	Private Line	1.5 Mb	11201	718246
Private Line	1.5 Mb	10509	845278	Private Line	1.5 Mb	14203	716842
Private Line	1.5 Mb	14043	716681	Private Line	1.5 Mb	10027	212942
Private Line	1.5 Mb	14626	585723	Private Line	1.5 Mb	10016	212951
Private Line	1.5 Mb	14623	585321	Private Line	1.5 Mb	11747	631425
Private Line	1.5 Mb	14617	585544	Private Line	1.5 Mb	10573	914934
Private Line	1.5 Mb	12180	518270	Private Line	1.5 Mb	14618	585241
Private Line	1.5 Mb	13501	315798	Private Line	1.5 Mb	13601	315785
Private Line	1.5 Mb	12901	518492	Private Line	1.5 Mb	10461	718931
Private Line	1.5 Mb	12919	518298	Private Line	1.5 Mb	14202	585848
Private Line	1.5 Mb	10018	646728	Private Line	1.5 Mb	14901	607734
Private Line	1.5 Mb	136692291	315393	Private Line	1.5 Mb	14454	585243
Private Line	1.5 Mb	14620	585461	Private Line	1.5 Mb	14456	315789
Private Line	1.5 Mb	14213	716882	Private Line	1.5 Mb	12078	518773
Private Line	1.5 Mb	14521	607869	Private Line	1.5 Mb	10027	212961
Private Line	1.5 Mb	11221	718453	Private Line	1.5 Mb	11550	516505
Private Line	1.5 Mb	10962	845359	Private Line	1.5 Mb	129539501	518483
Private Line	1.5 Mb	13502	315797	Private Line	1.5 Mb	11368	718760
Private Line	1.5 Mb	10940	845341	Private Line	1.5 Mb	11901	631727
Private Line	1.5 Mb	11717	631434	Private Line	1.5 Mb	14607	585238
Private Line	1.5 Mb	10305	718904	Private Line	1.5 Mb	10601	914946
Private Line	1.5 Mb	10461	718904	Private Line	1.5 Mb	12401	845339
Private Line	1.5 Mb	10035	646672	Private Line	1.5 Mb	10001	212643
Private Line	1.5 Mb	11427	718264	Private Line	1.5 Mb	10940	845346
Private Line	1.5 Mb	13202	315428	Private Line	1.5 Mb	12701	845794
Private Line	1.5 Mb	14607	585454	Private Line	1.5 Mb	12603	845452
Private Line	1.5 Mb	14203	716885	Private Line	1.5 Mb	10977	845426
Private Line	1.5 Mb	10007	212290	Private Line	1.5 Mb	10305	718816
Private Line	1.5 Mb	10007	212290	Private Line	1.5 Mb	11426	718239
Private Line	1.5 Mb	12207	518338	Private Line	1.5 Mb	10038	212676
Private Line	1.5 Mb	10598	914245	Private Line	1.5 Mb	10038	212676
Private Line	1.5 Mb	11757	631884	Private Line	1.5 Mb	12205	518452
Private Line	1.5 Mb	13440	315337	Private Line	1.5 Mb	12205	518452
Private Line	1.5 Mb	14224	716821	Private Line	1.5 Mb	13302	315298
Private Line	1.5 Mb	12477	518382	Private Line	1.5 Mb	13820	607343
Private Line	1.5 Mb	12477	518382	Private Line	1.5 Mb	14481	585493
Private Line	1.5 Mb	12477	518382	Private Line	1.5 Mb	10027	212961
Private Line	1.5 Mb	14001	716542	Private Line	1.5 Mb	14481	631669

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	11793	516679	Private Line	1.5 Mb	13865	607655
Private Line	1.5 Mb	14202	716843	Private Line	1.5 Mb	12944	518834
Private Line	1.5 Mb	11530	516222	Private Line	1.5 Mb	12928	518597
Private Line	1.5 Mb	11530	518222	Private Line	1.5 Mb	12942	518576
Private Line	1.5 Mb	11530	516222	Private Line	1.5 Mb	12138	518658
Private Line	1.5 Mb	10004	212383	Private Line	1.5 Mb	13301	315392
Private Line	1.5 Mb	10004	212383	Private Line	1.5 Mb	13455	315481
Private Line	1.5 Mb	10001	646486	Private Line	1.5 Mb	12190	518924
Private Line	1.5 Mb	10001	646486	Private Line	1.5 Mb	14850	607275
Private Line	1.5 Mb	10001	646486	Private Line	1.5 Mb	13118	315497
Private Line	1.5 Mb	12525	845897	Private Line	1.5 Mb	13131	315625
Private Line	1.5 Mb	12525	845897	Private Line	1.5 Mb	14034	716532
Private Line	1.5 Mb	14614	585246	Private Line	1.5 Mb	14055	716592
Private Line	1.5 Mb	14614	585246	Private Line	1.5 Mb	14725	716287
Private Line	1.5 Mb	14203	716847	Private Line	1.5 Mb	14733	716665
Private Line	1.5 Mb	14203	716847	Private Line	1.5 Mb	14063	716672
Private Line	1.5 Mb	14203	716847	Private Line	1.5 Mb	14072	716282
Private Line	1.5 Mb	13202	315448	Private Line	1.5 Mb	14855	607792
Private Line	1.5 Mb	13202	315448	Private Line	1.5 Mb	12914	518358
Private Line	1.5 Mb	13202	315448	Private Line	1.5 Mb	12923	518497
Private Line	1.5 Mb	14706	716373	Private Line	1.5 Mb	12927	315848
Private Line	1.5 Mb	12603	845431	Private Line	1.5 Mb	12456	518492
Private Line	1.5 Mb	14020	518453	Private Line	1.5 Mb	12982	518359
Private Line	1.5 Mb	10011	212337	Private Line	1.5 Mb	12989	518891
Private Line	1.5 Mb	10454	718402	Private Line	1.5 Mb	12017	518392
Private Line	1.5 Mb	10271	212417	Private Line	1.5 Mb	10532	914631
Private Line	1.5 Mb	14614	585987	Private Line	1.5 Mb	12528	845691
Private Line	1.5 Mb	13502	315223	Private Line	1.5 Mb	12513	518851
Private Line	1.5 Mb	10037	646942	Private Line	1.5 Mb	10567	914737
Private Line	1.5 Mb	10018	516660	Private Line	1.5 Mb	10516	845225
Private Line	1.5 Mb	12110	518452	Private Line	1.5 Mb	10703	914779
Private Line	1.5 Mb	14850	607274	Private Line	1.5 Mb	13733	607967
Private Line	1.5 Mb	10461	718862	Private Line	1.5 Mb	13793	607637
Private Line	1.5 Mb	11203	718221	Private Line	1.5 Mb	12155	607638
Private Line	1.5 Mb	10305	718667	Private Line	1.5 Mb	13856	607865
Private Line	1.5 Mb	12204	518402	Private Line	1.5 Mb	11803	516349
Private Line	1.5 Mb	12110	518786	Private Line	1.5 Mb	11725	631543
Private Line	1.5 Mb	10451	518445	Private Line	1.5 Mb	11788	631582
Private Line	1.5 Mb	10454	518445	Private Line	1.5 Mb	12144	518486
Private Line	1.5 Mb	10018	518445	Private Line	1.5 Mb	12144	518486
Private Line	1.5 Mb	12206	518445	Private Line	1.5 Mb	12147	518797
Private Line	1.5 Mb	12211	518470	Private Line	1.5 Mb	10006	212608
Private Line	1.5 Mb	10038	212383	Private Line	1.5 Mb	10271	212417
Private Line	1.5 Mb	10038	212383	Private Line	1.5 Mb	13830	607843

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	10532	914864	Private Line	1.5 Mb	14424	585396
Private Line	1.5 Mb	10038	646610	Private Line	1.5 Mb	13617	315386
Private Line	1.5 Mb	13662	315769	Private Line	1.5 Mb	12414	518719
Private Line	1.5 Mb	12866	518857	Private Line	1.5 Mb	13326	607547
Private Line	1.5 Mb	12205	518834	Private Line	1.5 Mb	14830	607936
Private Line	1.5 Mb	12855	518834	Private Line	1.5 Mb	13045	607753
Private Line	1.5 Mb	10509	845278	Private Line	1.5 Mb	14437	585335
Private Line	1.5 Mb	13202	315435	Private Line	1.5 Mb	14042	716492
Private Line	1.5 Mb	14020	585345	Private Line	1.5 Mb	13753	607746
Private Line	1.5 Mb	10548	914788	Private Line	1.5 Mb	13754	607467
Private Line	1.5 Mb	11437	718990	Private Line	1.5 Mb	14048	716366
Private Line	1.5 Mb	10001	917922	Private Line	1.5 Mb	12932	518873
Private Line	1.5 Mb	12065	518373	Private Line	1.5 Mb	14904	607737
Private Line	1.5 Mb	12534	518828	Private Line	1.5 Mb	13760	607748
Private Line	1.5 Mb	12020	518885	Private Line	1.5 Mb	12068	518853
Private Line	1.5 Mb	12307	518381	Private Line	1.5 Mb	13602	315772
Private Line	1.5 Mb	12845	518761	Private Line	1.5 Mb	12828	518746
Private Line	1.5 Mb	14202	716851	Private Line	1.5 Mb	13069	315591
Private Line	1.5 Mb	14202	716851	Private Line	1.5 Mb	14454	585243
Private Line	1.5 Mb	10458	718741	Private Line	1.5 Mb	14456	315789
Private Line	1.5 Mb	10602	914490	Private Line	1.5 Mb	10924	845291
Private Line	1.5 Mb	13642	315287	Private Line	1.5 Mb	13642	315287
Private Line	1.5 Mb	12065	518664	Private Line	1.5 Mb	13350	315867
Private Line	1.5 Mb	12065	518664	Private Line	1.5 Mb	14843	607281
Private Line	1.5 Mb	14034	716532	Private Line	1.5 Mb	14850	607273
Private Line	1.5 Mb	11772	631654	Private Line	1.5 Mb	14701	716661
Private Line	1.5 Mb	11793	516396	Private Line	1.5 Mb	12095	518736
Private Line	1.5 Mb	12305	518374	Private Line	1.5 Mb	12402	845340
Private Line	1.5 Mb	11703	631491	Private Line	1.5 Mb	12108	518548
Private Line	1.5 Mb	11782	631567	Private Line	1.5 Mb	14755	716938
Private Line	1.5 Mb	11725	631864	Private Line	1.5 Mb	14094	716438
Private Line	1.5 Mb	10960	845358	Private Line	1.5 Mb	13367	315376
Private Line	1.5 Mb	10566	914737	Private Line	1.5 Mb	14489	315946
Private Line	1.5 Mb	10801	914576	Private Line	1.5 Mb	12953	518481
Private Line	1.5 Mb	10550	914699	Private Line	1.5 Mb	12455	845586
Private Line	1.5 Mb	10605	914997	Private Line	1.5 Mb	13662	315764
Private Line	1.5 Mb	10605	914997	Private Line	1.5 Mb	14757	716753
Private Line	1.5 Mb	14411	518589	Private Line	1.5 Mb	10940	845346
Private Line	1.5 Mb	13021	315253	Private Line	1.5 Mb	12434	845677
Private Line	1.5 Mb	14021	585344	Private Line	1.5 Mb	12701	845794
Private Line	1.5 Mb	14810	607776	Private Line	1.5 Mb	12550	845568
Private Line	1.5 Mb	12508	845838	Private Line	1.5 Mb	14301	716278
Private Line	1.5 Mb	14813	585268	Private Line	1.5 Mb	14120	716743
Private Line	1.5 Mb	13901	607778	Private Line	1.5 Mb	13815	607337

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	13669	315393	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	14760	716373	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	13820	607432	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	13126	315349	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	13826	607687	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	12564	845855	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14527	315536	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12901	518565	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12771	845858	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12601	845486	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	13142	315298	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	13440	315337	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12983	518891	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12033	518477	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12157	518295	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	13838	607561	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12883	518585	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12590	518298	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	13163	315366	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	14569	585786	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	12165	315539	Private Line	1.5 Mb	12202	518486
Private Line	1.5 Mb	13601	315785	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14891	607535	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	13669	315393	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	13601	315785	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14150	716695	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14006	716549	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	11550	516485	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14224	716558	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	14221	716851	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	12051	518731	Private Line	1.5 Mb	12226	518486
Private Line	1.5 Mb	12458	845647	Private Line	1.5 Mb	11713	631286
Private Line	1.5 Mb	10027	212426	Private Line	1.5 Mb	11433	718481
Private Line	1.5 Mb	10027	212426	Private Line	1.5 Mb	11433	718481
Private Line	1.5 Mb	12202	518486	Private Line	1.5 Mb	11432	718262
Private Line	1.5 Mb	12202	518486	Private Line	1.5 Mb	11432	718262
Private Line	1.5 Mb	12202	518486	Private Line	1.5 Mb	12534	518828
Private Line	1.5 Mb	12202	518486	Private Line	1.5 Mb	10301	718720
Private Line	1.5 Mb	12226	518486	Private Line	1.5 Mb	10301	718720
Private Line	1.5 Mb	12226	518486	Private Line	1.5 Mb	12193	518797
Private Line	1.5 Mb	12226	518486	Private Line	1.5 Mb	14150	716831
Private Line	1.5 Mb	12226	518486	Private Line	1.5 Mb	10038	212417
Private Line	1.5 Mb	12202	518486	Private Line	1.5 Mb	13617	315379
Private Line	1.5 Mb	12202	518486	Private Line	1.5 Mb	13617	315379

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

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Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	10006	212312	Private Line	1.5 Mb	14224	716517
Private Line	1.5 Mb	13619	315493	Private Line	1.5 Mb	12528	845691
Private Line	1.5 Mb	10004	212618	Private Line	1.5 Mb	10606	914949
Private Line	1.5 Mb	10004	212618	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	13812	607738	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	12229	518486	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	13201	315253	Private Line	1.5 Mb	10532	914949
Private Line	1.5 Mb	12927	315265	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	13424	315736	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	10566	914734	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	11370	718546	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	12228	518474	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	11501	516573	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	14779	716354	Private Line	1.5 Mb	10591	914949
Private Line	1.5 Mb	13078	315492	Private Line	1.5 Mb	10509	914949
Private Line	1.5 Mb	14486	607387	Private Line	1.5 Mb	10604	914949
Private Line	1.5 Mb	11704	631321	Private Line	1.5 Mb	14437	585335
Private Line	1.5 Mb	14303	716282	Private Line	1.5 Mb	14530	585237
Private Line	1.5 Mb	10027	212866	Private Line	1.5 Mb	12241	518408
Private Line	1.5 Mb	10911	845786	Private Line	1.5 Mb	14224	716517
Private Line	1.5 Mb	12047	518237	Private Line	1.5 Mb	14224	716517
Private Line	1.5 Mb	12866	518584	Private Line	1.5 Mb	14224	716517
Private Line	1.5 Mb	13607	315482	Private Line	1.5 Mb	14224	716517
Private Line	1.5 Mb	10956	845638	Private Line	1.5 Mb	10011	212645
Private Line	1.5 Mb	14527	607351	Private Line	1.5 Mb	10011	212645
Private Line	1.5 Mb	12590	845838	Private Line	1.5 Mb	11201	718783
Private Line	1.5 Mb	10459	718378	Private Line	1.5 Mb	12242	518281
Private Line	1.5 Mb	10305	718876	Private Line	1.5 Mb	12242	518281
Private Line	1.5 Mb	11211	718218	Private Line	1.5 Mb	12242	518281
Private Line	1.5 Mb	11211	718218	Private Line	1.5 Mb	12592	845471
Private Line	1.5 Mb	11201	718722	Private Line	1.5 Mb	10950	845477
Private Line	1.5 Mb	11201	718722	Private Line	1.5 Mb	12986	518359
Private Line	1.5 Mb	14527	607324	Private Line	1.5 Mb	12986	518359
Private Line	1.5 Mb	13204	585987	Private Line	1.5 Mb	10591	914447
Private Line	1.5 Mb	11788	631952	Private Line	1.5 Mb	10591	914447
Private Line	1.5 Mb	11788	631952	Private Line	1.5 Mb	10591	914447
Private Line	1.5 Mb	14202	585987	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	10965	845732	Private Line	1.5 Mb	11788	631434
Private Line	1.5 Mb	10965	845732	Private Line	1.5 Mb	14203	716847
Private Line	1.5 Mb	13350	315866	Private Line	1.5 Mb	12883	518585
Private Line	1.5 Mb	13901	607721	Private Line	1.5 Mb	12983	518891
Private Line	1.5 Mb	10038	646610	Private Line	1.5 Mb	12983	518891
Private Line	1.5 Mb	14620	585461	Private Line	1.5 Mb	12983	518891
Private Line	1.5 Mb	14424	585394	Private Line	1.5 Mb	11788	631434

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	25439	304264	Private Line	1.5 Mb	12601	845486
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	12804	518793
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	11901	631208
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	14614	585238
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	129831105	518891
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	12305	518388
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	103012514	718720
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	132032517	315423
Private Line	1.5 Mb	13440	315336	Private Line	1.5 Mb	13501	315793
Private Line	1.5 Mb	13440	315336	Private Line	1.5 Mb	13601	315785
Private Line	1.5 Mb	13440	315336	Private Line	1.5 Mb	10601	914946
Private Line	1.5 Mb	12054	518473	Private Line	1.5 Mb	107012750	914963
Private Line	1.5 Mb	12054	518473	Private Line	1.5 Mb	13760	607741
Private Line	1.5 Mb	13204	315249	Private Line	1.5 Mb	13760	607741
Private Line	1.5 Mb	13204	315249	Private Line	1.5 Mb	13760	607741
Private Line	1.5 Mb	11432	718523	Private Line	1.5 Mb	13760	607741
Private Line	1.5 Mb	11432	718523	Private Line	1.5 Mb	12180	518402
Private Line	1.5 Mb	11788	631434	Private Line	1.5 Mb	12180	518402
Private Line	1.5 Mb	13201	315253	Private Line	1.5 Mb	12180	518402
Private Line	1.5 Mb	14020	585343	Private Line	1.5 Mb	12180	518402
Private Line	1.5 Mb	13901	607721	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	11201	718802	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	14202	716912	Private Line	1.5 Mb	12241	518402
Private Line	1.5 Mb	13617	315386	Private Line	1.5 Mb	12241	518402
Private Line	1.5 Mb	14901	607732	Private Line	1.5 Mb	13340	315336
Private Line	1.5 Mb	14456	315789	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	11788	631952	Private Line	1.5 Mb	13204	315249
Private Line	1.5 Mb	11550	516560	Private Line	1.5 Mb	12203	518457
Private Line	1.5 Mb	14843	607324	Private Line	1.5 Mb	14202	716858
Private Line	1.5 Mb	13201	607277	Private Line	1.5 Mb	13820	607343
Private Line	1.5 Mb	14701	716484	Private Line	1.5 Mb	12224	518486
Private Line	1.5 Mb	12401	845338	Private Line	1.5 Mb	14424	585394
Private Line	1.5 Mb	14094	716433	Private Line	1.5 Mb	12204	518402
Private Line	1.5 Mb	10027	212932	Private Line	1.5 Mb	12207	518402
Private Line	1.5 Mb	12701	845794	Private Line	1.5 Mb	14620	585461
Private Line	1.5 Mb	10956	845708	Private Line	1.5 Mb	14534	585461
Private Line	1.5 Mb	12550	845567	Private Line	1.5 Mb	11432	718523
Private Line	1.5 Mb	138151736	607337	Private Line	56	12220	518457
Private Line	1.5 Mb	14760	716373	Private Line	56	12207	518257
Private Line	1.5 Mb	13820	607433	Private Line	1.5 Mb	12207	518473
Private Line	1.5 Mb	13126	315342	Private Line	1.5 Mb	12207	518473
Private Line	1.5 Mb	11901	631289	Private Line	1.5 Mb	12207	518473
Private Line	1.5 Mb	10566	914788	Private Line	1.5 Mb	12207	518473
Private Line	1.5 Mb	12901	518561	Private Line	1.5 Mb	12207	518473

## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.

Circuit Type	Speed	Zip Code	NPA/NXX	Circuit Type	Speed	Zip Code	NPA/NXX
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	12534	518828
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	13202	315471
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	14020	585343
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	11747	631777
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	12550	845567
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	12983	518891
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	12245	518292
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	12692	845877
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	10006	516984
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	12207	518473	Private Line	1.5 Mb	14513	315331
Private Line	1.5 Mb	14424	716517	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	14513	315331	Private Line	1.5 Mb	14224	716517
Private Line	1.5 Mb	14424	716517	Private Line	1.5 Mb	13440	315339
Private Line	1.5 Mb	13440	315356	Private Line	1.5 Mb	13316	315337
Private Line	1.5 Mb	12986	518359	Private Line	1.5 Mb	12692	845877
Private Line	1.5 Mb	12986	518359	Private Line	1.5 Mb	13316	315245
Private Line	1.5 Mb	13905	607770	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	13905	607770	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	13905	607770	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	13905	607770	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	14224	716517	Private Line	1.5 Mb	12304	518381
Private Line	1.5 Mb	10011	212645	Private Line	1.5 Mb	13204	315249
Private Line	1.5 Mb	11201	718783	Private Line	1.5 Mb	13202	315428
Private Line	1.5 Mb	12242	518281	Private Line	1.5 Mb	12603	845431
Private Line	1.5 Mb	12242	518281	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	78727	512339	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	12226	518485	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	12203	518452	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	13760	607741	Private Line	1.5 Mb	12226	518485
Private Line	1.5 Mb	13760	607741	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	13760	607741	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	13760	607741	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	13760	607741	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	12180	518402	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	12180	518402	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	12180	518402	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	12180	518402	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	10007	212290	Private Line	1.5 Mb	10532	914403
Private Line	1.5 Mb	10007	212290	Private Line	1.5 Mb	11788	631434
Private Line	1.5 Mb	13021	315255	Private Line	1.5 Mb	11788	631434
Private Line	1.5 Mb	14513	315331	Private Line	1.5 Mb	12901	518563
Private Line	1.5 Mb	13440	315336	Private Line	1.5 Mb	12305	518485
Private Line	1.5 Mb	13440	315336	Private Line	1.5 Mb	13502	315793
Private Line	1.5 Mb	13440	315336	Private Line	1.5 Mb	14623	585272
Private Line	1.5 Mb	13440	315336	Private Line	1.5 Mb	14623	585272

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## APPENDIX J - NYENET CIRCUIT LOCATIONS OVERVIEW

**This is a snapshot of the NYeNet at a particular point in time. Given the dynamic nature of the network it is being presented as a sampling and is not a guarantee of future product or geographic distributions.**

<b>Circuit Type</b>	<b>Speed</b>	<b>Zip Code</b>	<b>NPA/NXX</b>
Private Line	1.5 Mb	14203	716847
Private Line	1.5 Mb	12603	845431
Private Line	1.5 Mb	13901	607721
Private Line	1.5 Mb	11788	631952
Private Line	1.5 Mb	11101	718482
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	11101	718391
Private Line	1.5 Mb	12979	518485

**Exhibit A**  
**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the contracting agency and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

(Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_20% Minority and Women's Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

**NYeNet Network Access Point Locations****N Concourse Rm120**

OGS Telecommunications  
Empire State Plaza  
Albany 12242  
(518)474-2121

**Albany State Campus/Harriman State Office Campus**

Washington Ave.  
Bldg 22  
Albany NY 12242  
(518)474-2121

**Rochester: MONROE COUNTY OFFICE BLDG**

50 W. Main St  
Rochester, NY 14614  
(585)753-7540

**Binghamton State Office Building**

44 Hawley Street  
Binghamton, NY 13901  
(607)721-8700

**Buffalo: Erie County Office Building**

95 Franklin Street  
Buffalo, NY 14202  
(716)858-6570

**Buffalo:**

100 Seneca Street  
Buffalo NY 14203  
(716)847-4664

**New York City**

2 Lafayette Street  
New York, NY 10013  
(212) 442-0849

**White Plains: New York State Power Authority**

NYST Power Authority  
123 Main Street  
White Plains, NY 10601  
(914) 287-3333

**METROTECH CENTER**

15 Metrotech Center  
Brooklyn, NY 11201  
(718)510-8566

**Hauppauge: PERRY B. DURYEA STATE OFFICE BLDG**

Veteran's Memorial Highway  
Hauppauge, NY 11788  
(631)952-6230

**Poughkeepsie: Dutchess County Office Bldg**

60 Market Street  
Poughkeepsie, NY 12601  
(914) 486-2121

**Syracuse: Senator Hughes State Office Bldg**

333 East Washington Street  
Syracuse, NY 13202  
(315) 428-4224

**Utica: Utica State Office Bldg**

207 Genesee St.  
Utica, NY 13502  
(315) 793-2201