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Contract Award Notification Update

Subject: Price List Update / Addition of Product

DATE: February 6, 2017 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009 (approval date) – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63596 **CONTRACTOR:** Time Warner Cable

The State has approved a modification to the Federal Universal Service Fund Rate to 16.7% and also the addition for the above referenced contract:

Lot 2 – Ethernet	*ELAN 2000Mbps Primary Port, "A" and "B" rates*

Please access the following link for purposes of viewing the CTS contracts referenced above https://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268.pdf.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Price List Update / Addition of Product

DATE: January 19, 2017 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009 (approval date) – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63306 **CONTRACTOR:** AT&T

The State has approved the following addition for the above referenced contract:

Lot 3 – Managed Services	*AT&T Message Archiving*

Please access the following link for purposes of viewing the CTS contracts referenced above http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268.pdf.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Price List Update

DATE: November 16, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009 (approval date) – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63765 **CONTRACTOR:** Verizon Business Network Services, Inc.

The State has approved the following addition for the above referenced contract:

Tab	Product / Description
Internet Services	*Wireless Out of Band Service - Enhanced Monitoring Capabilities for PIP*

Please access the following link for purposes of viewing the CTS contracts referenced above.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Price List Update

DATE: October 28, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009 (approval date) – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS64727 **CONTRACTOR:** T-Mobile USA, Inc.

The State has approved price list updates for the above referenced contract.

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268.pdf.
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Price List Update

DATE: August 24, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: February 29, 2008 – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63596 **CONTRACTOR:** Time Warner Cable

The State has approved price list updates for the above referenced contracts.

Please access the following link for purposes of viewing the CTS contracts referenced above http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Contact Information Update

DATE: August 3, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009 (approval date) – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63071 **CONTRACTOR:** Qwest Communications Corp. d/b/a Centurylink

Contact information for the following contracts have changed:

PS63071 Qwest Communications Corp. d/b/a Centurylink
1801 California Street, Suite 3400
Denver, CO 80202
FED ID #04-6141739
NYS Vendor ID # 1000000078

Gerard G. Healy
Sales Manager
6800 Jericho Turnpike
Syosset, NY 11791
631-239-6687 (o)
917-922-6380 (m)
Email: Gerard.healy@centurylink.com
303-391-2673 (Efax)

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268.pdf.
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Contact Information Update

DATE: August 3, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009 (approval date) – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS64726 **CONTRACTOR:** TVC Albany, Inc. d/b/a First Light Fiber/ First Light/Tech Valley Communications

Contact information for the following contract has changed:

PS64726 TVC Albany, Inc. d/b/a First Light Fiber
First Light/Tech Valley Communications
41 State Street
Albany, NY 12207
Fed ID #01-0656735
NYS Vendor ID #1000010891

Pat Anderson
Senior Account Manager
518-694-8754 (W)
Email: panderson@techvalleycom.com
Ben Neary
(518) 281-6059 (W)
Email: bneary@firstlight.net
518-434-4389 (Fax)

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268.pdf.
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Contractor Information Update

DATE: June 23, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: October 5, 2007 – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63070 **CONTRACTOR:** Windstream d/b/a Paetec Communications

Below is updated contact information for the above mentioned contract:

Windstream d/b/a Paetec Communications	Suzette Stewart, Office Manager
575 Broadway	Office Phone: 518-560-6767
Albany, NY 12207	Email: suzette.stewart@windstream.com
FED ID #16-1551095	
NYS Vendor ID #1000008354	
Contract Period: August 16, 2007 (approval date) – August 15, 2017	

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf.
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Price List Update / Contractor Information Update

DATE: June 17, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: October 5, 2007 – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63306 **CONTRACTOR:** AT&T

AT&T:

Effective August 15, 2017, Frame Relay service will no longer be available from AT&T. AT&T will accept no new orders effective immediately. Service for existing customers will be maintained until August 15, 2017, but no adds, moves or changes will be accepted. AT&T offers Virtual Private Network services as an alternative to Frame Relay services, please review the contract award or contact AT&T for additional information.

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf.
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Price List Update

DATE: May 27, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: February 29, 2008 – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63765 **CONTRACTOR:** Verizon Business Network Services

The State has approved a price list update for the above referenced contract.

Please access the following link for purposes of viewing the CTS contracts referenced above http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Verizon Strike

DATE: April 15, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: April 29, 2008 – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63765 **CONTRACTOR:** Verizon Business Network Services

Verizon employees elected to go out on strike Wednesday, April 13, 2016. Verizon has provided the following statement to OGS:

> "During the strike, the company is prepared to serve our customers. We have trained thousands of non-union Verizon employees to carry out virtually every job function handled by our represented workforce – from making repairs on poles to responding to inquiries in our call centers. Additionally we have made other arrangements to provide sufficient coverage to handle day-to-day operations for all our customers. We plan to continue providing the excellent service that NYS OGS, and all our customers, currently receives."

Please access the following link for purposes of viewing the CTS contracts referenced above http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf.
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Updated Price List and Service Plans

DATE: April 11, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009 – August 15, 2017

CONTACT: Connie Gardner | 518-474-7409 | Constance.Gardner@ogs.ny.gov

CONTRACT NO.: PS63853 **CONTRACTOR:** Sprint Solutions, Inc.

The State has approved the addition of:

Mobile Wireless – Specially Priced Service Plans:

- Sprint Series 65
- Sprint Custom Voice & Data Plans for NY

Mobile Wireless Federal USF updates.

Please access the following link for purposes of viewing the CTS contracts referenced above http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: Pricelist Update

DATE: March 15, 2016 **AWARD #:** 20268 **GROUP #:** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: February 29, 2008 – August 15, 2017

CONTACT: Lynda Shoemaker | 518-474-7646 | Lynda.shoemaker@ogs.ny.gov

CONTRACT NO.: PS63765

CONTRACTOR: Verizon Business

The State has approved the addition of DOS Defense Pricing to the above referenced contract.

Please access the following link for purposes of viewing the CTS contract referenced above:
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf

All other terms and conditions remain the same.

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Contract Award Notification Update

Subject: Contractor Name Change

DATE: March 7, 2016 **AWARD #:** 20268 **GROUP #:** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: August 16, 2007 – August 15, 2017

CONTACT: Lynda Shoemaker | 518-474-7646 | Lynda.shoemaker@ogs.ny.gov

CONTRACT NO.: PS63101 **CONTRACTOR:** West UC (Formerly Intercall)

Intercall is now West UC. All other information for contract PS63101 remains the same.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT. # NYS VENDOR #
PS63101	West UC 8420 W. Bryn Mawr Suite 400 Chicago, IL 60631	973-343-6729	58-1942497 1000004945

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: **Update Managed Services and Price List**

DATE: January 7, 2016 **AWARD #:** 20268 **Group #** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009 – August 15, 2017

CONTACT: Karen.Rogers | 518-486-9298 | Karen.Rogers@ogs.ny.gov

CONTRACT NO.: PS64728

CONTRACTOR: Spok, Inc. (Formerly USA Mobility)

The State has approved the addition of a new alpha numeric device with encryption. The Encryption (T5 device only) is priced at the rate of $3.00 per month per device.

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: **UPDATE PRODUCT/SERVICES/ PRICE LIST**

DATE: OCTOBER 16, 2105 **AWARD #:** 20268 **GROUP #:** 77017

AWARD DESCRIPTION: COMPREHENSIVE TELECOMMUNICATIONS SERVICES

CONTRACT PERIOD: FEBRUARY 26, 2008 – AUGUST 15, 2017

CONTACT: Karen Rogers | 518-486-9298 | Karen. Rogers@ogs.ny.gov

CONTRACT NO.: PS63766 **CONTRACTOR:** Cellco Partnership d/b/a Verizon Wireless

CELLCO PARTNERSHIP d/b/a Verizon Wireless

The State has approved updated price plans, equipment pricing, new services pricing, addition of BlackBerry enterprise Server ("BES 10", as reflected in red in the attached NYS Equipment Matrix:

NYS Government Equipment Matrix				
Type	Manufacturer	Model	SKU	OGS Price
Basic	LG	Cosmos 3	LG-VN251S	$0.99
Basic	LG	Exalt	LG-VN360	$129.99
Basic	LG	Extravert 2	LG-VN280	$129.99
Basic	LG	Revere 3	LG-VN170	$0.99
Basic	Samsung	Convoy 3	SCHU680MAV	$79.99
Basic	Samsung	Convoy 3 non-camera	SCHU680MAVNC	$79.99
Basic	Samsung	Samsung Gusto 3 Dark Blue	SMB311ZKA	$0.00
Basic	Kyocera	DuraXV	KYOE4520	$149.99
Basic	Kyocera	DuraXV Non Camera	KYOE4520NC	$149.99
Data	VZW	4G USB Modem	UML290VW-G	$50.00
Data	VZW	4G USB Modem	USB551L	$50.00
Data	VZW	Ellipsis Jetpack	MHS700L	$0.00
Data	VZW	MHS291L (4G LTE Hotspot)*	MHS291LVW	$99.99
Data	VZW	MiFi 5510L (4G LTE Hotspot)*	MIFI5510L	$69.99
Data	VZW	4G LTE USB Modem - UML295*	UML295VWQ	$50.00
Data	VZW	Jetpack 4G LTE Mobile Hotspot Mifi 6620L	MIFI6620L	$99.99
Data	VZW	Ellipsis Jetpack MHS800L 4G LTE	MHS800L	$0.00
Smartphone	Blackberry	9930 (Bold)*	BB9930	$149.99
Smartphone	Blackberry	9930 (Bold) without camera*	BB9930NC	$149.99
Smartphone	Blackberry	Classic 4G LTE	BBSQC100-3	$149.99
Smartphone	Blackberry	Classic Non-Camera 4G LTE	BBSQC100-5	$149.99
Smartphone	Blackberry	Q10*	BBSQN100-2	$99.99
Smartphone	Blackberry	Q10 in White*	BBSQN100-2W	$99.99
Smartphone	Blackberry	Z10*	BBSTL100-4	$50.00
Smartphone	Blackberry	Z10 in White*	BBSTL100-4W	$50.00
Smartphone	Blackberry	Z30*	BBSTA100-3	$199.99
Smartphone	HTC	All New One (M8) in Glacial Silver*	HTC6525LVWSIL	$199.99
Smartphone	HTC	All New One (M8) in Metal Gray*	HTC6525LVW	$199.99
Smartphone	HTC	One (M8) for Windows 4G LTE*	HTC6995LVW	$199.99
Smartphone	HTC	All New HTC One (M8) Amber Gold 4G LTE*	HTC6525LVWGLD	$199.99
Smartphone	HTC	One*	HTC6500LVW	$50.00
Smartphone	HTC	Windows Phone 8X*	HTC6990LVWBK2	$99.99
Smartphone	HTC	Windows Phone 8X in Blue*	HTC6990LVW2	$99.99
Smartphone	HTC	One remix 4G LTE	HTC6515LVW	$149.99
Smartphone	HTC	Desire 612 4G LTE	HTC331ZLVW	$69.99
Smartphone	KYOCERA	Hydro Elite	KYOC6750	$149.99
Smartphone	KYOCERA	Brigadier 4G LTE	KYOE6782	$149.99
Smartphone	LG	LG G3 4G LTE Blaze Red	LG-VS985R	$199.99
Smartphone	LG	Enact	LG-VS890	$69.99
Smartphone	LG	G2	LG-VS980	$79.99

Smartphone	LG	LG G3 4G LTE Black	LG-VS985	$199.99
artphone	LG	LG G3 4G LTE Silk White	LG-VS985W	$199.99
Smartphone	LG	LG Lucid 3	LG-VS876	$50.00
Smartphone	LG	G Vista 4G LTE	LG-VS880	$99.99
Smartphone	Motorola	DROID MAXX 16GB Black*	MOTXT1080M	$99.99
Smartphone	Motorola	DROID MAXX 16GB Red*	MOTXT1080MR16	$99.99
Smartphone	Motorola	DROID MINI*	MOTXT1030	$29.99
Smartphone	Motorola	DROID MINI in Red*	MOTXT1030R	$29.99
Smartphone	Motorola	DROID MINI in White*	MOTXT1030W	$29.99
Smartphone	Motorola	DROID RAZR M in White*	MOTXT907W	$0.99
Smartphone	Motorola	Moto X*	MOTXT1060	$49.99
Smartphone	Motorola	Moto X in White*	MOTXT1060W	$49.99
Smartphone	Motorola	New Moto X 4G LTE Black	MOTXT1096	$149.99
Smartphone	Motorola	New Moto X 4G LTE White	MOTXT1096W	$169.99
Smartphone	Motorola	New Moto X - Designed by You 16GB 4G LTE	MOTXT1096MM16	$149.99
Smartphone	Motorola	New Moto X - Designed by You 32GB 4G LTE	MOTXT1096MM32	$199.99
Smartphone	Motorola	DROID Turbo 4G LTE 32GB Ballistic Nylon	MOTXT1254BN	$199.99
Smartphone	Motorola	DROID Turbo 4G LTE 32GB Metallic Black	MOTXT1254	$199.99
Smartphone	Motorola	DROID Turbo 4G LTE 32GB Metallic Red	MOTXT1254R	$199.99
Smartphone	Motorola	DROID Turbo 4G LTE 64GB Ballistic Nylon	MOTXT1254BN64	$249.99
Smartphone	Nokia	Lumia 928 in Black*	NOK928B	$0.99
Smartphone	Nokia	Lumia 928 in White*	NOK928W	$0.99
Smartphone	Nokia	Lumia Icon 929 in Black*	NOK929B	$149.99
Smartphone	Nokia	Lumia Icon 929 in White*	NOK929W	$149.99
Smartphone	Samsung	ATIV SE 4G LTE*	SMW750VMSA	$199.99
Smartphone	Samsung	Galaxy Note 3 in Jet Black*	SMN900VZKE	$199.99
Smartphone	Samsung	Galaxy Note 3 in Snow White*	SMN900VZWE	$199.99
Smartphone	Samsung	Galaxy S4 in Black Mist*	SCHI545PKVPS	$99.99
Smartphone	Samsung	Galaxy S4 Mini*	SCHI435ZKV	$99.99
Smartphone	Samsung	Galaxy S 5 4G LTE Charcoal Black 16GB	SMG900VZKV	$199.99
Smartphone	Samsung	Galaxy S 5 4G LTE Shimmery White 16GB	SMG900VZWV	$199.99
Smartphone	Samsung	Galaxy S 6 4G 32 GB	SMG920VZWA	$249.99
Smartphone	Samsung	Galaxy S 6 4G 64GB	SMG920VZWE	$349.99
Smartphone	Samsung	Galaxy S 6 4G 128GB	SMG920VZWF	$449.99
Smartphone	Samsung	Galaxy 6 Edge 32GB	SMG925VZWA	$349.99
Smartphone	Samsung	Galaxy 6 Edge 64GB	SMG925VZWE	$449.99
Smartphone	Samsung	Galaxy 6 Edge 128GB	SMG925VZWF	$549.99
Smartphone	Samsung	Galaxy Note 4 4G LTE 32GB Charcoal Black	SMN910VZKE	$299.99
Smartphone	Samsung	Galaxy Note 4 4G LTE 32GB Frost White	SMN910VZWE	$299.99
Smartphone	Samsung	Galaxy Note Edge 4G LTE	SMN915VZKE	$399.99
Smartphone	Samsung	Galaxy Core Prime 4G LTE	SMG360VHAA	$79.99
Smartphone	Sony	Xperia Z3v 4G LTE Black	SD6708	$199.99
Smartphone	Sony	Xperia Z3v 4G LTE White	SD6708W	$199.99
Tablet	Google	Google Nexus 7 Tablet*	NEXUS7CVZW	$349.99
Tablet	LG	LG G Pad 8.3 16 GB	LG-VK810	$99.99
Tablet	LG	LG G Pad 7.0 4G LTE 16GB	LG-VK410	$49.99
Tablet	LG	LG G Pad 10.1 4G LTE 16GB	LG-VK700	$149.99
Tablet	Nokia	Lumia 2520 in Black	NOK2520B	$499.99
Tablet	Samsung	Galaxy Note 10.1 2014 Edition*	SMP605VZKE	$599.99
Tablet	Samsung	Galaxy Note Pro 12.2	SMP905VZKA	$749.99
Tablet	Samsung	Galaxy Tab 4 (8.0)	SMT337VYKA	$179.99
Tablet	Samsung	Galaxy Tab 4 10.1 4G LTE 16GB	SMT537VYKA	$359.99
Tablet	Samsung	Galaxy Tab S 10.5 4G LTE	SMT807VZWA	$499.99
Tablet	VZW	Ellipsis Tab 7 LTE	QMV7A	$29.99
Tablet	VZW	Verizon Ellipsis 7 4G XLTE	QMV7B	$29.99
Tablet	VZW	Verizon Ellipsis 8 4G LTE	QTAQZ3	$79.99
Tablet	Sony	Xperia Z2	SSGP561	$399.99

The Federal Universal Service Fund rates have also been adjusted to reflect the current charges as of May 1, 2015. This update also includes deletion of multiple obsolete products and price reductions.

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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Contract Award Notification Update

Subject: UPDATE PRICE/SERVICES LIST

DATE: October 2, 2015 **AWARD #:** 20268 **GROUP #:** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: October 5, 2007 – August 15, 2017

CONTACT: Karen Rogers | 518-486-9298 | Karen.Rogers@ogs.ny.gov

CONTRACT NO.: PS63306 **CONTRACTOR:** AT&T

The State has approved the following amendments to the above-referenced contract PS63306:

LOT 1

- **Calling Card** - Effective December 31, 2016 all AT&T Calling Card services will no longer be available. As such, authorized users utilizing these services are encouraged to seek alternate means to satisfy their communication needs in lieu of Calling Cards.

LOT 3

- **Rave Panic Button 911** - an application available to personnel in a campus environment, which provides direct communications among 9-1-1, responders, and the caller by leveraging existing 9-1-1 infrastructure in conjunction with the capabilities of the app itself. It also delivers critical data such as detailed caller location, floor plans, emergency exit locations, emergency contacts, and key procedures to 9-1-1 and first responders

- **Rave SmartPrepare** - SmartPrepare overlays critical data onto interactive maps, allowing emergency managers to easily identify residents with medical, access and functional or other additional needs, and allocate resources accordingly. Individuals or groups with access or functional needs (or any queried criteria) are pinpointed on the map so emergency managers can quickly assess potential impact and allocate resources to the right places. SmartPrepare's maps and queries also form the basis of targeted alerts – allowing rapid identification and alerting to any group or segment of your community.

- **Mobile WWAN CCS –** enhancement to pricing of Mobile WWAN CCS to include MPLS Access

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Price List Update

DATE: September 10, 2015 **AWARD #:** 20268 **GROUP #:** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: October 05, 2007 – August 15, 2017

CONTACT: Karen.Rogers | 518-486-9298 | Karen.Rogers@ogs.ny.gov

CONTRACT NO.: PS63765

CONTRACTOR: Verizon Business Network Services, Inc.

VERIZON BUSINESS NETWORK SERVICES, INC.
The State has approved the following additions to the above-referenced contract:
Tab – Appendix A Taxes & Surcharges
Increase of Federal Universal Services Fund fee contribution factor to 17.1%

Tab – Local
PS.ALI – Per tariff, correcting maintenance and management (per 100 records or fraction thereof) to $0.00 and reinstating tariff price of $39.00 for Network Access Trunk which was incorrectly typed as $0.00 on last update;

Tab – Internet Services
Managed Services – Addition of one additional modem option

Tab – MPLS – Multiprotocol Label Switching Services
Private IP Ports Grandfather 64K port speed

Tab – Internet Services
Managed Services – WiFi for Business– is a plug and play turnkey solution that provides a secure Wireless LAN (WLAN) service that is remotely managed.

Tab – VoIP
IP Trunking Service is being grandfathered and replaced by new VoIP Architecture called IP Trunking
Integrated Access – A(IPIA) Service being grandfathered and replaced by new VoIP Architecture called IP integrated Access

Please access the following link for purposes of viewing the CTS contracts referenced above
http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Prices.pdf
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: **VERIZON UNION CONTRACTS – POSSIBLE WORK STOPPAGE**

DATE: July 24, 2015 **AWARD #:** 20268 **GROUP #:** 77017

AWARD DESCRIPTION: COMPREHENSIVE TELECOMMUNICATIONS SERVICES

CONTRACT PERIOD: VARIOUS

CONTACT: Karen Rogers | 518-486-9298 | Karen.Rogers@ogs.ny.gov

CONTRACT NO.: PS63765 **CONTRACTOR:** VERIZON BUSINESS NETWORK SERVICES

VERIZON BUSINESS NETWORK SERVICES, INC. has announced that union contracts with employees that provide telephone service to Verizon Business wire-line customers is set to expire on August 1, 2015.

In the event that an agreement is not reached, a work stoppage is possible. In anticipation of same, Verizon's contingency plan for maintaining service will take effect immediately. Attached is the official information letter from Verizon Business Network Services, Inc.

Please be advised that Verizon's Comprehensive Telecommunications Service Single Point of Contact telephone number for the Verizon contract is **866-757-9761** remains in effect. All Verizon contract administrators will remain available to assist State agencies.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Price/Product/Service Update

DATE: April 28, 2015 **AWARD #:** 20268 **GROUP #:** 77017

AWARD DESCRIPTION: Comprehensive Telecommunications Services

CONTRACT PERIOD: August 16, 2007 – August 15, 2017

CONTACT: Karen Rogers | 518-486-9298 | Karen.Rogers@ogs.ny.gov

CONTRACT NO.: PS63071

CONTRACTOR: Quest Communications Corp. d/b/a CenturyLink

QUEST COMMUNICATIONS CORP. d/b/a CenturyLink
The State has approved the addition of private line data services to Lot 2 and Internet-Content Delivery Network Services to Lot 3 on the above-referenced contract PS63071.

Please access the following link for purposes of viewing the Comprehensive Telecommunications Services contract set forth above.
http://www.ogs.state.ny.us/purchase/prices/7701720268PL_Qwest.pdf
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

Office of General Services
New York State Procurement (NYSPro)
Corning Tower Building, 38th Floor
Empire State Plaza
Albany, New York 12242
http://nyspro.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: November 20, 2014

GROUP: 77017

Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Karen Rogers
Contract Management Specialist
Phone: (518) 486-9298
Email: Karen.Rogers@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTORS:
CONTRACT NOS:
CONTRACT PERIODS:

AT&T – PS63306 – 10-05-2007 – 08-15, 2017
SPRINT SOLUTIONS, INC. –PS63853 – 05-09-2008 – 08-15-2027

SUBJECT: Update Product/Service Price Lists

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT&T has requested and the State has approved the following amendments/price reductions to the above-referenced contract PS63306:

LOT 1

- **Managed Firewall Services** Enhancement to the existing Managed Firewall Services. The pricing presented to The State of New York that is currently offered on the AT&T State of California contract.

LOT 2

- **Frame Relay**: All Frame Relay Services are Grandfathered for future activations

LOT 3

- **Mobility Wireless Bundled Pricing** - Enhance to include new bundled pricing for Smartphones, which is more competitive for 2GB and 5GB metered data plans.
- Net Motion product already offered on the NYS CTS. The pricing presented to the State of New York, is the same pricing that is currently offered on the AT&T WSCA contract.
- **Commercial Connectivity Services:** Enhancement to existing Commercial Connectivity Services. This feature provides connectivity to the user and AT&T core network.

- **Mobility Solutions Services**: Enhancement to the existing Mobility Solutions Services for Lifecycle Management Services to include Staging/Kitting, Advanced Exchange and Extended Warranty for Mobile Devices.
- **Mobility Device Update**: Price reduction on select make and models of mobility devices with the purchase of Voice Plan of $15.99 or greater or Data Plan of $40.00 or greater.

Please access the following link for purposes of viewing the updated product/service price list:
http://www.ogs.state.ny.us/purchase/prices/7701720268PL_ATT.pdf
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

SPRINT SOLUTIONS, INC. has requested and the State has approved the following amendments to the above-captioned contract PS63853:

INTERNET ACCESS

SPRINT DEDICATED INTERNET ACCESS: Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink"). Both dedicated local access and Customer Premise Equipment ("CPE") are required for Sprint Dedicated Internet Access. Unless specifically stated otherwise in this Sprint Dedicated Internet Access pricing section below, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.

A. Transit IP connectivity allows Customer to send and receive IP traffic from sites connected directly to Sprint's Internet network and sites that are connected to Sprint's peers. Non-Transit IP connectivity allows Customer to send and receive IP traffic only from sites connected directly to Sprint's Internet network. Customer will not be able to directly send or directly receive IP traffic from sites connected to other ISPs through its Non-Transit connection with Sprint.

B. Sprint provides Ethernet Port Services only at selected locations for Co-Location or Customer Provided Access. Customers shall arrange and are responsible for all costs related to transport from customer premises to Sprint Ethernet Location(s). For Sprint Provided Ethernet Access, Sprint provides Ethernet Port/Access Bundles, where available. Sprint Provided Ethernet offers two types of access bundles; Dedicated and Shared. Shared Service is provided via shared Ethernet Virtual Private Line (EVPL) access based on a local access "switched" network to a shared network interface to the IP network while Dedicated Service is provided via Ethernet Private Line (EPL) access based on a local access network to a dedicated network interface to the IP network.

C. Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic Sprint Dedicated Internet Access Port with an individual Order Term of 3 years or longer, installed or in service during the Term.

Dedicated Internet Access Port Speed(s) Domestic	NET MRC	List NRC	Net NRC
64k	$81.00	$750.00	$0.00
128k	$126.00	$1,000.00	$0.00
256k	$128.13	$1,000.00	$0.00
384k	$129.38	$1,000.00	$0.00
512k	$138.13	$1,000.00	$0.00
768k	$147.25	$1,000.00	$0.00
1024k	$148.69	$1,000.00	$0.00
T1 (1.5M)	$150.00	$1,000.00	$0.00
3M Mmb	$282.75	$2,000.00	$0.00
4.5M Mmb	$388.00	$2,000.00	$0.00
6M Mmb	$493.00	$2,000.00	$0.00
7.5M Mmb	$600.00	$2,000.00	$0.00
9M Mmb	$688.00	$2,000.00	$0.00
10.5M Mmb	$782.00	$2,000.00	$0.00
12M Mmb	$891.00	$2,000.00	$0.00
6M FDS3	$877.25	$6,000.00	$0.00
9M FDS3	$920.00	$6,000.00	$0.00

Dedicated Internet Access Port Speed(s) Domestic	NET MRC	List NRC	Net NRC
12M FDS3	$963.00	$6,000.00	$0.00
15M FDS3	$1,014.00	$6,000.00	$0.00
18M FDS3	$1,056.00	$6,000.00	$0.00
22M FDS3	$1,104.50	$6,000.00	$0.00
25M FDS3	$1,147.50	$6,000.00	$0.00
28M FDS3	$1,174.50	$6,000.00	$0.00
31M FDS3	$1,223.75	$6,000.00	$0.00
34M FDS3	$1,261.50	$6,000.00	$0.00
DS3 (45M)	$1,417.50	$6,000.00	$0.00
OC3 (155M)	$3,250.00	$6,000.00	$0.00
OC12 (622M)	$10,325.00	$12,000.00	$0.00
OC48 (2.49G)	$20,400.00	$18,000.00	$0.00
2M Fract 10M E	$156.75	$6,000.00	$0.00
4M Fract 10M E	$225.00	$6,000.00	$0.00
5M Fract 10M E	$246.75	$6,000.00	$0.00
6M Fract 10M E	$264.00	$6,000.00	$0.00
8M Fract 10M E	$310.50	$6,000.00	$0.00
10M Ethernet	$348.00	$6,000.00	$0.00
20M Frac FastE	$520.00	$6,000.00	$0.00
30M Frac FastE	$637.50	$6,000.00	$0.00
40M Frac FastE	$705.00	$6,000.00	$0.00
50M Frac FastE	$752.50	$6,000.00	$0.00
60M Frac FastE	$820.00	$6,000.00	$0.00
FastE (100M)	$1,045.25	$6,000.00	$0.00
200M Frac GigE	$1,980.00	$18,000.00	$0.00
300M Frac GigE	$2,392.50	$18,000.00	$0.00
400M Frac GigE	$2,890.00	$18,000.00	$0.00
500M Frac GigE	$3,315.00	$18,000.00	$0.00
600M Frac GigE	$3,740.00	$18,000.00	$0.00
GigE	$5,292.50	$18,000.00	$0.00

(1) A value of $0.00 in the Net NRC column of the above table indicates that the NRC was "waived".

MPLS

SPRINT GLOBAL MPLS VPN: Sprint's Global MPLS VPN offering uses the Sprint IP/MPLS backbone as the transport mechanism. The MPLS protocol is utilized to interconnect the customer network and maintain data privacy. Both dedicated local access and Customer Premise Equipment ("CPE") are required for Global MPLS VPN. Unless specifically stated otherwise in this Sprint Global MPLS VPN pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.

A. Sprint provides Ethernet Port Services only at selected locations for Customer Provided Access. Customers shall arrange and are responsible for all costs related to transport from customer premises to Sprint Ethernet Location(s). For Sprint Provided Ethernet Access, Sprint provides Ethernet Port/Access Bundles, where available. Sprint Provided Ethernet offers two types of access bundles; Dedicated and Shared. Shared Service is provided via shared Ethernet Virtual Private Line (EVPL) access based on a local access "switched" network to a shared network interface to the IP network while Dedicated Service is provided via Ethernet Private Line (EPL) access based on a local access network to a dedicated network interface to the Global MPLS VPN Network.

B. **Domestic.** Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic Sprint Global MPLS VPN Port, with an individual Order Term of 3 years or longer, installed or in service during the Term.

Global MPLS VPN Port Speed(s) Domestic	NET MRC	List NRC	Net NRC
56/64k	$81.00	$750.00	$0.00
128k	$126.00	$1,000.00	$0.00

Global MPLS VPN Port Speed(s) Domestic	NET MRC	List NRC	Net NRC
256k	$128.13	$1,000.00	$0.00
384k	$129.38	$1,000.00	$0.00
512k	$138.13	$1,000.00	$0.00
768k	$147.25	$1,000.00	$0.00
1024k	$151.13	$1,000.00	$0.00
T1 (1.5M)	$162.50	$1,000.00	$0.00
3M Mmb	$292.50	$2,000.00	$0.00
4.5M Mmb	$399.00	$2,000.00	$0.00
6M Mmb	$506.25	$2,000.00	$0.00
7.5M Mmb	$612.75	$2,000.00	$0.00
9M Mmb	$710.50	$2,000.00	$0.00
10.5M Mmb	$810.00	$2,000.00	$0.00
12M Mmb	$915.00	$2,000.00	$0.00
6M FDS3	$900.00	$6,000.00	$0.00
9M FDS3	$955.50	$6,000.00	$0.00
12M FDS3	$990.00	$6,000.00	$0.00
15M FDS3	$1,035.00	$6,000.00	$0.00
18M FDS3	$1,076.75	$6,000.00	$0.00
22M FDS3	$1,135.75	$6,000.00	$0.00
25M FDS3	$1,174.50	$6,000.00	$0.00
28M FDS3	$1,211.25	$6,000.00	$0.00
31M FDS3	$1,254.00	$6,000.00	$0.00
34M FDS3	$1,288.00	$6,000.00	$0.00
DS3 (45M)	$1,300.00	$6,000.00	$0.00
50 Mbps Frac OC3	$2,475.00	$12,000.00	$0.00
60 Mbps Frac OC3	$2,635.00	$12,000.00	$0.00
80 Mbps Frac OC3	$2,945.00	$12,000.00	$0.00
100 Mbps Frac OC3	$3,245.00	$12,000.00	$0.00
OC3 (155M)	$4,050.00	$12,000.00	$0.00
200M Frac OC12	$7,200.00	$18,000.00	$0.00
250M Frac OC12	$7,750.00	$18,000.00	$0.00
300M Frac OC12	$8,250.00	$18,000.00	$0.00
350M Frac OC12	$8,700.00	$18,000.00	$0.00
400M Frac OC12	$9,262.50	$18,000.00	$0.00
OC12 (622M)	$11,475.00	$18,000.00	$0.00
OC48 (2.49G)	$31,725.00	$24,000.00	$0.00
2M Fract 10M E	$185.25	$6,000.00	$0.00
4M Fract 10M E	$235.00	$6,000.00	$0.00
5M Fract 10M E	$262.50	$6,000.00	$0.00
6M Fract 10M E	$286.00	$6,000.00	$0.00
8M Fract 10M E	$333.50	$6,000.00	$0.00
10M Ethernet	$390.00	$6,000.00	$0.00
20M Frac FastE	$700.00	$12,000.00	$0.00
30M Frac FastE	$850.00	$12,000.00	$0.00
40M Frac FastE	$960.00	$12,000.00	$0.00
50M Frac FastE	$1,050.00	$12,000.00	$0.00
60M Frac FastE	$1,120.00	$12,000.00	$0.00
FastE (100M)	$1,470.00	$12,000.00	$0.00
200M Frac GigE	$3,000.00	$24,000.00	$0.00
300M Frac GigE	$3,770.00	$24,000.00	$0.00
400M Frac GigE	$4,420.00	$24,000.00	$0.00
500M Frac GigE	$5,265.00	$24,000.00	$0.00
600M Frac GigE	$5,940.00	$24,000.00	$0.00
GigE	$8,450.00	$24,000.00	$0.00

Global MPLS VPN Port Speed(s) Domestic	NET MRC	List NRC	Net NRC

(1) A value of $0.00 in the Net NRC column of the above table indicates that the NRC was "waived".

MOBILE WIRELESS – NATIONWIDE PROMOTIONAL EQUIPMENT UPDATES

1. **CDMA Mobile Broadband Cards**
   a. **New:** Sprint LivePro Price $299.99

2. **Basic Phones**
   a. **NEW:** Kyocera Verve Price $19.99

3. **Other Wireless Equipment**
   a. **New**: Dell Latitude 13 3340 Price $249.99
   b. **No Longer Available:** Franklin S600C

4. **Smartphones - Androids**
   a. **New:** HTC One (M8) Price $99.99
   b. **New:** HTC One Harman Kardon Price $129.99
   c. **New:** Kyocera Hydro Vibe Price $29.99
   d. **New:** LG G3 Price $199.99
   e. **New:** Samsung Galaxy S5 Sport Price $199.99
   f. **New:** Samsung Galaxy S5 $199.99
   g. **Price Reduction:** Kyocera Hydro EDGE Price FREE
   h. **Price Reduction:** HTC One Price $49.99
   i. **Price Reduction:** Samsung Galaxy S4 Price $99.99
   j. **Price Reduction:** Samsung Galaxy Note 3 Price $249.99
   k. **Price Increase:** LG G2 Price $99.99
   l. **No Longer available:** LG Optimus Elite, Kyocera Rise, Motorola PHOTON Q 4G LTE, Samsung Galaxy Note II, Sprint Vital

5. **Smartphones- BlackBerry & Win**
   a. **Price Reduction:** Samsung ATIV S NEO Price $99.99
   b. **Price Reduction:** HTC 8XT Price FREE
   c. **Price Reduction:** Blackberry Q10 Price $99.99

6. **Tablets**
   a. **NEW:** Samsung Galaxy Tab 4 Price $49.99
   b. **NEW:** Samsung Galaxy Tab S Price $549.99

MOBILE WIRELESS – SPECIALLY PRICED SERVICE PLANS

1. **Sprint Government Choice Value Plan**

Sprint Government Choice Value Plan	
NET MRC	**$47.99 NET MRC; Service Pricing Discounts will not apply**
Anytime Minutes	400
Anytime Minutes Overage	$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included [1]
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Data Roaming	$0.002/KB

Sprint Government Choice Value Plan	
Upgrade Term	24 Months
Premium Data Requirement	Included

[1] Corporate-Liable Active Units on the Sprint Government Choice Value Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans.

1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDC[SM], are available with certain devices and may be subject to an additional charge.

2 Sprint Custom Voice & Data

Sprint Custom Voice & Data		
NET MRC	**$40.00 NET MRC; Add a Phone[5]**	**$49.99 NET MRC; Service Pricing Discounts will not apply**
Anytime Minutes	0	500
Anytime Minutes Overage	$0.25/minute	$0.25/minute
Sprint Mobile-to-Mobile	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited
Shared Minutes	Included [1]	Included [1]
Direct Connect® and Group Connect®	Unlimited	Unlimited
Nationwide Long Distance	Included	Included
Caller ID &Voice Mail	Included	Included
Unlimited internet browsing and e-mail	Included	Included
Unlimited Messaging	Included	Included
Data Roaming	Included	Included
Premium Data Requirement	Included	Included
Wireless Priority Service [2,4]	Included [2,4]	Included [2,4]
Integrated Office – Standard Edition [4]	Included[4]	Included[4]
Sprint Mobile Integration	$1.00	$1.00
Sprint Mobile Hotspot [3,4]	100MB [3,4]	100MB [3,4]
Overage charges for Sprint Mobile Hotspot over 100MB	$0.05 per MB[3]	$0.05 per MB[3]

[1] Corporate-Liable Active Units on the Sprint Custom Voice & Data plan will share Anytime Minutes with only the Business Essentials family of plans.

[2] Subject to a per minute charge of $0.75

[3] If Customer's data usage in a given month exceeds the Data Services limitation, Customer will be liable for the overage charges set forth in the table above.

[4] Subject to additional Terms and Conditions

[5] The Sprint Custom Voice & Data Add a Phone plan is subject to a mandatory 1:1 ratio with the Sprint Custom Voice & Data $49.99 500 Minutes of Use plan. Meaning, for every subscriber activated on the Sprint Custom Voice & Data Add a Phone plan, there should be an equal number of subscribers activated on the Sprint Custom Voice & Data $49.99 500 Minutes of Use plan. Sprint reserves the right, at its sole discretion, to migrate subscribers activated on the Sprint Custom Voice & Data Add a Phone if the ratio increases from the mandatory 1:1 ratio to the Sprint Custom Voice & Data $49.99 500 Minutes of Use plan. For example, if the Customer has three subscribers activated on the Sprint Custom Voice & Data Add a Phone plan and only two subscribers activated on the Sprint Custom Voice & Data $49.99 500, then Sprint reserves the right, at its sole discretion, to migrate one subscriber from the Sprint Custom Voice & Data Add a Phone plan and activate that subscriber onto the Sprint Custom Voice & Data $49.99 500 MOU plan.

1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability

2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDC[SM], are available with certain devices and may be subject to an additional charge.

3) The Data Roaming limitation is 100MB. The combined Data Roaming usage from both the device and Mobile Hotspot contributes to the 100MB limit. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds the Data Roaming limitation.

4) All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on.

3. Custom Voice 100

	Custom 100
NET MRC	**NET $19.99**
Anytime Minutes	100
Anytime Minutes Overage	$0.25/minute
Unlimited Nights & Weekends (Nights Start at 9 pm)	Unlimited
Sprint Mobile-to-Mobile	Unlimited
Direct Connect® and Group Connect®	Unlimited
Pooled Anytime Minutes	Included
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included
Unlimited Messaging	Included

(1) Roaming charges are included.
(2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC^{SM}, are available with certain devices and may be subject to an additional charge.

4. Custom Voice 275

	Custom 275
NET MRC	**NET $19.99**
Anytime Minutes	275
Anytime Minutes Overage	$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited
Sprint Mobile-to-Mobile	Unlimited
Direct Connect® and Group Connect®	Unlimited
Pooled Anytime Minutes	Included
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included

(1) Roaming charges are included.
(2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC^{SM}, are available with certain devices and may be subject to an additional charge.

5. Sprint Voice Plan Add-Ons. The following options may be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

A. Sprint Domestic Messaging Add-Ons. Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	NET $0.00	$0.20
1000 Messages	NET $4.00	$0.20
Unlimited Messages	NET $7.00	N/A

(1) Net Messaging Plans are net of all discounts. Service Pricing Discount does not apply.

B. Sprint Mobile Hotspot Add-On. Sprint Mobile Hotspot Add-On may be added for an additional MRC. Sprint Mobile Hotspot Add-On requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Pro Pack. Sprint Mobile Hotspot Add-On is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot Add-On usage is separate from underlying plan usage.

MRC	$15.00*	$37.99*
Data Services limitation in Gigabytes ("GB")	2 GB	6 GB
Overage charges for additional data Services usage above data Services limitation	$0.05 per MB[1]	$0.05 per MB[1]

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.
[1]If Customer's data usage in a given month exceeds the Data Services limitation, Customer will be liable for the overage charges set forth in the table above.

(1) The Data Roaming limitation is 100MB. The combined Data Roaming usage from both the device and Mobile Hotspot contributes to the 100MB limit. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Corporate-Liable Active Unit if Roaming in a given month exceeds the Data Roaming limitation.

(2) All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on.

C. Sprint Data Add-Ons

Data Plan	MRC
Sprint PRO Pack	NET $20*
Sprint Business Application Data Plan	$10

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable

(1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

(2) The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.

(3) The Sprint Business Application Data Plan requires a Sprint business application.

6. 3G/4G Connection Card Plan: The 3G/4G Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

3G/4G Connection Plan Charges

MRC	NET $29.99 [1]	NET $37.99 [1]
Usage Included	1G	Unlimited for Acceptable Use [2]
Overage charge for additional data Services usage above plan limit	$15 per GB[3]	NA
Data Roaming limitation in Megabytes ("MB")	100 MB	100 MB
Additional data Roaming usage above 100 MB	$0.25 per MB[3]	$0.25 per MB[3]
Data Pooling	Included	NA

[1] MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

[2] Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

[3] If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

A. The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

B. Roaming is not available on the Sprint 4G Network at this time.

C. Premium Services content is not available with this Business Plan.

D. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to,

laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

7. Tablet Plans

MRC	$14.99[1]	$34.99[1]	$36.99[1]	$37.99[1]
Data Services limitation in Megabytes ("MB") or Gigabytes ("GB")	300MB	3GB	6GB	Unlimited for Acceptable Use[5]
Overage charge for additional data Services usage above data Services limitation[2]	$15 per GB[3, 4]	$15 per GB[3]	$15 per GB[3]	N/A
Data Roaming limitation in Megabytes ("MB")	100MB	100MB	100MB	100MB
Overage charge for additional data Roaming usage above data Roaming limitation	$0.25 per MB[3]	$0.25 per MB[3]	$0.25 per MB[3]	$0.25 per MB[3]

[1] MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.
[2] The data Services overage charges set forth in the table above apply only to tablets compatible with the Sprint 4G LTE Network. The data Services overage charges for all other tablets will be $0.05 per MB.
[3] If Customer's data usage in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.
[4] Customer will be liable for the overage charge set forth in the table above for any data usage that exceeds 300MB per month.
[5] Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

A. All pricing and available MBs and GBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability.

B. Data usage on the Sprint 4G Network requires a 4G capable device.

C. Roaming is not available on the Sprint 4G Network at this time.

D. Additional charges apply for messaging service.

E. A two year Minimum Service Term is required if Customer receives a wireless device discount. Wireless device discounts may not be available on all devices. Tablets compatible with the Sprint 4G LTE Network are not eligible for wireless device discounts, service credits or rebates, but may be eligible for certain promotions.

F. **Sprint Mobile Hotspot Add-On.** Sprint Mobile Hotspot Add-On may be added for an additional MRC. Sprint Mobile Hotspot Add-On is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot Add-On usage is separate from underlying plan usage.

MRC	$15.00*	$37.99*
Data Services limitation in Gigabytes ("GB")	2 GB	6 GB
Overage charges for additional data Services usage above data Services limitation	$0.05 per MB[1]	$0.05 per MB[1]

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.
[1] If Customer's data usage in a given month exceeds the Data Services limitation, Customer will be liable for the overage charges set forth in the table above.

(1) The Data Roaming limitation is 100MB. The combined Data Roaming usage from both the device and Mobile Hotspot contributes to the Data Roaming limitation. Additional roaming usage is $0.25 per MB.

(2) All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on.

G. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots

or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

H. Certain data usage restrictions and limitations apply.

7. **Sprint Static IP.** In addition to a Sprint Data plan, Standard Public Static IP is available for an additional $1 per IP address per month. Public Static IP is not available with Sprint Data Link.

Please access the following link for purposes of viewing the updated product/service price list:
http://www.ogs.state.ny.us/purchase/prices/7701720268PL_Sprint.pdf
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

Office of General Services
New York State Procurement (NYSPro)
Corning Tower Building, 38th Floor
Empire State Plaza
Albany, New York 12242
http://nyspro.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 10, 2014

GROUP: 77017

Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Karen Rogers
Contract Management Specialist
Phone: (518) 486-9298
Email: Karen.Rogers@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTORS:
CONTRACT NOS:
CONTRACT PERIODS:

Cellco Partnership d/b/a Verizon Wireless – PS63766 – 02-26-2008 – 08-15-2017
Everbridge, Inc. – PS64719 – 09-24-2009 – 08-15-2017
Quest Communications Corp. d/b/a CenturyLink – PS63071 – 08-16-2007 – 08-15-2017
Spok (formerly USA Mobility Wireless, Inc.) – PS64728 – 09-24-2009 – 08-15, 2017
Time Warner Cable – PS63596 – 03-11-2008 – 08-15-201700

SUBJECT: Update Service/Product/Price List (Cellco Partnership d/b/a Verizon Wireless)
Update Service/Product/Price List (Everbridge, Inc.)
Update Service/Product/Price List (Spok formerly USA Mobility, Inc.)
Update Service/Product/Price List (Quest Communications d/b/a CenturyLink)
Update Service/Product/Price List (Time Warner Cable)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS has requested and the State has approved the following amendments to the above-referenced contract PS63766:
(1) Increased messaging allowances on select plans for the State's users;
(2) The removal of the agency restriction from the Custom State of New York Nationwide Flat Rate Calling Plan;
(3) The addition of premise based VMware ("AirWatch") and MobileIron products.

The Federal Universal Service Fund rates have been adjusted to reflect the current charges (15.70%) as of August 1, 2014.

The following changes have occurred in the NYS Equipment Matrix:

Type	Manufacturer/Brand	Model	3/17/14 Price	Current Status
Basic	Casio	GZ1 Ravine 2	$129.99	N/A
Basic	Casio	GZ1 Ravine 2 No Camera	$129.99	N/A
Basic	LG	Cosmos 3	$79.99	$79.99
Basic	LG	Exalt	$79.99	$79.99
Basic	LG	Extravert	$0.00	N/A
Basic	LG	Extravert 2	N/A	$79.99
Basic	LG	Revere 2	$49.99	N/A
Basic	LG	Revere 3	N/A	$0.99
Basic	Pantech	Hotshot	$99.99	N/A
Basic	Pantech	Jest 2	$79.99	N/A
Basic	Samsung	Brightside in Sapphire Blue	$99.99	N/A
Basic	Samsung	Convoy 3	$49.99	$49.99
Basic	Samsung	Gusto 2 in Snow Silver	($50.00)	N/A
Basic	Samsung	Gusto 3	N/A	$0.00
Basic	Samsung	Intensity III in Steel Gray	$49.99	N/A
Data	Delphi	Delphi Connect	$99.99	N/A
Data	Delphi	Delphi Connect w/ 4G LTE Mobile Hotspot	$199.99	N/A
Data	Franklin	Wireless Aircard X720	$49.99	N/A
Data	Netgear	VZW 4G LTE Router	$99.99	N/A
Data	Novatel	VZW 4G LTE Broadband Router w/ Voice	$49.99	N/A
Data	VZW	4G USB Modem (USB551L)	$0.00	$0.00
Data	VZW	4G USB Modem (UML290 VW-G)	$0.00	$0.00
Data	VZW	4G USB Modem (UML295)	$0.00	$0.00
Data	VZW	Ellipsis Jetpack	$39.99	$0.00
Data	VZW	Five Spot (AC30)	$0.99	N/A
Data	VZW	MHS291L (4G LTE Hotspot)	$49.99	$49.99
Data	VZW	MiFi 4620LE (4G LTE Hotspot)	$49.99	N/A
Data	VZW	MiFi 5510L (4G LTE Hotspot)	$19.99	$19.99
Data	VZW	USB760	$0.00	N/A
Modem	Lucent	Mobile Bridge	$500.00	N/A
Modem	Navman	Fleet Administrator 2.5	$399.99	N/A
Modem	VZW	Home Phone Connect	$19.99	$0.00
Smartphone	Blackberry	9930 (Bold)	$99.99	$99.99
Smartphone	Blackberry	Q10	$49.99	$49.99
Smartphone	Blackberry	Q10 in White	$49.99	$49.99
Smartphone	Blackberry	Z10	$0.00	$0.00

Smartphone	Blackberry	Z10 in White	$0.00	$0.00
Smartphone	Blackberry	Z30	$199.99	$199.99
Smartphone	Casio	GZ1 Commando	$49.99	N/A
Smartphone	Casio	GZ1 Commando 4G LTE	$99.99	N/A
Smartphone	HTC	DROID DNA	$199.99	N/A
Smartphone	HTC	One	$199.99	$99.99
Smartphone	HTC	All new One (M8)	N/A	$199.99
Smartphone	HTC	One max	$299.99	N/A
Smartphone	HTC	Rhyme	$0.99	N/A
Smartphone	HTC	Trophy	$0.00	N/A
Smartphone	HTC	Windows Phone 8X	$49.99	$49.99
Smartphone	HTC	Windows Phone 8X in Blue	$49.99	$49.99
Smartphone	HTC	One Remix 4G LTE	N/A	$99.99
Smartphone	KYOCERA	Hydro Elite	$99.99	$99.99
Smartphone	KYOCERA	Brigadier 4G LTE	N/A	$99.99
Smartphone	LG	Enact	$19.99	$19.99
Smartphone	LG	G2	$149.99	$99.99
Smartphone	LG	G2 in White	$149.99	$99.99
Smartphone	LG	G3	N/A	$199.99
Smartphone	LG	Intuition	$49.99	N/A
Smartphone	LG	Lucid (all colors)	$49.99	N/A
Smartphone	LG	Lucid 2	$0.99	N/A
Smartphone	LG	Lucid 3	N/A	$0.00
Smartphone	LG	Spectrum 2	$0.00	N/A
Smartphone	LG	G Vista 4G LTE	N/A	$99.99
Smartphone	Motorola	DROID 4	$49.99	N/A
Smartphone	Motorola	DROID MAXX	$299.99	$199.99
Smartphone	Motorola	DROID MINI	$99.99	$29.99
Smartphone	Motorola	DROID MINI in Red	$99.99	$29.99
Smartphone	Motorola	DROID MINI in White	$99.99	$29.99
Smartphone	Motorola	DROID RAZR HD	$49.99	N/A
Smartphone	Motorola	DROID RAZR HD in Blue	$49.99	N/A
Smartphone	Motorola	DROID RAZR HD in White	$49.99	N/A
Smartphone	Motorola	DROID RAZR M	$0.99	N/A
Smartphone	Motorola	DROID RAZR M in White	$0.99	$0.99
Smartphone	Motorola	DROID RAZR MAXX HD	$149.99	N/A
Smartphone	Motorola	DROID ULTRA	$199.99	N/A
Smartphone	Motorola	DROID ULTRA in Red	$199.99	N/A
Smartphone	Motorola	DROID ULTRA in White	$199.99	N/A
Smartphone	Motorola	Moto X	$99.99	$49.99
Smartphone	Motorola	Moto X in White	$99.99	$49.99

Smartphone	Motorola	Moto X Moto Maker Edition 16GB	$99.99	$99.99
Smartphone	Motorola	Moto X Moto Maker Edition 32GB	$149.99	$149.99
Smartphone	Nokia	Lumia 928 in Black	$99.99	$0.99
Smartphone	Nokia	Lumia 928 in White	$99.99	$0.99
Smartphone	Nokia	Lumina Icon 929	N/A	$149.99
Smartphone	Pantech	Marauder	$49.99	N/A
Smartphone	Pantech	Perception	$99.99	N/A
Smartphone	Samsung	ATIV Odyssey	$0.99	$0.99
Smartphone	Samsung	ATIV SE	N/A	$199.99
Smartphone	Samsung	Galaxy Note 3 in Jet Black	$299.99	$299.99
Smartphone	Samsung	Galaxy Note 3 in Rose Gold White	$299.99	N/A
Smartphone	Samsung	Galaxy Note 3 in Snow White	$299.99	$299.99
Smartphone	Samsung	Galaxy SIII Mini	$49.99	N/A
Smartphone	Samsung	Galaxy S4 in Black Mist	$199.99	$99.99
Smartphone	Samsung	Galaxy S4 in Brown Autumn	$199.99	N/A
Smartphone	Samsung	Galaxy S4 in White Frost	$199.99	N/A
Smartphone	Samsung	Galaxy S4 32GB in Black Mist	$249.99	N/A
Smartphone	Samsung	Galaxy S4 32GB in White Frost	$249.99	N/A
Smartphone	Samsung	Galaxy S4 Mini	$99.99	$99.99
Smartphone	Samsung	Galaxy S5 4G LTE	N/A	$199.99
Tablet	Google	Google Nexus 7 Tablet	$349.99	$349.99
Tablet	LG	LG G Pad 8.3 (16GB)	N/A	$99.99
Tablet	Nokia	Lumia 2520 in Black	$499.99	$499.99
Tablet	Nokia	Lumia 2520 in Red	$499.99	N/A
Tablet	Samsung	Galaxy Note 10.1	$599.99	$599.99
Tablet	Samsung	Galaxy Tab 2 (7.0)	$299.99	N/A
Tablet	Samsung	Galaxy Tab 2 (10.1)	$449.99	N/A
Tablet	Samsung	Galaxy Tab 10.1 32GB in White	$629.99	N/A
Tablet	Samsung	Galaxy Note Pro 12.2	N/A	$749.99
Tablet	Samsung	Galaxy Tab 4 (8.0)	N/A	$379.99
Tablet	Samsung	Galaxy Tab 4 10.1 4G LTE (16GB)	N/A	$459.99
Tablet	VZW	Ellipsis Tab 7	$249.99	$49.99
Tablet	VZW	Ellipsis 7 4G XLTE	N/A	$49.99
Tablet	SONY	Xperia Z2	N/A	$599.99

Please access the following link for purposes of viewing the updated product/service/price list:
http://www.ogs.state.ny.us/purchase/prices/7701720268PL_VerizonWireless.pdf
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

EVERBRIDGE, INC. has requested and the State has approved the deletion of obsolete products/services and the addition of the following updated Emergency Notification Services to the above-referenced contract PS64719:

Everbridge Mass Notification 1 - 250 citizens, employees, and first responders	$ 591.50	$ 568.00	N/A

Everbridge Mass Notification 251 - 1000 citizens, employees, and first responders	$ 839.42	$ 806.00	N/A
Everbridge Mass Notification 1001 - 1500 citizens, employees, and first responders	$ 991.67	$ 952.00	N/A
Everbridge Mass Notification 1501 - 2500 citizens, employees, and first responders	$ 1,275.00	$ 1,224.00	N/A
Everbridge Mass Notification 2501 - 5000 citizens, employees, and first responders	$ 1,912.50	$ 1,836.00	N/A
Everbridge Mass Notification >5000 citizens, employees, and first responders	N/Q	N/Q	N/A
SMART Weather Alerts 1 - 250 citizens, employees, and first responders	$ 106.25	N/A	N/A
SMART Weather Alerts 251 - 1000 citizens, employees, and first responders	$ 125.92	N/A	N/A
SMART Weather Alerts 1001 - 1500 citizens, employees, and first responders	$ 148.75	N/A	N/A
SMART Weather Alerts 1501 - 2500 citizens, employees, and first responders	$ 191.25	N/A	N/A
SMART Weather Alerts 2501 - 5000 citizens, employees, and first responders	$ 286.92	N/A	N/A
SMART Weather Alerts >5000 citizens, employees, and first responders	N/Q	N/Q	N/A
Interactive Visibility 1 - 250 citizens, employees, and first responders	$ 177.42	N/A	N/A
Interactive Visibility 251 - 1000 citizens, employees, and first responders	$ 251.83	N/A	N/A
Interactive Visibility 1001 - 1500 citizens, employees, and first responders	$ 297.50	N/A	N/A
Interactive Visibility 1501 - 2500 citizens, employees, and first responders	$ 382.50	N/A	N/A
Interactive Visibility 2501 - 5000 citizens, employees, and first responders	$ 573.75	N/A	N/A
Interactive Visibility >5000 citizens, employees, and first responders	N/Q	N/Q	N/A
IPAWS/CMAS 1 - 250 citizens, employees, and first responders	$ 70.83	N/A	N/A
IPAWS/CMAS 251 - 1000 citizens, employees, and first responders	$ 83.92	N/A	N/A
IPAWS/CMAS 1001 - 1500 citizens, employees, and first responders	$ 99.17	N/A	N/A
IPAWS/CMAS 1501 - 2500 citizens, employees, and first responders	$ 127.50	N/A	N/A
IPAWS/CMAS 2501 - 5000 citizens, employees, and first responders	$ 191.25	N/A	N/A
IPAWS/CMAS >5000 citizens, employees, and first responders	N/Q	N/Q	N/A

Mobile Member 1 - 250 citizens, employees, and first responders	$ 106.25	N/A	N/A
Mobile Member 251 - 1000 citizens, employees, and first responders	$ 125.92	N/A	N/A
Mobile Member 1001 - 1500 citizens, employees, and first responders	$ 148.75	N/A	N/A
Mobile Member 1501 - 2500 citizens, employees, and first responders	$ 191.25	N/A	N/A
Mobile Member 2501 - 5000 citizens, employees, and first responders	$ 286.92	N/A	N/A
Mobile Member >5000 citizens, employees, and first responders	N/Q	N/Q	N/A
Incident Communication 1 - 250 citizens, employees, and first responders	$ 177.08	N/A	N/A
Incident Communication 251 - 1000 citizens, employees, and first responders	$ 251.83	N/A	N/A
Incident Communication 1001 - 1500 citizens, employees, and first responders	$ 297.50	N/A	N/A
Incident Communication 1501 - 2500 citizens, employees, and first responders	$ 382.50	N/A	N/A
Incident Communication 2501 - 5000 citizens, employees, and first responders	$ 573.75	N/A	N/A
Incident Communication >5000 citizens, employees, and first responders	N/Q	N/Q	N/A
Security Pack 1 - 250 citizens, employees, and first responders	$ 106.25	N/A	N/A
Security Pack 251 - 1000 citizens, employees, and first responders	$ 106.25	N/A	N/A
Security Pack 1001 - 1500 citizens, employees, and first responders	$ 106.25	N/A	N/A
Security Pack 1501 - 2500 citizens, employees, and first responders	$ 127.50	N/A	N/A
Security Pack 2501 - 5000 citizens, employees, and first responders	$ 191.25	N/A	N/A
Security Pack >5000 citizens, employees, and first responders	N/Q	N/Q	N/A
Threat View 1 - 250 citizens, employees, and first responders	$ 177.08	N/A	N/A
Threat View 251 - 1000 citizens, employees, and first responders	$ 177.08	N/A	N/A
Threat View 1001 - 1500 citizens, employees, and first responders	$ 198.33	N/A	N/A
Threat View 1501 - 2500 citizens, employees, and first responders	$ 255.00	N/A	N/A
Threat View 2501 - 5000 citizens, employees, and first responders	$ 382.50	N/A	N/A

Threat View >5000 citizens, employees, and first responders	N/Q	N/Q	N/A
Minute Block 10,000	N/A	$ 1,063.00	N/A
Minute Block 25,000	N/A	$ 2,763.00	N/A
Minute Block 50,000	N/A	$ 5,313.00	N/A
Minute Block 100,000	N/A	$ 10,625.00	N/A
Minute Block 500,000	N/A	$ 53,125.00	N/A

Please access the following link for purposes of viewing the updated product/service/price list:
http://www.ogs.state.ny.us/purchase/prices/7701720268PL_Everbridge.pdf
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

QUEST COMMUNICATIONS d/b/a CenturyLink has requested and the State has approved the deletion of certain obsolete VOIP Hosted services in Lot 1, added Optical Wave and Ethernet to Lot 2, Private line; added Managed bundle including service, managed equipment, DDOS Mitigation, Network Based Security and Ancillary Security services and added Customer Access Extension to Lot 3 and added aggregate network data transfer option to Lot 3 MPLS.
Please access the following link for purposes of viewing the updated product/service/price list:
http://www.ogs.state.ny.us/purchase/prices/7701720268PL_Qwest.pdf. All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

SPOK (Formerly USA Mobility Wireless, Inc.) has requested and the State has approved the following name and pricing for the below listed service:

Current Service	Current Rate	New Name	New Rate
AMC Select	**$10.00**	**Spok Mobile**	**$6.00** With or Without Device

Please access the following link for purposes of viewing the updated product/service/price list:
http://www.ogs.state.ny.us/purchase/prices/7701720268PL_UsaMobility.pdf.
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

TIME WARNER CABLE has requested and the State has approved the following amendments to the above-referenced contact PS63596:

- Modification to Tax Tables, including the Federal Universal Service Fund Rate to 15.70% and the Federal Regulatory Recovery Fee, which is now 1.97% and the State Regulatory Recovery Fee of 1.2144%;

- Modified available speeds and pricing for Internet Access, to add 2000 MBS, 3000 MBS and 5000 MB bandwidth speeds.

Please access the following link for purposes of viewing the updated product/service/price list:
http://www.ogs.state.ny.us/purchase/prices/7701720268PL_TimeWarnerCable.pdf
All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

Office of General Services
New York State Procurement (NYSPro)
Corning Tower Building, 38th Floor
Empire State Plaza
Albany, New York 12242
http://nyspro.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 1, 2014

GROUP: 77017

Comprehensive Telecommunications Seervices

PLEASE ADDRESS INQUIRIES TO:

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customer.services@ogs.ny.gov

CONTRACTOR: **VERIZON BUSINESS NETWORK SERVICES, INC.**
CONTRACT NO: **PS63765**
CONTRACT PERIODS: **02-29-2008 – 08-15-2017**

SUBJECT: **BILLING ERRORS**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Please be advised that Verizon will issue credits to Authorized Users pursuant to the provisions of the above contract, PS63765, for billing errors associated with the Federal Universal Service Surcharge (**FUSF)** assessment.

Verizon had anticipated that the billing errors would likely result in the issuance of credits under the above contract. The billing error centered on the fact that while Verizon correctly suppressed charges resulting from implementation of the Access Recovery Charge (**ARC)** as part of a tariff filing in July, 2012, FUSF calculations still included the ARC in the base from which FUSF charges were derived. As a result, FUSF charges were overbilled.

Verizon developed a mechanism for correctly billing FUSF going forward. A one-time credit was to have appeared on applicable individual customer invoices that were incorrectly assessed the charges effective with the September 19, 2014 to October 16, 2014 billing periods. As a result of unforeseen circumstances, the effective billing periods for these credits has **CHANGED TO OCTOBER 1, 2014 TO OCTOBER 28, 2014.**

OGS encourages all Authorized Users to carefully review their individual invoices on the "Other Charges and Credits Section" of their bill for purposes of insuring that all credits due are applied during the above billing period.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

20268p135

New York State Office Of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 2, 2014

GROUP: 77017

Comprehensive Telecommunications Services

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CONTRACTORS
CONTRACT NOS:
CONTRACT PERIODS:

Sprint Solutions, Inc. – PS63853 – 05-09-2008 – 08-15-2017
tw telecom Holdings, Inc. – PS63072 – 08-16-2007 – 08-15-2017 2nd 11-06-2009 – 08-15-2017

SUBJECT: Update Service Price Lists

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
SPRINT SOLUTIONS, INC. has requested and the State has approved the following amendments to the above-referenced contract PS63853:

1. **CDMA Mobile Broadband Cards**
   a. **New:** NETGEAR 341U USB Modem Price $19.99
   b. **New:** NETGEAR ZING Mobile Hotspot Price $49.99
   c. **New:** Novatel MiFi 500 LTE Price $49.99
   d. **No Longer Available**: Sierra Overdrive Pro 3G/4G Hotspot, Sierra Overdrive Pro 3G/4G Mobile Hotspot, Hotspot Capable, Franklin U602 Dual Mode, Sprint Tri-Mode USB U770, Merlin CC208 3G/4G 2-in1 Card, Novatel MiFi Hotspot 4082, Sierra 3G/4G Dual Mode, ZTE International Mobile Hotspot AC30

2. **Basic Phones**
   a. **Price Reduction:** Kyocera Kona Price FREE
   b. **Price Reduction:** Kyocera DuraPlus (Pro 375) Price $49.99
   c. **Price Reduction:** Kyocera DuraXT (E4277)
   d. **New:** Kyocera Kona Price FREE
   e. **New:** LG Rumor Reflex S Price $29.99
   f. **New:** Sonim XP Strike IS (3420) Price $599.99
   g. **Price Reduction:** Samsung Array Price $19.99

- **h. Price Reduction:** Samsung M400 Promotional Price through 12/12/13 FREE
- **i. No longer Available:** Samsung M400, Kyocera Brio, LG Reflex

3. Other Wireless Equipment

- **a. New**: ARAVE Access Point (2.5+) Price $99.99
- **b. New:** Sprint Phone Connect System 1 Price $49.99
- **c. New:** Lenovo Thinkpad X131E Price $149.99
- **d. New:** NETGEAR 4G LTE Gateway 6100D Price $199.99
- **e. Price Reduction:** Franklin S600C Price $24.99
- **f. No Longer Available:** Sprint Phone Connect (Axesstel), Sierra Wireless Hotspot - 4G LTE, LG Mach

4. Smartphones - Androids

- **a. New:** HTC One Price $99.99
- **b. New:** HTC One Max Price $249.99
- **c. New:** Kyocera Hydro EDGE Price $19.99
- **d. New:** LG Nexus 5 Price $99.99
- **e. New:** LG Optimus F3 Price $29.99
- **f. New:** LG G2 Price $49.99
- **g. New:** LG G Flex Price $249.99
- **h. New:** Moto X Price $49.99
- **i. New:** Motorola PHOTON Q 4G LTE Price FREE
- **j. New:** Samsung Galaxy S4 mini Price $49.99
- **k. New:** Samsung Galaxy Mega Price $149.99
- **l. New:** Samsung Galaxy S4 Price $199.99
- **m. New:** Samsung Galaxy Note 3 Price $349.99
- **n. New:** Sprint Vital Price FREE
- **o. Price Reduction:** HTC ECO 4G LTE Price FREE
- **p. Price Reduction:** Kyocera Torque Price $49.99
- **q. Price Reduction:** Samsung Galaxy S III (16 GB) Price $49.99
- **r. Price Reduction:** Samsung Galaxy Note 3 Price $99.99
- **s. No Longer available:** LG Optimus S, Samsung Galaxy S II, Samsung Galaxy Victory (L300), Samsung Nexus (L700), Sprint Force, Sprint Flash 4G LTE, Motorola ES400S, ZTE Fury, Kyocera Milano, Samsung Galaxy S III (32GB), Motorola Photon

5. Smartphones- BlackBerry & Win

- **a. New:** Samsung ATIV S NEO Price $149.99
- **b. New:** Blackberry Q10 Price $149.99
- **c. New:** HTC 8XT Price $49.99
- **d. No Longer Available**: Blackberry Curve (9350)

6. Tablets

- **a. New:** Samsung Galaxy Tab 3 Price $49.99
- **b. New:** Samsung Galaxy Tab 2 Price $349.99
- **c. New:** Sprint Optik 2 FREE

7. Mobile Wireless

- **a.** Federal USF Id Surcharge change 16.60%
- **b.** Federal USF Non-ld Surcharge on MRC, airtime and messaging change 4.47%
- **c.** The Government Taxes and Fees and/or Sprint Surcharges and their respective rates included and listed above are subject to change at any time, as are exemptions applicable to customers. The interpretation of state and local tax laws is subject to change at all times. Consequently, the applicability to the specified services of Government Taxes and Fees and Sprint Surcharges, as well as additional Government Taxes and Fees and Sprint Surcharges, not listed or not in existence at this time, is subject to change without warning or notification. Furthermore, exempt status is contingent upon the satisfaction of certain statutory documentation requirements.

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated services and Price lists. All other terms and conditions of the original contract award notification remain the same.

tw telecom Holdings, Inc. has requested and the State has approved the addition of new products and services, deletion of end-of-life products and price reductions. Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/service price list. All other terms and conditions of the original CAN remain the same.

New York State Office Of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 20, 2014

GROUP: 77017

Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACTORS:
CONTRACT NOS:
CONTRACT PERIODS:

CELLCO PARTNERSHIP D/B/A Verizon Wireless – PS63766 – 02-26-2008 – 08-15-2017
SUBJECT: UPDATE SERVICES, PRODUCTS AND PRICE LISTS
RECISSION OF Purchasing Memo #131 with regard to AT&T April 24, 2014

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
CELLCO PARTNERSHIP D/B/A VERIZION WIRELESS has requested and the State has approved the following rate plans which include REDUCED PRICING for all authorized users activating service under these plans and features:

Type	Manufacturer/Brand	Model	7/23/13 Price	Current Status
Smartphone	Blackberry	Q10	$99.99	$49.99
Smartphone	Blackberry	Q10 in White	$99.99	$49.99
Smartphone	Blackberry	Z10	$0.00	$0.00
Smartphone	Blackberry	Z10 in White	$0.00	$0.00
Smartphone	Blackberry	Z30	$199.99	$199.99
Smartphone	Blackberry	9930 (Bold)	$99.99	$99.99
Basic	Casio	GZ1 Ravine 2 (C781)	$179.99	$129.99
Smartphone	Casio	GZ1 Commando (C771)3G	N/A	$49.99
Smartphone	Casio	GZ1 Commando (C811) 4GLTE	N/A	$99.99
Basic	Casio	GZ1 Ravine No Camera	N/A	$129.99
Netbook	Compaq	Mini CQ1-688NR-LTE	N/A	N/A
Data	Delphi	Delphi Connect	N/A	$99.99

Data	Delphi	Delphi Connect w/ 4G LTE Mobile Hotspot	N/A	$199.99
Data	Franklin	Wireless Aircard X720	$49.99	$49.99
Tablet	Google	Google Nexus 7 Tablet	N/A	$349.99
Netbook	HP	Pavilion dm-3010NR-LTE	N/A	N/A
Smartphone	HTC	Droid Incredible 4G LTE (ADR6410LVW)	N/A	N/A
Smartphone	HTC	Rezound (ADR6425LVW)	N/A	N/A
Smartphone	HTC	Rhyme (ADR6330VW)	N/A	$0.99
Smartphone	HTC	Trophy (MWP6985VW)	N/A	$0.00
Smartphone	HTC	Droid DNA	N/A	$199.99
Smartphone	HTC	Windows Phone 8X	$49.99	$49.99
Smartphone	HTC	Windows Phone 8X in Blue	$49.99	$49.99
Smartphone	HTC	HTC One	$99.99	$199.99
Smartphone	HTC	HTC One Max	$299.99	$299.99
Smartphone	Kyocera	Hydro Elite	$99.99	$99.99
Basic	LG	Exalt	N/A	$79.99
Basic	LG	Cosmos 3 (VN-251S)	N/A	$29.99
Basic	LG	Extravert (VN271)	N/A	$0.00
Basic	LG	Revere 2 (VN-150S)	N/A	$49.99
Smartphone	LG	Enlighten (VS700)	N/A	N/A
Smartphone	LG	Intuition (VS950)	N/A	$49.99
Smartphone	LG	Lucid (VS840)	N/A	$49.99
Smartphone	LG	Revolution (VS910)	N/A	N/A
Smartphone	LG	Spectrum 2 (VS930)	N/A	$0.00
Smartphone	LG	Enact	$19.99	$19.99
Smartphone	LG	G2	$49.99	$149.99
Smartphone	LG	G2 White	$49.99	$149.99
Smartphone	LG	Lucid 2	$0.99	$0.99
Modem	Lucent	Mobile Bridge	N/A	$500.00
Smartphone	Motorola	Droid 3 (MOTXT862)	N/A	N/A
Smartphone	Motorola	DROID 4 (MOTXT894)	N/A	$49.99
Smartphone	Motorola	Droid Pro (MOTXT610)	N/A	N/A
Smartphone	Motorola	Droid X2(Mot MB870)*	N/A	N/A
Smartphone	Motorola	Motorola DROID RAZR 16GB (MOTXT912-16)	N/A	N/A
Smartphone	Motorola	Motorola DROIDR RAZR 16GB in Blue (MOTXT912B)	N/A	N/A
Smartphone	Motorola	Motorola DROID RAZR 16GB in White (MOTXT912W-16)	N/A	N/A
Smartphone	Motorola	Motorola DROID RAZR M (MOTXT907)	$0.99	$0.99
Smartphone	Motorola	Motorola DROID RAZR M in White (MOTXT907W)	$0.99	$0.99
Smartphone	Motorola	DROID Mini	$49.99	$99.99
Smartphone	Motorola	Motorola DROID RAZR MAXX (MOTXT912M)	N/A	N/A
Tablet	Motorola	DROID XYBoard 10.1 16GB (MOTMZ617-16)	N/A	N/A

Tablet	Motorola	DROID XYBoard 10.1 32GB (MOTMZ617-32)	N/A	N/A
Tablet	Motorola	DROID XYBoard 10.1 64GB (MOTMZ617-64)	N/A	N/A
Tablet	Motorola	DROID XYBoard 8.2 16GB (MOTMZ609-16)	N/A	N/A
Tablet	Motorola	DROID XYBoard 8.2 32GB (MOTMZ609-32)	N/A	N/A
Smartphone	Motorola	DROID MAXX	$199.99	$299.99
Smartphone	Motorola	DROID ULTRA	$99.99	$199.99
Smartphone	Motorola	DROID ULTRA WHITE	$99.99	$199.99
Smartphone	Motorola	DROID ULTRA RED	$99.99	$199.99
Smartphone	Motorola	DROID Mini WHITE	$49.99	$99.99
Smartphone	Motorola	DROID Mini RED	$49.99	$99.99
Smartphone	Motorola	Motorola Moto X 4G LTE Black	$49.99	$99.99
Smartphone	Motorola	Motorola Moto X 4G LTE White	$49.99	$99.99
Smartphone	Motorola	Motorola MOTO Maker 16GB	$49.99	N/A
Smartphone	Motorola	Motorola MOTO Maker 32GB	$99.99	N/A
Smartphone	Motorola	Motorola X MOTO Maker 16GB	$49.99	$99.99
Smartphone	Motorola	Motorola X MOTO Maker 32GB	$99.99	$149.99
Smartphone	Motorola	Spectrum 2	N/A	N/A
Smartphone	Motorola	DROID RAZR 16GB in Cranberry	N/A	N/A
Smartphone	Motorola	DROID RAZR HD	N/A	$49.99
Smartphone	Motorola	DROID RAZR HD Blue	N/A	$49.99
Smartphone	Motorola	DROID RAZR HD White	N/A	$49.99
Smartphone	Motorola	DROID RAZR MAXX HD	N/A	$149.99
Modem	Navman	Fleet Administrator 2.5 (GPS Modem)	$399.99	$399.99
Data	Netgear	VZW 4G LTE Router	N/A	$99.99
Smartphone	Nokia	Lumia 822	N/A	N/A
Smartphone	Nokia	Lumia 822 in White	N/A	N/A
Smartphone	Nokia	Lumia 928 in Black	N/A	$99.99
Smartphone	Nokia	Lumia 928 in White	$0.99	$99.99
Tablet	Nokia	Nokia Lumia 2520 Black	$399.99	$499.99
Tablet	Nokia	Nokia Lumia 2520 Red	$399.99	$499.99
Smartphone	Palm	Palm Pre 2 (P141VZW)*	N/A	N/A
Data	Novatel	VZW 4G LTE Broadband Router w/ voice	N/A	$49.99
Basic	Pantech	Hotshot (CDM8992VW)	$99.99	$99.99
Basic	Pantech	Jest 2 (TXT8045VW)	$99.99	$79.99
Smartphone	Pantech	Breakout (ADR8995VW)	N/A	N/A
Smartphone	Pantech	Marauder (ADR910LVW)	$49.99	$49.99
Smartphone	Pantech	Perception	$0.99	$99.99
Smartphone	RIM	9310 Curve	N/A	N/A
Smartphone	RIM	9330 (Curve 3G)*	N/A	N/A
Smartphone	RIM	9330EL (Curve 3G)*	N/A	N/A
Smartphone	RIM	9370 (Global Curve 3G)	N/A	N/A

Smartphone	RIM	9850 (Torch)	N/A	N/A
Basic	Samsung	Brightside (SCH-U380)	N/A	$99.99
Basic	Samsung	Convoy 2 (SCH-u660)	N/A	N/A
Basic	Samsung	Convoy 3 (SCHU-680MSV)	$99.99	$29.99
Basic	Samsung	Intensity III (u485)	$49.99	$49.99
Smartphone	Samsung	Droid Charge (SCH-i510)	N/A	N/A
Smartphone	Samsung	Galaxy Nexus (SCH-i515)	N/A	N/A
Smartphone	Samsung	Galaxy SIII 16GB in Blue (SCH-I535MBB)	N/A	N/A
Smartphone	Samsung	Galaxy SIII 16GB in White (SCH-I535RWB)	N/A	N/A
Smartphone	Samsung	Galaxy SIII 32GB in Blue (SCH-I535MBV)	N/A	N/A
Smartphone	Samsung	Galaxy SIII 32GB in White (SCH-I535RWV)	N/A	N/A
Smartphone	Samsung	Galaxy Stellar (SCH-I1200ZKV)	N/A	N/A
Smartphone	Samsung	Stratosphere (SCH-i405)	N/A	N/A
Tablet	Samsung	Galaxy Tab 2 (7.0) (SCHI705MKV)	N/A	$299.99
Tablet	Samsung	Galaxy Tab 10.1 16GB (SCH-I905) (all colors)	N/A	N/A
Tablet	Samsung	Galaxy Tab 10.1 32GB (SCH-I905) (all colors)	N/A	$629.99
Tablet	Samsung	Galaxy TabTM(SCHi800BKV)	N/A	N/A
Tablet	Samsung	Galaxy Tab 7.7 (SCH-I815)	N/A	N/A
Basic	Samsung	Gusto 2 in Snow Silver	$49.99	$0.00
Smartphone	Samsung	ATIV Odyssey	$0.99	$0.99
Smartphone	Samsung	Galaxy Note 2 in Silver	N/A	N/A
Smartphone	Samsung	Galaxy Note 2 in White	N/A	N/A
Smartphone	Samsung	Galaxy SIII 16GB in Black	N/A	N/A
Smartphone	Samsung	Galaxy S4 in White Frost 16GB	N/A	$199.99
Tablet	Samsung	Galaxy Note 10.1	N/A	$599.99
Smartphone	Samsung	Galaxy Note 3	$299.99	$299.99
Smartphone	Samsung	Galaxy SIII Mini	$0.99	$49.99
Smartphone	Samsung	Galaxy S4 16GB in Black Mist	$199.99	$199.99
Smartphone	Samsung	Galaxy S4 32GB in Black Mist	$249.99	$249.99
Smartphone	Samsung	Galaxy S4 32GB in White Frost	$199.99	$249.99
Smartphone	Samsung	Galaxy S4 Mini	$99.99	$99.99
Tablet	Samsung	Galaxy Tab 2 (10.1)	$199.99	$449.99
Smartphone	Sony	Xperia Play (R800)	N/A	N/A
Tablet	VZW	Verizon Elipsis 7 4G LTE	$149.99	$249.99
Basic	VZW	8975*	N/A	N/A
Data	VZW	Verizon Elipsis Jetpack	$19.99	$39.99
Data	VZW	4G USB Modem (UML290VW-G)	N/A	$0.00
Data	VZW	4G USB Modem (USB551L)	N/A	$0.00
Data	VZW	Five Spot (AC30)*	N/A	$0.99
Data	VZW	MiFi 4510L (4G LTE Hotspot)*	N/A	N/A
Data	VZW	MiFi 4620L (4G LTE Hotspot)	N/A	$49.99

Data	VZW	MiFi 890L (4G LTE Hotspot)	N/A	N/A
Data	VZW	USB760*	N/A	$0.00
Modem	VZW	Home Phone Connect (F256VW)	$0.00	$19.99
Data	VZW	MHS291L (4G LTE Hotspot)	N/A	$49.99
Data	VZW	4G USB UML295VW	$0.99	$0.00
Data	VZW	MiFi 5510L (4G LTE Hotspot)	$19.99	$199.99

The Federal Universal Service Charge rates have also been adjusted to reflect the current charges as of March 17, 2014. Please refer to the **Pricing Section** of the contract award notification for a link to the updated price list. All other terms and conditions remain the same.

PLEASE BE ADVISED that Purchasing Memo #131, dated April 24, 2014, relating to an update requested by **AT&T** was inadvertently published without approval. None of the requests contained in said Memo have been approved by OGS.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 24, 2014

GROUP: 77017

Comprehensive Telecommunications Services

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CONTRACTORS:
CONTRACT NOS:
CONTRACT PERIODS:

AT&T – PS63306 – 10-05-2007 – 08-15-2017
CELLCO PARTNERSHIP D/B/A Verizon Wireless – PS63766 – 02-26-2008 – 08-15-2017

SUBJECT: UPDATE SERVICES, PRODUCTS AND PRICE LISTS

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT&T has requested and the State has approved the following enhancements for Wireless Services and Wireline Services on the above-referenced contract PS63306:

LOT 1

- **Managed Firewall Services**: Enhancement to the existing Managed Firewall Services. The pricing presented to The State of New York, that is currently offered on the AT&T State of California contract.

LOT 2

- **Frame Relay**: All Frame Relay Services are Grandfathered for future activations

LOT 3

- **Mobility Wireless Bundled Pricing**: Enhancement to include new Bundled pricing for Smartphones, which is more competitive for 2 GB and 5GB metered data plans.
- **Xora** : Enhancement to include new offering under Mobility Applications. Xora products enable businesses to better manage field employees, increase field employee productivity and lower operational costs. The pricing presented to the State of New York, is the same pricing that is currently offered on the AT&T WSCA contract.

- **Net Motion**: Enhancement to existing Net Motion product already offered on the NYS CTS. The pricing presented to the State of New York, is the same pricing that is currently offered on the AT&T WSCA contract.
- **Commercial Connectivity Services:** Enhancement to existing Commercial Connectivity Services. This feature provides connectivity to the and AT&T core network.
- **Mobility Solutions Services**: Enhancement to the existing Mobility Solutions Services for Lifecycle Management Services to include Staging/Kitting, Advanced Exchange and Extended Warranty for Mobile Devices.
- **Mobility Device Update**: Price reduction on select make and models of mobility devices with the purchase of Voice Plan of $15.99 or greater or Data Plan of $40.00 or greater.

LOT 1

- **Managed Firewall Services**: Enhancement to the existing Managed Firewall Services. The pricing presented to The State of New York, that is currently offered on the AT&T State of California contract.

LOT 2

- **Frame Relay**: All Frame Relay Services are Grandfathered for future activations

LOT 3

- **Mobility Wireless Bundled Pricing**: Enhancement to include new Bundled pricing for Smartphones, which is more competitive for 2 GB and 5GB metered data plans.
- **Xora**: Enhancement to include new offering under Mobility Applications. Xora products enable businesses to better manage field employees, increase field employee productivity and lower operational costs. The pricing presented to the State of New York, is the same pricing that is currently offered on the AT&T WSCA contract.
- **Net Motion**: Enhancement to existing Net Motion product already offered on the NYS CTS. The pricing presented to the State of New York, is the same pricing that is currently offered on the AT&T WSCA contract.
- **Commercial Connectivity Services:** Enhancement to existing Commercial Connectivity Services. This feature provides connectivity to the and AT&T core network.
- **Mobility Solutions Services**: Enhancement to the existing Mobility Solutions Services for Lifecycle Management Services to include Staging/Kitting, Advanced Exchange and Extended Warranty for Mobile Devices.
- **Mobility Device Update**: Price reduction on select make and models of mobility devices with the purchase of Voice Plan of $15.99 or greater or Data Plan of $40.00 or greater. Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated price list. All other terms and conditions remain the same.

CELLCO PARTNERSHIP D/B/A VERIZION WIRELESS has requested and the State

has approved the following rate plans which include REDUCED PRICING for all authorized users activating service under these plans and features:

Type	Manufacturer/Brand	Model	7/23/13 Price	Current Status
Smartphone	Blackberry	Q10	$99.99	$49.99
Smartphone	Blackberry	Q10 in White	$99.99	$49.99
Smartphone	Blackberry	Z10	$0.00	$0.00
Smartphone	Blackberry	Z10 in White	$0.00	$0.00
Smartphone	Blackberry	Z30	$199.99	$199.99
Smartphone	Blackberry	9930 (Bold)	$99.99	$99.99
Basic	Casio	GZ1 Ravine 2 (C781)	$179.99	$129.99
Smartphone	Casio	GZ1 Commando (C771)3G	N/A	$49.99
Smartphone	Casio	GZ1 Commando (C811) 4GLTE	N/A	$99.99
Basic	Casio	GZ1 Ravine No Camera	N/A	$129.99
Netbook	Compaq	Mini CQ1-688NR-LTE	N/A	N/A
Data	Delphi	Delphi Connect	N/A	$99.99
Data	Delphi	Delphi Connect w/ 4G LTE Mobile Hotspot	N/A	$199.99
Data	Franklin	Wireless Aircard X720	$49.99	$49.99
Tablet	Google	Google Nexus 7 Tablet	N/A	$349.99
Netbook	HP	Pavilion dm-3010NR-LTE	N/A	N/A
Smartphone	HTC	Droid Incredible 4G LTE (ADR6410LVW)	N/A	N/A
Smartphone	HTC	Rezound (ADR6425LVW)	N/A	N/A
Smartphone	HTC	Rhyme (ADR6330VW)	N/A	$0.99
Smartphone	HTC	Trophy (MWP6985VW)	N/A	$0.00
Smartphone	HTC	Droid DNA	N/A	$199.99
Smartphone	HTC	Windows Phone 8X	$49.99	$49.99
Smartphone	HTC	Windows Phone 8X in Blue	$49.99	$49.99
Smartphone	HTC	HTC One	$99.99	$199.99
Smartphone	HTC	HTC One Max	$299.99	$299.99
Smartphone	Kyocera	Hydro Elite	$99.99	$99.99
Basic	LG	Exalt	N/A	$79.99
Basic	LG	Cosmos 3 (VN-251S)	N/A	$29.99
Basic	LG	Extravert (VN271)	N/A	$0.00
Basic	LG	Revere 2 (VN-150S)	N/A	$49.99
Smartphone	LG	Enlighten (VS700)	N/A	N/A
Smartphone	LG	Intuition (VS950)	N/A	$49.99
Smartphone	LG	Lucid (VS840)	N/A	$49.99
Smartphone	LG	Revolution (VS910)	N/A	N/A
Smartphone	LG	Spectrum 2 (VS930)	N/A	$0.00
Smartphone	LG	Enact	$19.99	$19.99
Smartphone	LG	G2	$49.99	$149.99
Smartphone	LG	G2 White	$49.99	$149.99
Smartphone	LG	Lucid 2	$0.99	$0.99

Modem	Lucent	Mobile Bridge	N/A	$500.00
Smartphone	Motorola	Droid 3 (MOTXT862)	N/A	N/A
Smartphone	Motorola	DROID 4 (MOTXT894)	N/A	$49.99
Smartphone	Motorola	Droid Pro (MOTXT610)	N/A	N/A
Smartphone	Motorola	Droid X2(Mot MB870)*	N/A	N/A
Smartphone	Motorola	Motorola DROID RAZR 16GB (MOTXT912-16)	N/A	N/A
Smartphone	Motorola	Motorola DROIDR RAZR 16GB in Blue (MOTXT912B)	N/A	N/A
Smartphone	Motorola	Motorola DROID RAZR 16GB in White (MOTXT912W-16)	N/A	N/A
Smartphone	Motorola	Motorola DROID RAZR M (MOTXT907)	$0.99	$0.99
Smartphone	Motorola	Motorola DROID RAZR M in White (MOTXT907W)	$0.99	$0.99
Smartphone	Motorola	DROID Mini	$49.99	$99.99
Smartphone	Motorola	Motorola DROID RAZR MAXX (MOTXT912M)	N/A	N/A
Tablet	Motorola	DROID XYBoard 10.1 16GB (MOTMZ617-16)	N/A	N/A
Tablet	Motorola	DROID XYBoard 10.1 32GB (MOTMZ617-32)	N/A	N/A
Tablet	Motorola	DROID XYBoard 10.1 64GB (MOTMZ617-64)	N/A	N/A
Tablet	Motorola	DROID XYBoard 8.2 16GB (MOTMZ609-16)	N/A	N/A
Tablet	Motorola	DROID XYBoard 8.2 32GB (MOTMZ609-32)	N/A	N/A
Smartphone	Motorola	DROID MAXX	$199.99	$299.99
Smartphone	Motorola	DROID ULTRA	$99.99	$199.99
Smartphone	Motorola	DROID ULTRA WHITE	$99.99	$199.99
Smartphone	Motorola	DROID ULTRA RED	$99.99	$199.99
Smartphone	Motorola	DROID Mini WHITE	$49.99	$99.99
Smartphone	Motorola	DROID Mini RED	$49.99	$99.99
Smartphone	Motorola	Motorola Moto X 4G LTE Black	$49.99	$99.99
Smartphone	Motorola	Motorola Moto X 4G LTE White	$49.99	$99.99
Smartphone	Motorola	Motorola MOTO Maker 16GB	$49.99	N/A
Smartphone	Motorola	Motorola MOTO Maker 32GB	$99.99	N/A
Smartphone	Motorola	Motorola X MOTO Maker 16GB	$49.99	$99.99
Smartphone	Motorola	Motorola X MOTO Maker 32GB	$99.99	$149.99
Smartphone	Motorola	Spectrum 2	N/A	N/A
Smartphone	Motorola	DROID RAZR 16GB in Cranberry	N/A	N/A
Smartphone	Motorola	DROID RAZR HD	N/A	$49.99
Smartphone	Motorola	DROID RAZR HD Blue	N/A	$49.99
Smartphone	Motorola	DROID RAZR HD White	N/A	$49.99
Smartphone	Motorola	DROID RAZR MAXX HD	N/A	$149.99
Modem	Navman	Fleet Administrator 2.5 (GPS Modem)	$399.99	$399.99
Data	Netgear	VZW 4G LTE Router	N/A	$99.99
Smartphone	Nokia	Lumia 822	N/A	N/A
Smartphone	Nokia	Lumia 822 in White	N/A	N/A
Smartphone	Nokia	Lumia 928 in Black	N/A	$99.99

Smartphone	Nokia	Lumia 928 in White	$0.99	$99.99
Tablet	Nokia	Nokia Lumia 2520 Black	$399.99	$499.99
Tablet	Nokia	Nokia Lumia 2520 Red	$399.99	$499.99
Smartphone	Palm	Palm Pre 2 (P141VZW)*	N/A	N/A
Data	Novatel	VZW 4G LTE Broadband Router w/ voice	N/A	$49.99
Basic	Pantech	Hotshot (CDM8992VW)	$99.99	$99.99
Basic	Pantech	Jest 2 (TXT8045VW)	$99.99	$79.99
Smartphone	Pantech	Breakout (ADR8995VW)	N/A	N/A
Smartphone	Pantech	Marauder (ADR910LVW)	$49.99	$49.99
Smartphone	Pantech	Perception	$0.99	$99.99
Smartphone	RIM	9310 Curve	N/A	N/A
Smartphone	RIM	9330 (Curve 3G)*	N/A	N/A
Smartphone	RIM	9330EL (Curve 3G)*	N/A	N/A
Smartphone	RIM	9370 (Global Curve 3G)	N/A	N/A
Smartphone	RIM	9850 (Torch)	N/A	N/A
Basic	Samsung	Brightside (SCH-U380)	N/A	$99.99
Basic	Samsung	Convoy 2 (SCH-u660)	N/A	N/A
Basic	Samsung	Convoy 3 (SCHU-680MSV)	$99.99	$29.99
Basic	Samsung	Intensity III (u485)	$49.99	$49.99
Smartphone	Samsung	Droid Charge (SCH-i510)	N/A	N/A
Smartphone	Samsung	Galaxy Nexus (SCH-i515)	N/A	N/A
Smartphone	Samsung	Galaxy SIII 16GB in Blue (SCH-I535MBB)	N/A	N/A
Smartphone	Samsung	Galaxy SIII 16GB in White (SCH-I535RWB)	N/A	N/A
Smartphone	Samsung	Galaxy SIII 32GB in Blue (SCH-I535MBV)	N/A	N/A
Smartphone	Samsung	Galaxy SIII 32GB in White (SCH-I535RWV)	N/A	N/A
Smartphone	Samsung	Galaxy Stellar (SCH-I1200ZKV)	N/A	N/A
Smartphone	Samsung	Stratosphere (SCH-i405)	N/A	N/A
Tablet	Samsung	Galaxy Tab 2 (7.0) (SCHI705MKV)	N/A	$299.99
Tablet	Samsung	Galaxy Tab 10.1 16GB (SCH-I905) (all colors)	N/A	N/A
Tablet	Samsung	Galaxy Tab 10.1 32GB (SCH-I905) (all colors)	N/A	$629.99
Tablet	Samsung	Galaxy TabTM(SCHi800BKV)	N/A	N/A
Tablet	Samsung	Galaxy Tab 7.7 (SCH-I815)	N/A	N/A
Basic	Samsung	Gusto 2 in Snow Silver	$49.99	$0.00
Smartphone	Samsung	ATIV Odyssey	$0.99	$0.99
Smartphone	Samsung	Galaxy Note 2 in Silver	N/A	N/A
Smartphone	Samsung	Galaxy Note 2 in White	N/A	N/A
Smartphone	Samsung	Galaxy SIII 16GB in Black	N/A	N/A
Smartphone	Samsung	Galaxy S4 in White Frost 16GB	N/A	$199.99
Tablet	Samsung	Galaxy Note 10.1	N/A	$599.99
Smartphone	Samsung	Galaxy Note 3	$299.99	$299.99
Smartphone	Samsung	Galaxy SIII Mini	$0.99	$49.99
Smartphone	Samsung	Galaxy S4 16GB in Black Mist	$199.99	$199.99

Smartphone	Samsung	Galaxy S4 32GB in Black Mist	$249.99	$249.99
Smartphone	Samsung	Galaxy S4 32GB in White Frost	$199.99	$249.99
Smartphone	Samsung	Galaxy S4 Mini	$99.99	$99.99
Tablet	Samsung	Galaxy Tab 2 (10.1)	$199.99	$449.99
Smartphone	Sony	Xperia Play (R800)	N/A	N/A
Tablet	VZW	Verizon Elipsis 7 4G LTE	$149.99	$249.99
Basic	VZW	8975*	N/A	N/A
Data	VZW	Verizon Elipsis Jetpack	$19.99	$39.99
Data	VZW	4G USB Modem (UML290VW-G)	N/A	$0.00
Data	VZW	4G USB Modem (USB551L)	N/A	$0.00
Data	VZW	Five Spot (AC30)*	N/A	$0.99
Data	VZW	MiFi 4510L (4G LTE Hotspot)*	N/A	N/A
Data	VZW	MiFi 4620L (4G LTE Hotspot)	N/A	$49.99
Data	VZW	MiFi 890L (4G LTE Hotspot)	N/A	N/A
Data	VZW	USB760*	N/A	$0.00
Modem	VZW	Home Phone Connect (F256VW)	$0.00	$19.99
Data	VZW	MHS291L (4G LTE Hotspot)	N/A	$49.99
Data	VZW	4G USB UML295VW	$0.99	$0.00
Data	VZW	MiFi 5510L (4G LTE Hotspot)	$19.99	$199.99

The Federal Universal Service Charge rates have also been adjusted to reflect the current charges as of March 17, 2014. Please refer to the **Pricing Section** of the contract award notification for a link to the updated price list. All other terms and conditions remain the same.

New York State Office Of General Services
New York State Procurement
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Albany, New York 12242
http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 5, 2014

GROUP: 77017

Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
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CONTRACTOR: Cellco Partnership d/b/a Verizon Wireless
CONTRACT NO: PS63766
CONTRACT PERIOD: 02-26-2008 – 08-15-2017

SUBJECT: DISCONTINUATION OF EV-DO (Enhanced Voice Data Only) DATA IN WESTERN CANADA

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
OGS has been advised of a change that may impact the user experience for subscribers under New York State contract Number PS63766 (Group 77017 Award 20268) Comprehensive Telecommunications Services.

Cellco Partnership, d/b/a Verizon Wireless, has been notified by its Canadian roaming partner that as early as March 31, 2014, they will be discontinuing EVDO data service on the CDMA network in all of western Canada. Verizon Wireless customers with the following devices,3G & 4G CDMA Only/Non-Global or 3G or 4G Global device without 850 and 1900 UMTS bands , who travel in those areas, may experience reduced data speeds.

OGS recommends that all authorized users whose travel destinations include western Canada should investigate the use of a Global capable device if users' needs and organizations' policies support this upgrade.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

New York State Office Of General Services
New York State Procurement
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http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 3, 2013

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS
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OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACT PERIOD:
CONTRACTOR:
CONTRACT NO:

LEVEL 3 COMMUNICATIONS, LLC. – 11-10-2009-08-15-2007- PS64723
SPRINT SOLUTIONS, INC. – 05-09-2008 - 08-15-2017 - PS63853

SUBJECT: Price List Updates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Level 3 Communications, LLC has requested and the State has approved the following amendments to the above-referenced contract
PS64723

LOT 1 LOCAL SERVICES –

- Add SIP trunking.

Sprint Solutions, Inc. has requested and the State has approved updates to their price list which include addition and deletion of services along with National Promotional Service Plan and Equipment Updates & Specially Price Data Service Packs
PS63853

LOT 3 Wireless Services –

1. **CDMA Mobile Broadband Cards**
   a. **New:** Sprint Phone Connect 2 Promotional Price through 12/12/13 FREE
   b. **New:** Samsung Galaxy Tab 2 Promotional Pricing through 12/12/13 $449.99
   c. **New:** Sprint Tri-mode USB770 Promotional Pricing through 12/12/13 $19.99
   d. **Price Reduction:** Novatel 4082 Promotional Price through 12/12/13 FREE
   e. **Price Reduction:** Sierra Hot Spot 4G Promotional Price through 12/12/13 $49.99
   f. **Price Reduction:** Franklin S600C Promotional Price through 12/12/13 $49.99
   g. **No Longer Available**: Airave, Novatel C777, Motorola 4G CPEi25150, PCDU 1901, ZTE 3200 Peel, Franklin U600, Samsung Galaxy Tab, Motorola Zoom, Blackberry RIM Playbook, Sierra 598, Dell Inspiron Mini 1012,

Dell Inspiron 11z, HTC EVO View 4G, Samsung Galaxy Tab 10.1 - WiFi Only, ZTE Opti (V55), Lenovo Ideapad S205

2. **CDMA Vision**
   a. **New:** Samsung Array Promotional Price through 12/12/13 FREE
   b. **Price Reduction:** Samsung M400 Promotional Price through 12/12/13 FREE
   c. **No longer Available:** Sanyo Vero 3820, Samsung M240, Samsung M360, Samsung Seek, LG Remarq, Samsung Trender, Samsung 370, Kyocera Brio

3. **CDMA EVDO**
   a. **New**: Sonim XP Strike 3410 Promotional Pricing through 12/12/13 $99.99
   b. **Price Reduction:** Kyocera Duracore Promotional Price through 12/12/13 $49.99
   c. No Longer Available: Sanyo Taho, LG Rumor Touch, Samsung Restore, Samsung Reclaim, Sanyo Innuendo

4. **CDMA NDC on Sprint**
   a. **No Longer Available:** Sanyo Pro 700 and 200, Motorola Renegade V950

5. **iDEN NDC on Nextel**
   a. **No Longer Available:** iDEN NDC on Nextel effective June 30, 2013

6. **Power Source**
   a. **No Longer Available:** Power Source on Nextel effective June 30, 2013

7. **CDMA PDA/Android**
   a. **New:** Samsung Galaxy II Promotional Pricing through 12/12/13 FREE
   b. **New:** Samsung Galaxy Victory Promotional Price through 12/12/13 $49.99
   c. **New:** Samsung Galaxy Note II Promotional Price through 12/12/13 $249.99
   d. **New:** Sprint Force Promotional Price through 12/12/13 FREE
   e. **New:** Sprint Flash Promotional Price through 12/12/13 FREE
   f. **New:** Motorola ES400S Promotional Price through 12/12/13 $499.99
   g. **New:** Kyocera Rise Promotional Price through 12/12/13 FREE
   h. **New:** LG Mach Promotional Price through 12/12/13 FREE
   i. **New:** LG Optimus G Promotional Price through 12/12/13 $99.99
   j. **New:** Kyocera Torque Promotional Price through 12/12/13 $99.99
   k. **Price Reduction:** Samsung Nexus L700 Promotional Price Change through 12/12/13 FREE
   l. **Price Reduction:** ZTE Fury Promotional Price Change through 12/12/13 $87.99 FREE
   m. **Price Reduction:** Blackberry Curve 9350 Promotional Price through 12/12/13 FREE
   n. **Price Reduction:** HTC EVO 4G LTE Promotional Price through 12/12/13 $99.99
   o. **Price Reduction:** LG Viper 4G LTE Promotional Price through 12/12/13 FREE
   p. **Price Reduction:** Motorola Admiral XT603 Promotional Price through 12/12/13 $69.99
   q. **Price Reduction:** LG Optimus Elite Indy Promotional Price through 12/12/13 FREE
   r. **Price Reduction:** Samsung Galaxy S III (32GB) Promotional Price through 12/12/13 $149.99
   s. **Price Reduction:** Samsung Galaxy S III (16GB) Promotional Price through 12/12/14 $99.99
   t. **No Longer Available**: HTC EVO 3D, HTC EVO Design, Samsung Nexus S 4G, Samsung Replenish, LG Marquee, Samsung EPIC 4G Torch, HTC EVO Shift, Kyocera Echo, Palm Pixi, Blackberry Bold 9650, Sanyo Zio, Blackberry Curve 9330, Blackberry Style 9670, Motorola ES400, HTC Arrive, HTC EVO, Samsung Epic, Samsung LG Optimus S, Samsung Transform (m920), BlackBerry Torch 9850, HTC Touch Pro 2, Samsung Conquer (D600), Samsung Transform Ultra (M930),

8. **Data Service Packs:** 3G/4G Embedded Connection Plans
   a. **Honored Not Offered:** 3G/4G Embedded Connection Plan (Direct) $42.99
   b. **Honored Not Offered:** 3G/4G Embedded Connection Plan (Indirect) $47.99

9. **Data Service Packs:** Tablet Plans
   a. **Honored Not Offered:** 3G Tablet Plan (1GB) $19.99 NET MRC, 3G Tablet Plan (2GB) Non-Pooling $29.99 NET MRC, 3G Tablet Plan (5GB) $39.99 NET MRC

b. **Price Reduction:** 3G Tablet Plan (2GB) Pooling $29.99 NET MRC
c. **New:** 3G Tablet Plan (3GB) Non-Pooling $29.99 NET MRC
d. **New:** 3G Tablet Plan Unlimited for Acceptable Use $39.99 NET MRC

MRC	$29.99[1]	$29.99[1]	$39.99[1]
Data Services limitation in Megabytes ("MB") or Gigabytes ("GB")	2GB	3GB	Unlimited for Acceptable Use[3]
Overage charge for additional data Services usage above data Services limitation	$0.05 per MB[2]	$0.05 per MB[2]	$0.05 per MB[2]
Data Roaming limitation in Megabytes ("MB")	100MB	100MB	300MB
Overage charge for additional data Roaming usage above data Roaming limitation	$0.25 per MB[2]	$0.25 per MB[2]	$0.25 per MB[2]
Data Pooling	Included (see I below)	Not Included	N/A

[1] MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.
[2] If Customer's data usage in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.
[3] Unlimited use available while on the Sprint network. Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

A. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability.
B. Data usage on the Sprint 4G Network requires a 4G capable device.
C. Roaming is not available on the Sprint 4G Network at this time.
D. Additional charges apply for messaging service.
E. A one year Minimum Service Term is required if Customer receives a wireless device discount. Wireless device discounts may not be available on all devices.
F. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Messaging Plan	Net MRC	Additional Messages
300 Messages	$2	$0.20
Unlimited Messages	$5	N/A

(1) Unlimited Messaging includes text, picture, and video messages.

G. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting

services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

H. Data usage will be shared between devices on the $29.99 2 GB plan using the same Billing Account Number

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

New York State Office Of General Services
New York State Procurement
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Albany, New York 12242
http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 13, 2013

GROUP: 77017
Comprehensive Telecommunications Services

CONTRACT PERIOD: September 24, 2009-August 15, 2017

CONTRACTOR: DiRad Technologies Inc.
CONTRACT NO: PS64718

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
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SUBJECT: Update Product Services/Price List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
DiRad has requested and the State has approved the following amendments to the above-referenced contract PS64718:

LOT 3 Wireless Services –

- Add additional products.

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

GROUP: 77017
Comprehensive Telecommunications Services

CONTRACTORS:
CONTRACT NUMBERS:
CONTRACT PERIODS:

DATE: August 27, 2013

PLEASE ADDRESS INQUIRIES TO:

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Customer Services
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customer.services@ogs.ny.gov

CONTRACTOR: Verizon Business Network Services Inc. - PS63765- 02-29-08-08-15-17
Cellco Partnership d/b/a Verizon Wireless - PS63766-02-26-08-08-15-17

SUBJECT: Update Product Services/Price List and Adjustments in Universal Service Fund Charge

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Business Network Services Inc. has requested and the State has approved the following amendments to the above-referenced contract
PS63765:

Tab	Product	Description
Appendix A Taxes & Surcharges	FUSF	Decrease to charges associated with the Federal Universal Services Fund Contribution Factor
Private Line	MCI Digital Data	Clarification that rates also apply to DDS
MPLS	Gold Car	Addition of 675 M Gold Car
Local	PS/ALI	Reduction in rates

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Cellco Partnership d/b/a Verizon Wireless has requested and the State has approved the following amendments to the above-referenced contract.
PS63766:
Cellco Partnership d/b/a/ Verizon Wireless has requested and the State has approved updates to their Mobile Wireless plan and equipment pricing. This update reflects new services pricing that did not exist at the time of approval of the contract by the Office of the State Comptroller. The rate plans include reduced pricing for the State's Authorized Users activating service under these plans and features. The Federal Universal Service Fund rates have been adjusted to reflect the current charges as of July 1, 2013.

The following changes have occurred in the NYS Equipment Matrix:

Type	Manufacturer/Brand	Model	9/27/12 Price	Current Status
Basic	Casio	GZ1 Ravine 2 (C781)	$179.99	$179.99
Basic	LG	Cosmos 2 (VN-251)	$79.99	$79.99
Basic	LG	Extravert (VN271)	$99.99	$99.99
Basic	LG	Revere (VN-150)	$99.99	$99.99
Basic	Pantech	Hotshot (CDM8992VW)	$179.99	$179.99
Basic	Pantech	Jest 2 (TXT8045VW)	$129.99	$129.99
Basic	Samsung	Brightside (SCH-U380)	$149.99	$149.99
Basic	Samsung	Convoy 2 (SCH-u660)	$79.99	$79.99
Basic	Samsung	Gusto 2 (U365)	$50.00	$50.00
Basic	Samsung	Intensity III (u485)	$129.99	$129.99
Basic	VZW	8975*	$0.00	End of life
Data	VZW	4G USB Modem (UML290VW-G)	$50.00	$50.00
Data	VZW	4G USB Modem (USB551L)	$50.00	$50.00
Data	VZW	Five Spot (AC30)*	$0.00	$0.00
Data	VZW	MiFi 4510L (4G LTE Hotspot)*	$99.99	End of life
Data	VZW	MiFi 4620L (4G LTE Hotspot)	$99.99	$99.99
Data	VZW	MiFi 890L (4G LTE Hotspot)	$69.99	$69.99
Data	VZW	USB760*	$49.99	$49.99
Data	Franklin	Wireless Aircard X720	$49.99	$49.99
Modem	Lucent	Mobile Bridge	$500.00	$500.00
Modem	Navman	Fleet Administrator 2.5 (GPS Modem)	$399.99	$399.99
Modem	VZW	Home Phone Connect (F256VW)	$19.99	$19.99
Netbook	Compaq	Mini CQ1-688NR-LTE	$149.99	End of life
Netbook	HP	Pavilion dm-3010NR-LTE	$399.99	End of life
Smartphone	Casio	GZ1 Commando (C771)	$149.99	$99.99
Smartphone	HTC	Droid Incredible 4G LTE (ADR6410LVW)	$199.99	$149.99
Smartphone	HTC	Rezound (ADR6425LVW)	$199.99	$149.99
Smartphone	HTC	Rhyme (ADR6330VW)	$49.99	$49.99
Smartphone	HTC	Trophy (MWP6985VW)	$149.99	$149.99
Smartphone	LG	Enlighten (VS700)	$29.99	$29.99
Smartphone	LG	Intuition (VS950)	$199.99	$199.99
Smartphone	LG	Lucid (VS840)	$99.99	$99.99
Smartphone	LG	Revolution (VS910)	$199.99	End of life
Smartphone	LG	Spectrum (VS920)	$149.99	End of life

Smartphone	Motorola	Droid 3 (MOTXT862)	$149.99	End of Life
Smartphone	Motorola	DROID 4 (MOTXT894)	$149.99	$149.99
Smartphone	Motorola	Droid Pro (MOTXT610)	$149.99	End of life
Smartphone	Motorola	Droid X2(Mot MB870)*	$149.99	End of life
Smartphone	Motorola	Motorola DROID RAZR 16GB (MOTXT912-16)	$149.99	$50.00
Smartphone	Motorola	Motorola DROIDR RAZR 16GB in Blue (MOTXT912B)	$149.99	$50.00
Smartphone	Motorola	Motorola DROID RAZR 16GB in White (MOTXT912W-16)	$149.99	$50.00
Smartphone	Motorola	Motorola DROID RAZR M (MOTXT907)	$149.99	$49.99
Smartphone	Motorola	Motorola DROID RAZR M in White (MOTXT907W)	$149.99	$49.99
Smartphone	Motorola	Motorola DROID RAZR MAXX (MOTXT912M)	$199.99	$199.99
Smartphone	Palm	Palm Pre 2 (P141VZW)*	$154.99	$154.99
Smartphone	Pantech	Breakout (ADR8995VW)	$79.99	End of life
Smartphone	Pantech	Marauder (ADR910LVW)	$99.99	$99.99
Smartphone	RIM	9310 Curve	$79.99	$79.99
Smartphone	RIM	9330 (Curve 3G)*	$79.99	End of life
Smartphone	RIM	9330EL (Curve 3G)*	$79.99	End of life
Smartphone	RIM	9370 (Global Curve 3G)	$149.99	$149.99
Smartphone	RIM	9850 (Torch)	$199.99	$199.99
Smartphone	RIM	9930 (Bold)	$199.99	$199.99
Smartphone	Samsung	Droid Charge (SCH-i510)	$149.99	End of life
Smartphone	Samsung	Galaxy Nexus (SCH-i515)	$149.99	$99.99
Smartphone	Samsung	Galaxy SIII 16GB in Blue (SCH-I535MBB)	$199.99	$149.99
Smartphone	Samsung	Galaxy SIII 16GB in White (SCH-I535RWB)	$199.99	$149.99
Smartphone	Samsung	Galaxy SIII 32GB in Blue (SCH-I535MBV)	$249.99	$249.99
Smartphone	Samsung	Galaxy SIII 32GB in White (SCH-I535RWV)	$249.99	$249.99
Smartphone	Samsung	Galaxy Stellar (SCH-I1200ZKV)	$50.00	$50.00
Smartphone	Samsung	Stratosphere (SCH-i405)	$99.99	End of life
Smartphone	Sony	Xperia Play (R800)	$19.99	$0.00
Tablet	Motorola	DROID XYBoard 10.1 16GB (MOTMZ617-16)	N/A	N/A
Tablet	Motorola	DROID XYBoard 10.1 32GB (MOTMZ617-32)	N/A	N/A
Tablet	Motorola	DROID XYBoard 10.1 64GB (MOTMZ617-64)	N/A	N/A
Tablet	Motorola	DROID XYBoard 8.2 16GB (MOTMZ609-16)	N/A	N/A
Tablet	Motorola	DROID XYBoard 8.2 32GB (MOTMZ609-32)	N/A	N/A
Tablet	Samsung	Galaxy Tab 2 (7.0) (SCHI705MKV)	N/A	N/A
Tablet	Samsung	Galaxy Tab 10.1 16GB (SCH-I905) (all colors)	N/A	N/A
Tablet	Samsung	Galaxy Tab 10.1 32GB (SCH-	N/A	N/A

		I905) (all colors)		
Tablet	Samsung	Galaxy TabTM(SCHi800BKV)	N/A	N/A
Tablet	Samsung	Galaxy Tab 7.7 (SCH-I815)	N/A	N/A
Basic	LG	Cosmos 3		$79.99
Basic	Casio	GZ1 Ravine No Camera		$179.99
Basic	Samsung	Gusto 2 in Snow Silver		$50.00
Data	VZW	4G USB UML295VW		$50.00
Data	VZW	MiFi 5510L (4G LTE Hotspot)		$69.99
Data	Netgear	VZW 4G LTE Router		$149.99
Smartphone	Blackberry	Q10		$199.99
Smartphone	Blackberry	Q10 in White		$199.99
Smartphone	Blackberry	Z10		$149.99
Smartphone	Blackberry	Z10 in White		$149.99
Smartphone	HTC	Droid DNA		$199.99
Smartphone	HTC	Windows Phone 8X		$149.99
Smartphone	HTC	Windows Phone 8X in Blue		$149.99
Smartphone	Motorola	Spectrum 2		$149.99
Smartphone	Motorola	DROID RAZR 16GB in Cranberry		$0.00
Smartphone	Motorola	DROID RAZR MAXX HD		$199.99
Smartphone	Nokia	Lumia 822		$49.99
Smartphone	Nokia	Lumia 822 in White		$49.99
Smartphone	Nokia	Lumia 928 in Black		$149.99
Smartphone	Nokia	Lumia 928 in White		$149.99
Smartphone	Samsung	ATIV Odyssey		$99.99
Smartphone	Samsung	Galaxy Note 2 in Silver		$299.99
Smartphone	Samsung	Galaxy Note 2 in White		$299.99
Smartphone	Samsung	Galaxy SIII 16GB in Black		$249.99
Smartphone	Samsung	Galaxy S4 in Black Mist		$249.99
Smartphone	Samsung	Galaxy S4 in White Frost		$49.99
Tablet	Samsung	Galaxy Note 10.1		N/A

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 24, 2013

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACTORS:
CONTRACT NOS:
CONTRACT PERIOD:
AT&T-PS63306-10/05/2007-08/15/2017
QWEST COMMUNICATIONS CORP. d/b/a CENTURYLINK-PS63071-08/16/07-08/15/17
VERIZON BUSINESS NETWORK SERVICES INC. –PS63765-02/29/08-08-15-17

SUBJECT: Update Price List to reflect Price Reduction to Mobile Wireless Services (AT& T)
Update Price List/Price/Product/Services (Qwest Communications Corp. d/b/a CenturyLink)
Update Price List/Price/Product/Services (Verizon Business Network Services Inc.)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT&T has requested and the State has approved the following amendments to the above-referenced contract PS63306:

LOT 3 Wireless Services –

- Price reduction to Mobile Wireless Services 25mb Data Telemetry Plan from $13.49 per month/$0.005 per mb overage to $10.00 per month/ $0.003 per mb overages.

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Qwest Communications Corp. d/b/a Centurylink has requested and the State has approved the following amendments to the above-referenced contract
PS63306:

LOT 3 Wireless Services –

- Adding additional services to the Co-location section of the contract.

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon Business Network Services Inc. has requested and the State has approved the following amendments to the above-referenced contract
PS63306:

LOT 3 Wireless Services –

- Decrease to charge associated with the Federal Universal Services Fund Contribution Factor
- Addition of open video communications service options
- Under ISDN, BRI grandfathering services, existing services can continue
- Under Private Line, VSSI Private Line grandfathering services, existing services can continue.
- Under VoIP Services, IP Flexible T1, grandfathering services, existing services can continue.
- Under Frame Relay, Frame Relay, grandfathering services, existing services can continue.
- Under ATM, ATM, grandfathering services, existing services can continue.
- Under Internet Service, Inventory and Expense Management, grandfathering services, existing service can continue.

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 30, 2013

GROUP: 77017
Comprehensive Telecommunications Services

CONTRACT PERIOD: October 5, 2007-August 15, 2017

CONTRACTOR: AT&T
CONTRACT NO: PS63306

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
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OTHER AUTHORIZED USERS
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(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Update Product Services/Price List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT&T has requested and the State has approved the following amendments to the above-referenced contract PS63306:

LOT 3 Wireless Services –

- Add enhancement to mobile wireless services 25mb Data Telemetry.

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 3, 2013

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACTORS:
CONTRACT NUMBERS:
CONTRACT PERIODS:

AT&T – PS63306 -10-05-07-08-15-17
Qwest Communications Corp d/b/a CenturyLink –PS63071 –09-24-09-08-15-17
Time Warner Cable – PS63596- 09-24- 08-15-17

SUBJECT: Update Product Services/Price List (AT&T)
Update Product/Services/Price List (Qwest Communications Corp. d/b/a/ Century Link)
Update Product Services/Price List (Time Warner Cable)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT&T has request and the State has approved the following amendments to the above-referenced contract PS63306.

1. Under Lot 3 Wireless Services add Enhancement to Mobile Wireless Services to include Air Watch.
2. Under Lot 3 Wireless Services add Enhancement to Mobile Wireless Services to include Enhanced Push to Talk.
3. Under Lot 3 Wireless Services add Enhancement to Mobile Wireless Services to include Complete Innovations.
4. Under Lot 3 Wireless Services add Enhancement to Mobile Wireless Services to include Net Motion
5. Update to Mobile Wireless device listing.
6. Enhancement/reduction to Mobile Wireless Plans.

Please refer to the Pricing Information section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same

QWEST COMMUNICATIONS CORP D/BA/ CENTURYLINK has requested and the State has approved the following amendments to the above –referenced contract PS63071.

1. Qwest is adding additional services to the existing IVR and VOIPMIPC sections of the contract.
2. Qwest has added the following contact name to the above referenced contract PS63071
    a. Dan MacIvor, Premier Account Manager, Century Link

Please refer to the Pricing Information section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same

TIME WARNER CABLE has requested and the State has approved the following amendments to the above-Reference contract PT63596:

1. Modifications to Tax tables, including the Federal Universal Service Fund Rate to 16.10% and the State Recovery Fee, which is now 1.872%
2. Modify available speeds and pricing for Internet Access via Cable Broadband.

Please refer to the Pricing Information section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 1, 2013

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
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OTHER AUTHORIZED USERS
Customer Services
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customer.services@ogs.ny.gov

CONTRACT PERIOD:
09-24-2009 – 08-15-2017

CONTRACTOR: DiRad Technologies, Inc.
CONTRACT NO: PS64718

SUBJECT: Update Product/Services List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
DiRAD TECHNOLOGIES, INC. has requested and the State has approved the addition of the following Interactive Voice Solutions to the above-referenced contract PS64718

DIR-NV-SF01 Data Center Provisioning	N/A	$4,999.70	N/A
DIR-NV-IDPF Dialer Provisioning	N/A	$4,999.70	N/A
DIR-NV-LSPF Read Only DB Access Provisioning	N/A	$2,999.65	N/A
DIR-NV-WSPF Web Server Provisioning	N/A	$2,999.65	N/A
DIR-NV-4923 Base Agent Fee	$114.96		
DIR-NV-AD05 Supervisor Add-on	$19.99		
DIR-NV-AD11 Dialer Add-on	$25.00		
DIR-NV-AR03 Telephony Ports for T1	$18.00		
DIR-NV-AR05 Dialer Session	$15.00		

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price list. All other terms and conditions of the original contract award notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: **February 25, 2013**

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
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OTHER AUTHORIZED USERS
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customer.services@ogs.ny.gov

CONTRACT PERIOD:
May 9, 2008 – August 15, 2017

CONTRACTOR: Sprint Solutions, Inc.
CONTRACT NO: PS63853

SUBJECT: **SPECIAL ADD Authorizing New Promotional Plans for New York State Agency Authorized Users At Reduced Pricing**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
SPRINT SOLUTIONS, INC. has requested and the State has approved this Special Add which is limited to Authorized Users that are Agencies, as that term is defined in Appendix B, Section 5, Definitions, which reads as follows: **AGENCY OR AGENCIES** The State of New York, acting by or through one or more departments, Boards, commissions, offices or institutions of the State of New York

Vendor	Special Add Plan	Original Contract Price	New Contract Price	Savings $	Savings %
Sprint	Bundled Voice & Data Plan	400 minutes @ $49.99 Plus $10.00 premium data plan	400 minutes @ $54.99	$5.00	9%
Sprint	Pay-As-You-Go Voice	0 minutes @ $10.00 plus $0.10/minute	0 minutes @ $9.00 plus $0.06/minute	$1.00 plus $0.04/minute	10%
Sprint	100 Text Messages (for PAYG Voice)	300 Text Messages @ $2.00	300 Test Messages @ $0.00	$2.00	100%
Sprint	1,000 Text	1,000 Text	1,000 Text	$1.00	20%

	Messages (for PAYG Voice)	Messages @ $5.00	Messages @ $4.00		
Sprint	Unlimited Text Messages (for PAYG Voice)	Unlimited Text Messages @ $8.00	Unlimited Text Messages @ $7.00	$1.00	12%
Sprint	Unlimited Voice Plan	$99.99	$59.99	$40.00	40%
Sprint	Unlimited Data (broadband)	$39.99	$37.99	$2.00	5%
Sprint	Domestic Data (Blackberry)	$37.49	$39.99 or $19.99 when added to a voice plan	$17.50	47%
Sprint	Sprint Primary Data Plan	$37.49 / month	$34.99 / month	$2.50	7%

Average Savings per Special Add Plan = 27%

[2]*The 27% savings indicated for the plans available to State Agency Authorized Users only apply to only the plans themselves. The costs of the plans before price reductions, compared to the costs of the plans after price reductions yielded a 27% drop in cost.*

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price list. The terms and conditions of this Special Add apply only to transactions entered into by Agencies utilizing the promotional pricing in this Special Add. All other terms and conditions of the Comprehensive Telecommunications Services contract PS63853, including all Appendices and Attachments thereto remain the same as the original Contract Award Notification. To the extent that the terms and conditions of this Special Add are inconsistent with Contract PS63853, the terms and conditions of said contract shall supersede those of this Special Add.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: **January 28, 2013**

GROUP: 77017 -
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACT PERIOD:
February 26, 2008 – August 15, 2017

CONTRACTOR: Lightower Fiber Networks
CONTRACT NO: PS63764

SUBJECT: Update Services/Price List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
LIGHTOWER FIBER NETWORKS has requested and the State has approved the addition of the following interstate transport services to the above-referenced contract PS63764:
PRIVATE LINE DATA & ETHERNET SERVICES:

Service, Function or Device	Monthly Recurring	One-Time	Installation
Interstate Transport NY to NJ	$0	$0	$0
Interstate Transport NY to MA, RI, CT, NH	$500	$0	$0

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated Comprehensive Telecommunications Service price list. All other terms and conditions of the original contract award notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: **January 11, 2012**

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS
Karen Rogers, Contract Administrator
Contract Management Specialist
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CONTRACT PERIOD:
February 26, 2008 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: **Cellco Partnership**
d/b/a Verizon Wireless
CONTRACT NO: PS63766

SUBJECT: SPECIAL ADD Authorizing New Promotional Pricing Plans for New York State Agency Authorized Users

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS has requested and the State has approved the following new price plans for purchases made by New York State Agency Authorized Users:

Vendor	Special Add Plan	Original Contract Price	New Contract Price	Savings $	Savings %
Verizon	Pay-As-You-Go Voice	0 minutes @ $11.99 plus $0.25/minute	0 minutes @ $6.99 plus $0.06/minute	$3.00 plus $0.19/minute	25%
Verizon	Voice Calling Plan – Zero minute Add-A-Line	0 shared/pooled minutes @ $19.99	0 shared/pooled minutes @ $10.00	$9.99	50%

Average Savings per Special Add Plan = 37%

The 37% savings indicated for the plans available to State Agency Authorized Users only apply to only the plans themselves. The costs of the plans before price reductions, compared to the costs of the plans after price reductions yielded a 37% drop in cost.

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price list. All other terms and conditions of the original Contract Award Notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: **November 30, 2012**

GROUP: 77017
Comprehensive Telecommunication Services

PLEASE ADDRESS INQUIRIES TO:

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customer.services@ogs.ny.gov

CONTRACT PERIOD:

February 29, 2008 – August 15, 2017

CONTRACTOR: **Verizon Business Network Services, Inc.**
CONTRACT NO: **PS63765**

SUBJECT: NOTICE OF CLASS ACTION SETTLEMENT - Verizon Communications, Inc.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Please be advised that a settlement has been preliminarily approved by the United States District Court for the Northern District of California in a class action lawsuit against Verizon Communications alleging that it billed landline phone customers for unauthorized charges from third-party companies in violation of federal and state law. If an Authorized User was billed for third-party charges on its Verizon landline telephone bill, it may be entitled to a payment from this class action settlement.

If an Authorized User received notice of the settlement from Verizon or the Settlement Administrator in November or December, 2012, the following deadlines apply:

- **June 7, 2013 is the deadline to file a claim;**
- **January 13, 2013 is the deadline to opt out or object to the settlement**

Please access the following link for information on the settlement and claim forms:
www.verizonthirdpartybillingsettlement.com

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http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: November 15, 2012

GROUP: 77017 –
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACTORS:	**CONTRACT NOS:**	**CONTRACT PERIODS:**
Cellco Partnership d/b/a Verizon Wireless	PS63766	02-26-2008 08-15-2017
Sprint Solutions, Inc.	PS63853	05-09-2008 08-15-2017

SUBJECT: **PRICE REDUCTIONS FOR WIRELESS SERVICES – UCC INCREASE**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS has requested and the State has approved updates to their Mobile Wireless plan and equipment pricing. This update reflects new services pricing that did not exist at the time of approval of the contract by the Office of the State Comptroller. The rate plans include reduced pricing for the State's Authorized Users activating service under these plans and features. The Federal Universal Service Fund rates have been adjusted to 17.40% to reflect the current charges as of October 1, 2012.

The revised pricing offer supersedes all previous offers to the State.

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CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS - CONTINUED
A summary of changes to the above noted contract are as follows (note that price reductions are highlighted by shading in green):

UNBUNDLED CALLING PLANS

Nationwide Unlimited Flat Rate Calling Plan	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
	Nationwide Unlimited Flat Rate Calling Plan
Monthly Access Charge	$49.99
Domestic Anytime Voice Minutes Per Month	Unlimited
Domestic Night & Weekend Minutes Per Month	Unlimited
Domestic Mobile to Mobile Minutes Per Month	Unlimited
Included Domestic Text/PIX/FLIX Messages	500 per month
Messages over Allowance	$0.10 to send/ $0.02 to receive
Domestic Long Distance	Included
Data Sent & Received**	$1.99/ MB per data package (Data can be blocked)
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.	

(Domestic) BlackBerry/Smartphone Data Feature for Nationwide Flat Rate and Unlimited Voice Calling Plans	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
	BlackBerry/Smartphone Data Feature
Monthly Access Charge	$24.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	5 GB
Voice Per Minute Rate	Per Applicable Voice Plan
NationalAccess Roaming	$0.002 per Kilobyte
Domestic Data Overage	$10 per GB
NOTE: Subject to the Mobile BroadbandAccess terms and conditions. Feature can only be added to the Custom Nationwide Flat Rate and Unlimited Voice Calling Plans.	

MESSAGING FEATURES

Messaging Features: Voice Allowance Based Plans		
The features below reflect the monthly access charge discount. No additional discounts apply.		
Service Feature	Monthly Access	Allowance
Text/Pix/Flix	$10.00	Unlimited
Note: Current Messaging terms and conditions apply. This service feature can be added to the Custom Flat Rate Voice Plan.		

SHARED/POOLED VOICE and VOICE & DATA BUNDLED PLANS

America's Choice[SM] for Government Voice Calling Plans		
The calling plans below reflect the monthly access charge discount. No additional discounts apply.		
AC for Government Voice Calling Plans:	200 Voice Minutes	500 Voice Minutes
Shared Domestic Anytime Voice Minutes Per Month	200	500
Monthly Access Charge (pooled minutes)	$14.99	$29.99
Included Domestic Text/PIX/FLIX Messages	200 per month	500 per month
Overage Rate	$0.06 per minute	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Mobile to Mobile Minutes	Unlimited	
Messages over Allowance	$0.10 to send/ $0.02 to receive	
Unlimited Domestic Push-to-Talk	$2.00 additional per user, per month	

Domestic Long Distance	Included
Domestic Data	Billed in minute of use increments deducted from monthly voice allowance minutes associated with each plan.
Domestic Data Overage Rate	Minutes used over the voice allowance would be billed at the plan overage rate of $0.06 per minute.
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. The addition of any messaging feature package will replace the included feature allowance.	

(Domestic) America's Choice[SM] for Government Voice & Data Plans			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Domestic AC for Government Voice & Data Plans:	Add-a-Line Voice/Data Bundle	200 Minute Voice/Data Bundle	500 Minute Voice/Data Bundle
Shared Domestic Anytime Voice Minutes Per Month	0*	200	500
Monthly Access Charge	$29.99	$34.99	$49.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	2 GB Pooled	5 GB pooled	
Overage Rate	$0.06 per minute		
Domestic Data Overage	$10 per GB ($0.0000095 per Kilobyte)		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Domestic Text/PIX/FLIX Messages	500 per month		
Messages over Allowance	$0.10 to send/ $0.02 to receive		
NationalAccess Roaming	$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Mobile Broadband Connect (Tethering)/ Hot Spot	$8.00 for 3 GB		
Domestic Long Distance	Included		
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. *Minutes can share from voice and/or voice & data bundle plans. No more than 50% of plans on a single account can be placed on the Add-a-Line Voice/Data Bundle plan.			

WIRELESS DATA PLANS – BROADBAND AND MACHINE-TO-MACHINE

4G Mobile BroadbandAccess Calling Plan	
A discount has been applied and this plan is not eligible for any further discounts.	
	4G Mobile Broadband Access Only
Discounted Monthly Access Fee	$31.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	2 GB Pooled
Overage Rate Per GB	$10.00 ($0.0000095 per Kilobyte)
National-Access Roaming	$0.002 per Kilobyte
Domestic Long Distance	Included
NOTE: Subject to the Mobile BroadbandAccess terms and conditions. This plan will only pool allowances with subscribers on the 4G Mobile BroadbandAccess 2 Gigabyte Pooled Plan.	

4G Mobile BroadbandAccess Calling Plan	
A discount has been applied and this plan is not eligible for any further discounts.	
	4G Mobile Broadband Access Only
Discounted Monthly Access Fee	$34.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	5GB pooled
Overage Rate Per GB	$10 per GB ($0.0000095 per Kilobyte)
National-Access Roaming	$0.002 per Kilobyte

Domestic Long Distance	Included
NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. This plan will only pool allowances with subscribers on the 4G Mobile BroadbandAccess 5 Gigabyte Pooled Plan.	

4G Mobile BroadbandAccess Calling Plan

A discount has been applied and this plan is not eligible for any further discounts.

	4G Mobile Broadband Access Only
Discounted Monthly Access Fee	$39.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per KB	NA
National-Access Roaming	$0.002 per Kilobyte
Domestic Long Distance	Included
NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Streaming video and machine-to-machine applications are prohibited uses on this plan. Verizon Wireless reserves the right to limit data throughput speeds in any given month that 5 GB of usage is exceed on a per line basis.	

4G Mobile BroadbandAccess Calling Plan for Tablet/Netbook Devices

A discount has been applied and this plan is not eligible for any further discounts.

	4G Mobile Broadband Access Only
Discounted Monthly Access Fee	$29.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	2 GB Pooled
Overage Rate Per GB	$10.00 ($0.0000095 per Kilobyte)
National-Access Roaming	$0.002 per Kilobyte
Domestic Long Distance	Included
NOTE: Subject to the Mobile BroadbandAccess terms and conditions. This plan will only pool allowances with subscribers on the 4G Mobile BroadbandAccess 2 Gigabyte Pooled Plan for Tablets/Netbooks.	

Global Data Feature

This Global Data Feature is eligible for monthly access fee discounts.

Monthly Access Fee	Data Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)
$25.00	100 MB	$25.00 per each additional 100 MBs	$0.02 per KB ($20.48/MB)

Notes: Current coverage details and list of Global Data Plan countries can be found at www.verizonwireless.com/global. See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. Verizon Wireless reserves the right to terminate a line if less than half of the usage over three consecutive billing cycles is outside of the United States. All data usage, including Mobile Broadband Connect and dedicated Mobile Hotspot, deducts from the same data allowance. Rates for Global Voice, Global Messaging, and Pay Per Use Data Roaming can be found at www.verizonwireless.com/global.

Mobile Broadband Machine-to-Machine Share Plans – Low Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB
Monthly Access Charge	$5.00	$7.00	$10.00	$15.00
Overage Rate Per Megabyte	$3.00			
National Access Roaming (Canada) Per Kilobyte	$0.002			

Mobile Broadband Machine-to-Machine Plans – High Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	1 GB	5 GB	10 GB

Monthly Access Charge	$25.00	$37.50	$60.00
Share Option	$1.25	$7.50	
Overage Rate Per Megabyte	$0.03		
National Access Roaming (Canada) Per Kilobyte	$0.002		

Note: Current NationalAccess, and Mobile Broadband coverage details can be found at www.verizonwireless.com. Verizon Wireless Calling Plan and Features Details apply. Government Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans. **Sharing:** Sharing is available only among Government Subscribers to these Custom Telemetry Megabyte Share Plans. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Units. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period.

Machine to Machine (M2M) Tiered Plan		
The Machine to Machine Tiered Data Plan is not eligible for additional discounts.		
Monthly Access Fee per Line	Data Usage Tiers (MBs)	Price/MB
$0.75*	<100 MB	$ 5.50
	100-199 MB	$ 4.00
	200-299 MB	$ 3.50
	300-399 MB	$ 3.00
	400-499 MB	$ 2.75
	500-999 MB	$ 2.50
	1,000+ MB	$ 2.25

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at www.verizonwireless.com. All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Billing system limitations may require lines to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs (For example, data usage in the 100MB-199MB tier will be rated between 102,400KB and 204,800KB). Data usage from all lines active, at any time during the bill cycle, on the this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. *Customer must maintain a minimum of 200 M2M Lines on this plan otherwise all usage on the plan will be charged at $5.50 per MB.

Calling Plan Optional Features			
GSM International Roaming Global Phone	Rates are available at www.VerizonWireless.com		
Verizon Wireless International Long Distance Value Plan	$3.99 plus applicable airtime and long distance charges		
Field Force Manager (Government Subscribers Only)	Monthly Access per Handset		
	Monthly Access per Basic Device		
	Limited	Custom Basic*	Premium
	$19.99 per user	$15.00 per user (includes unlimited data usage)	$49.99 per user
	Monthly Access per Advanced Device		
	Limited	Basic	Premium
	$15.00 per user	$20.00 per user	$30.00 per user

The Field Force Manager feature is available when combined with a rate plan with Push to Talk feature with a minimum monthly access of $12.00 or higher. Government Subscriber will be responsible for all costs and charges associated with the initial download of the FFM application (which will require approximately 2 MB of data), and any subsequent downloads. Custom Basic Field Force Manager Feature is NOT eligible for monthly access fee discounts. Field Force Manager is not available on all devices. Data sent or received will be aggregated each month, rounded up to the next megabyte and billed at $1.99/MB on Nationwide plans and rounded up and billed at the per minute rate on America's Choice plans. *Usage charges will not be incurred for using the application after download to the device on the FFM Custom Basic Plan.

Calling Plan Optional Features	
GSM International Roaming Global Phone	Rates are available at www.VerizonWireless.com

Verizon Wireless International Long Distance Value Plan	$3.99 plus applicable airtime and long distance charges		
Field Force Manager (Government Subscribers Only)	Monthly Access per Handset		
	Monthly Access per Basic Device		
	Limited	Custom Basic*	Premium
	$19.99 per user	$15.00 per user (includes unlimited data usage)	$49.99 per user
	Monthly Access per Advanced Device		
	Limited	Basic	Premium
	$15.00 per user	$20.00 per user	$30.00 per user
The Field Force Manager feature is available when combined with a rate plan with Push to Talk feature with a minimum monthly access of $12.00 or higher. Government Subscriber will be responsible for all costs and charges associated with the initial download of the FFM application (which will require approximately 2 MB of data), and any subsequent downloads. Custom Basic Field Force Manager Feature is NOT eligible for monthly access fee discounts. Field Force Manager is not available on all devices. Data sent or received will be aggregated each month, rounded up to the next megabyte and billed at $1.99/MB on Nationwide plans and rounded up and billed at the per minute rate on America's Choice plans. *Usage charges will not be incurred for using the application after download to the device on the FFM Custom Basic Plan.			

GRANDFATHERED CALLING PLANS AND FEATURES

The following rate plans have been grandfathered for future service activations. Any existing customer on one of these grandfathered rate plans may remain on the service plan.

- Nationwide For Business Calling Plans
- Nationwide Unlimited Calling Plans
- Custom Nationwide For Government Share Plans: Government Subscribers Only
- Custom Mobile Broadband Plan (Government Subscribers Only) for Internet Browsing, email or Internet Access
- NYS Expanded Footprint Local Share Plans for Business: Government Subscribers
- NY Plan: Government Subscribers
- America's Choice for Government
- Voice and Data Bundles for Government
- Custom Nationwide For Government Secondary Share Plans: Government Subscribers Only
- Mobile Learning Devices: Government Subscribers Only
- BlackBerry/PDA Calling Plan
- Broadband Access Connect Feature Plans (for Internet browsing, email or Internet Access)
- 3G Mobile Hotspot Feature – Data for Simple Feature and 3G Multimedia Phones
- Mobile Broadband Router Solution Plans Mobile Broadband MB Plans
- Unlimited Domestic Text Messaging Feature
- Nationwide Plus Canada Calling Plans
- Nationwide Family Shareplan Calling Plans
- Custom Push to Talk Unlimited Calling Plan: Corporate Subscribers
- Push to Talk Unlimited Feature
- Government Secure Service Calling Plans
- Nationwide GlobalEmail for Government Calling Plans
- GlobalAccess Data Plan Global PC Card
- GlobalEmail Data Plan and Feature Global Smartphones or Global BlackBerry
- Calling Plan Optional Features
- Monthly Access Fee Discount on Eligible M2M Data Calling Plans
- Verizon Wireless M2M Data Calling Plans
- Custom Mobile Broadband Machine-to-Machine Megabyte SharePlans
- Wireless Office: Government Subscribers
- Enterprise Messaging

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price list.

SPRINT SOLUTIONS, INC. has requested and the State has approved the following updates to its Mobil Wireless Plans and equipment pricing.
A summary of changes to the above noted contract are as follows:

1. **CDMA Mobile Broadband Cards**
   - **a.** Dell 11 z Promotional Price Change through 11/10/12 $99.99
   - **b.** Novatel MiFi Hotspot Promotional Price Change through 11/10/12 $49.99
   - **c.** Express Mobile Hotspot Promotional Price Change through 11/10/12 $29.99
   - **d.** Motorola Xoom Promotional Price Change through 11/10/12 $399.99
   - **e.** HTC EVO View Promotional Price Change through 11/10/12 $197.99
   - **f.** Blackberry Play Book Promotional Price Change through 11/10/12 $199.99
   - **g.** New Franklin U602 Promotional Pricing through 11/10/12 FREE
   - **h.** New Sierra Wireless Hotspot 4G LTE Promotional Pricing through 11/10/12 $99.99
   - **i.** New Airave Access Point2.5 Promotional Pricing through 11/10/12 $124.99
   - **j.** New Franklin S600C Promotional Pricing through 11/10/12 $99.99
   - **k.** New Lenova S205 Promotional Pricing through 11/10/12 $599.99
   - **l.** New ZTE Optik Promotional Pricing through 11/10/12 $99.99
   - **m.** End of Life: Dell Mini 1012, Dell Mini 11z, Franklin U600, Motorola 4G Desktop Modem, Novatel C777, PCDU1901, Sierra 598U, Sierra Overdrive 3G/4G, HTC EVO View, Blackberry Play Book, Airave, Samsung Galaxy Tablet, ZTE3200

2. **CDMA Vision**
   - **a.** End of Life LG Remarq, Sanyo Vero, Samsung M240, Samsung M360
   - **b.** Samsung Seek Promotional Price Change through 11/10/12 $19.99
   - **c.** New Samsung M370 Promotional Price through 11/10/12 Free

3. **CDMA EVDO**
   - **a.** New Kyocera Dura Plus Promotional Pricing through 11/10/12 $69.99
   - **b.** New Kyocera Dura XT Promotional Pricing through 11/10/12 $69.99
   - **c.** New LG Rumor Reflex Promotional Pricing through 11/10/12 $29.99
   - **d.** LG Rumor Touch Promotional Price Change through 11/10/12 Free
   - **e.** Kyocera Dura Core Promotional Price Change through 11/10/12 $49.99
   - **f.** End of Life: Sanyo Taho, Sanyo Innuendo, Samsung Restore
   - **g.** Kyocera Dura Max No Longer Available

4. **CDMA NDC on Sprint**
   - **a.** End of Life: Motorola Renegade V950, Sanyo Pro 700, Sanyo Pro 200
   - **b.** Sanyo Pro 700 Promotional Price Change through 11/10/12 $49.99

5. **iDEN NDC on Nextel**
   - **a.** Motorola i1 Promotional Price Change through 11/10/12 $169.99
   - **b.** Motorola Titanium Promotional Price Change through 11/10/12 $169.99
   - **c.** Motorola i365 Promotional Price Change through 11/10/12 $117.99
   - **d.** Motorola i576 Promotional Price Change through 11/10/12 $89.99
   - **e.** Motorola Brute i686 Promotional Price Change through 11/10/12 $130.99
   - **f.** Motorola i886Promotional Price Change through 11/10/12 $99.99
   - **g.** Blackberry 8350i Promotional Price Change through 11/10/12 $119.99

6. **Power Source**
   - **a.** End of Life: ic502

7. CDMA PDA

- **a.** End of Life: Palm Pixi, Blackberry Bold 9650, Blackberry Style 9670, HTC EVO Shift, HTC EVO, Kyocera Echo
- **b.** New HTC EVO 4G LTE Promotional Pricing through 11/10/12 $199.99
- **c.** New Blackberry Curve 9350 Promotional Pricing through 11/10/12 $49.99
- **d.** New LG Optimus Elite Promotional Pricing through 11/10/12 $29.99
- **e.** New LG Vipor 4G Promotional Pricing through 11/10/12 $79.99
- **f.** New Express M650 Promotional Pricing through 11/10/12 Free
- **g.** New Samsung Galaxy S3 (32G) Promotional Pricing through 11/10/12 $249.99
- **h.** New Samsung Nexus L700 Promotional Pricing through 11/10/12 $99.99
- **i.** New Samsung Galaxy S3 (16G) Promotional Pricing through 11/10/12 $199.99
- **j.** New ZTE Fury Promotional Pricing through 11/10/12 $19.99
- **k.** Samsung Conquer Promotional Price Change through 11/10/12 $49.99
- **l.** Samsung Epic Promotional Price Change through 11/10/12 $99.99
- **m.** Samsung Transform M930 promotional Price Change through 11/10/12 $49.99
- **n.** HTC Touch Promotional Price Change through 11/10/12 $99.99
- **o.** HTC Arrive Promotional Price Change through 11/10/12 $49.99
- **p.** Blackberry Curve 9330 Promotional Price Change through 11/10/12 $29.99
- **q.** HTC EVO Design Promotional Price Change through 11/10/12 $49.99
- **r.** HTC EVO 3D Promotional Price Change through 11/10/12 $99.99
- **s.** Kyocera Milano Promotional Price Change through 11/10/12 Free
- **t.** LG Optimus S Promotional Price Change through 11/10/12 Free
- **u.** Motorola XPRT Promotional Price Change through 11/10/12 Free
- **v.** Motorola Photon Promotional Price Change through 11/10/12 $99.99

8. Honored Not Offered

- **a.** Talk 450, Sprint Month to Month Plan, Sprint Basic Plan, Talk 900, Everything Data 450, Everything Messaging 900 and 450, Everything Data 900, 500 and 2500 Anytime Minutes Attachable Nextel Direct Connect and Custom Plans Only, Corrigo.

9. Changes to Taxes: Federal USF ID Surcharge from 15.30% to 15.70% and Federal USF non-Id Surcharge on MRC, airtime and messaging from 3.75% to 3.84%.

10. New Service Plans: Sprint is offering NYS OGS Authorized Users the below listed new service plans.

a. Nextel National Network Migration Plans

	Custom 300 Voice & Data	**Custom 400 Voice & Data**	**Custom 400 Voice & Data (Unlimited Messaging)**
MRC	**$42.99 Net MRC; Service Pricing Discounts will not apply**	**$46.99 Net MRC; Service Pricing Discounts will not apply**	**$48.99 NET MRC; Service Pricing Discounts will not apply**
Anytime Minutes	300	400	400
Anytime Minutes Overage	$0.40/minute	$0.40/minute	$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Direct Connect® and Group Connect®	Included	Included	Included
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	* Included	* Included	* Included
Nationwide Long Distance	Included	Included	Included
Voice Roaming	Included	Included	Included
Caller ID &Voice Mail	Included	Included	Included

	Custom 300 Voice & Data	**Custom 400 Voice & Data**	**Custom 400 Voice & Data (Unlimited Messaging)**
MRC	**$42.99 Net MRC; Service Pricing Discounts will not apply**	**$46.99 Net MRC; Service Pricing Discounts will not apply**	**$48.99 NET MRC; Service Pricing Discounts will not apply**
Internet Browsing and Email	400 MB Included	2 GB Included	600 MB Included
Data Roaming Limitation (in MB)	100	100	100
Domestic Messaging	200 Included	200 Included	Unlimited
Sales Channel	Direct Only	Direct Only	Direct Only
Minimum Service Term	24 months	24 months	24 months
Premium Data Requirement	Included	Included	Included

A. * Customer-Liable Active Units on the Custom 400 shares Anytime Minutes with Sprint Business Essentials® Plans.

B. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

C. Sprint Direct Connect Custom Business Bundled Plans are available on the Motorola Admiral device

D. Data Overage shall be charged at $.05/MB. Roaming overage shall be charged at $.25/MB if applicable. Messaging overage, where applicable, shall be charged at $0.20 per message.

E. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, Team DC, are available with certain devices and may be subject to an additional charge.

ALL PROMOTIONAL PRICE SET FORTH ABOVE WILL REMAIN VALID AND IN FULL FORCE AND EFFECT UNTIL THE NEXT SPRINT SOLUTIONS, INC. CONTRACT UPDATE.

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price list. All other terms and conditions of the original contract award notification remain the same.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: **October 15, 2012**

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Tom Comanzo
Purchasing Officer I – Contract Administrator
(518) 486-6836
Tom.comanzo@ogs.ny.gov

CONTRACT PERIOD:
September 24, 2009 to August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTOR: Verizon Business, Inc.
CONTRACT NO: PS63765

SUBJECT: Update Price/Services List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The following is a summary of the updates and their location on the pricing spreadsheet:

Tab	Product	Description
Appendix A Taxes & Surcharges	FUSF, EUCL and CCRC	The Federal Universal Services Fund Contribution Factor, EUCL and CCRC rates have been revised.
Internet Services	Managed Services	Addition of Managed WAN Extra Small router, Managed Mobility and Akamai services options
ISDN	PRI and BRI	Clarification of non-recurring charges
Hosted IVR	Hosted ICR & Virtual Contact Center	Addition of Hosted ICR and Virtual Contact Center options. Grandfathering of Web Center
VoIP Services	VoIP	Clarification of pricing elements for BEST and update to CPE rental options
Local Services	Flexgrow	Grandfathering of service
Centrex	UCD	Elimination of monthly and nonrecurring charges for this optional feature
Private Line Service	DS1 and DS3	Clarification that ¼ mile pricing element does not apply

Verizon is also submitting price changes which reflect adjustments in the Universal Service Fund Charge FCC Surcharge for Educational Institutions (FCC 11 Sect 31.4), effective October 1, 2012. For consistency on the Appendix A Taxes & Surcharges tab, the Rate is shown as the Contribution Factor percentage for both Verizon Business Service Publication and Price Guide and

Verizon Tariff references. This change is based on FCC mandate and is not initiated by Verizon. This filing is being made to reflect the change in the multi-line equivalency calculations that recover the Centrex FUSF deficiency over all multi-line business customers. A change in line counts affects the Rate Adjustment Factor (RAF), which changes the FUSF in some cases.

The Universal Service Fund Charge is a mandatory charge established by the FCC to support telecommunications and information services to schools, libraries and rural health care facilities. It also subsidizes local service to high cost areas and low income subscribers. Telecommunications companies must pay a specific percentage of their interstate and international revenues into the Universal Service Fund. This percentage is called the Contribution Factor. The Contribution Factor may change each quarter of the year, depending on the needs of the Universal Service Fund and the consumers it is designed to help. Different events, such as changes in demand for support or FCC regulatory action, may result in changes in the Contribution Factor. For example, increased demand for a particular Universal Service program may result in an increase to the Contribution Factor.

The FCC issued a subsequent Waiver Order, effective third quarter 2003, which preserves the carrier's option to assess the FUSF using "equivalency" relationships established in Section 69.158 of the Commission rules. This results in a rate adjustment factor (RAF) which changes quarterly based on the total number of lines billed by Verizon. The FUSF obligation amount is recovered through a FUSF percentage surcharge using the FCC prescribed rate adjustment factor applied to interstate end-user revenues along with the Contribution Factor. To calculate the FUSF, first the End User Common Line charge and port charge, if applicable, are determined. Second, the sum of these charges is multiplied by the Contribution Factor. Third, per the Waiver Order, the RAF is applied across all multi-line rates to develop the FUSF rates that fully recover Verizon's quarterly obligation. These calculations are submitted to the FCC for approval prior to the tariff going into effect. The customer is also assessed these charges under an approved cost recovery mechanism.

Unless otherwise specified, the effective date of these changes will be no later than the first day of the second full billing cycle following execution of this amendment.

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated price list. All other terms and conditions of the original Contract Award Notification remain the same.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 15, 2012

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS
Karen Rogers
Purchasing Officer I – Contract Administrator
(518) 486-9298
Karen.Rogers@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-67
customer.services@ogs.ny.gov

CONTRACTORS:
CONTRACT NOS:
CONTRACT PERIODS:

Frontier – PS64721- 09-28-2009 – 08-15-2017
USA Mobility Wireless, Inc. – PS64728 – 09-24-2009 08-15-2017

SUBJECT: Update Product/ Services /Price Lists

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
FRONTIER has requested and the State has approved the following product additions to the above-referenced contract PS64721:
LOT 2 – PRIVATE LINE DATA SERVICE
1. Two Wire Circuit
2. Four Wire Circuit

LOT 1 - CENTREX
1. ISDN Centrex
2. Centrex Voicemail

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price list. All other terms and conditions of the original contract award notification remain the same.

USA MOBILITY WIRELESS, INC. has requested and the State has approved new features to existing product offerings on the above-referenced contract PS64728:

AMC Select – AMC Select users to receive their USA Mobility pages on their Smartphone devices. Smartphone Users will simply download an app to connect to the software, which is hosted and maintained by USA Mobility Wireless. All of this is accomplished without changing the way messages are sent or updating pager numbers. AMC SELECT will be billed at $10.00 per device, per month.

VPD (Voice Prompt Display) – Outgoing voice prompt message heard by callers sending a page to the user's paging device. VPD will be billed at $0.00 per device , per month. Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price. All other terms and conditions of the original contract award notification remain the same.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: **August 29, 2012**

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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OTHER AUTHORIZED USERS
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customer.services@ogs.ny.gov

CONTRACT PERIOD:
September 24, 2009 to August 15, 2017

CONTRACTOR: T-Mobile USA, Inc.
CONTRACT NO: PS64727

SUBJECT: Update Price/Services List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
T-MOBILE USA, INC. has requested and the State has approved the following additions, deletions and price reductions to the above-referenced contract PS64727:

ADDITIONS:

$0.05 per minute on Pay-as-you-go (PAYG) Voice plan;
Access fee waived once NYS reaches users with T-Mobile (once the account reaches 2000 corporate users;
Reduced pricing on Unlimited Voice Plan to $32.08;
Reduced pricing on Unlimited Broadband data plan to $20.00 Data speeds may throttle from 4G to 2G after 2GB of data use;
400 text messages (instead of 100) included in Unlimited and PAYG Voice plans – free
Domestic roaming included in unlimited and PAYG voice plans;
Any add-on feature may be added to unlimited and PAYG voice plans;
Fee is waived for all NYS PAYG voice plan subscribers (once the account reaches the 2000 corporate users);
Unlimited nights/weekends minutes in PAYG fee is waived;
$4.09 for unlimited text messages add-on feature;
$16.39 for Domestic Data (PDA Blackberry) Add-on feature;
Quarterly business review includes Rate Plan Analysis with plan optimization recommendations and Handset upgrade eligibility;
Fee for online management tool is waived for all NYS Subscribers;
Unlimited T-Mobile/Nights/Weekends (Per Minute Rate Plan ADD-On $0.00 NA

COMPREHENSIVE TELECOMMUNICATIONS SERVICES

Nationwide Pooling Plans:
Unlimited Mobile-to-Mobile and Night/Weekend minutes included;
$0.04/minute $0.04/minute ($0.25 per minute overage rate);
Enterprise 5- $205.00 for 5000 Pooled whenever minutes, unlimited, no maximum of users;
Enterprise 10 - $410.00
Enterprise 15 - $615.00
Enterprise 20 - $820.00
Enterprise 25 - $1025.00
Enterprise 35 - $1435.00
$8.20 to add a user to Nationwide pooling plans with 0 pooled minutes

FEATURES ADDED:

WebConnect 2GB no overage plan * data speed throttles at 2GB of use		$20.00
WebConnect 5GB no overage plan * data speed throttles at 5GB of use		$39.99
WebConnect 10GB no overage plan * data speed throttles at 10GB of use		$67.99
Unlimited T-Mobile to T-Mobile/Nights/Weekends (Per Minute Rate Plan ADD-ON)	$0.00	N/A

NEW EQUIPMENT TABLE:

Phone/Device	New Activation Pricing	Equip Only Pricing	Upgrade Pricing Fully eligible after 11 months
Phone First			
Samsung T259	$0.00	$99.99	$0.00
BlackBerry Data Feature			
RIM Blackberry 9360	$0.00	$299.99	$0.00
Android Data Feature			
Samsung Exhibit II 4G	$9.99	$249.99	$9.99
Mobile Broadband			
Huawei WebConnect Jet 2.0 4G	$0.00	$79.99	$0.00
ZTE 4G Mobile Hotspot	$0.00	$99.99	$0.00
Tablets			
Huawei Springboard	$179.99	$399.99	$179.99

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated price list. All other terms and conditions of the original Contract Award Notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 27, 2012

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACT PERIOD:
October 5, 2007 – August 15, 2017

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CONTRACTOR: AT&T
CONTRACT NO: PS63306

SUBJECT: Wireless Services Price Reductions - UCC Increase

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT&T has requested and the State has approved the following amendments to the above-referenced contract PS63306:

LOT 1, 2 and 3 All Applicable Services – UCC increase from 14.4% to 15.7%

LOT 3 Wireless Services –

- Enhancement to Mobile Wireless Services to include Line of Business Application Mobile Iron Mobile device management application and Pronto Forms
- Price reduction from $9.70 to $6.99 for 2mb Data Pooled and $5.99 for 2mb Data Telemetry Services
- Reduction on standard wireless voice and data plans from 20% to 25% discount on monthly charges
- Accessory Discount from 20% to 30%
- Reduction of Unlimited data connect from $42.99/mth to $37.99/mth
- Reduction of Unlimited Nation Voice Plan from $69.99/mth to $49.99/mth
- Reduction of Pay-as-you-go from $9.99/mth plus $0.12/min to $9.75/mth plus $0.06/min
- Reduction of Gov GSM National Standalone 200 Pooled plan from $27.20/mth to $25.50/mth
- Reduction of Gov GSM National Standalone 300 Pooled plan from $31.20/mth to $26.52/mth
- Reduction of Gov GSM National Standalone 600 Pooled plan from $42.40/mth to $37.44/mth
- Reduction of Gov GSM National Standalone 1000 Pooled plan from $56.00/mth to $50.70/mth
- Reduction of Gov GSM Integrated Pooled 300 Plan from $50.00/mth to $47.99/mth

- Reduction of Gov GSM Integrated Pooled 600 Plan from $63.00/mth to $60.99/mth
- Reduction of Gov GSM Integrated Pooled 1000 Plan from $75.00/mth to $72.99 mth
- Enhancement to Gov GSM Integrated Pooled to include Gov GSM 400 Pooled plan for $50.97/mth
- Reduction in 200 Text Message Feature from $5.00/mth to $3.00/mth
- Reduction in Unlimited Text Messages from $10.00/mth to $8.00/mth
- Reduction in Domestic Data (BlackBerry /Smartphone) from $34.99/mth to $23.40/mth

Please refer to the **Pricing Information** section of the Contract Award Notification (CAN) for a link to the updated product, price and services list. All other terms and conditions of the original Contract Award Notification remain the same.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 30, 2012

GROUP: 77017
Comprehensive Telecommunications Services

CONTRACTORS:
CONTRACT PERIODS:
CONTRACT NOS:

PLEASE ADDRESS INQUIRIES TO:

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LIGHTOWER FIBER NETWORKS – PS63764 – 02-26-2008- 08-15-2017
TIME WARNER CABLE – PS63596 – 03-11-2008 – 08-15-2017

SUBJECT: **Update Services /Products Price Lists**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
LIGHTOWER FIBER NETWORKS has requested and the State has approved the following amendments to the above-referenced contract PS63764:
All Services

1.1. Changed building types from alpha coded to “LIT” or “NON LIT”
1.2. Updated tax and fee schedules
1.3. Updated installation cost tables
1.3.1. Delivery of services where Lightower facilities do not exist may require special construction charges. These charges may include elements such as cabling equipment, pole survey and preparation, manhole survey or construction, permitting and the like. The special construction pricing represents likely highest-cost scenario construction at an effective rate of $52.50 per foot. This is a very comparable rate to our peer rates of $95 - $100 per foot plus special construction charges. See AT&T & Verizon notes below.
1.3.2. AT&T Sonet note on OGS Contract -Actual pricing will be determined based upon design requirements.The above prices assume facilities and capacity exists.Where facilities or capacity does not exist, a special construction charge of up to $500,000 plus $100/foot may be required.The service may not be available at all authorized users locations.

LIGHTOWER FIBER NETWORKS – Continued

1.3.3. Verizon Sonet note on OGS Contract -

Access circuit pricing is based on the serving wire center of the customer location. The prices indicated here represent the range of pricing for the many serving wire centers in NYS. Verizon will quote each circuit including access and pop to pop mileage upon request.
** Actual pricing will be determined based on design requirements. The above prices assume facilities and capacity exists where facilities or capacity does not exist special construction charge of up to $450,000 plus $95.00 per foot may be required. The service may not be available at all authorized users locations.

1.1. Added or updated ordering examples
1.2. All pricing was maintained or reduced

2. Private Line Data
   2.1. Reduced or maintained pricing for DS1 and DS3 at all contract terms
   2.2. Added network protection pricing
   2.3. Added flexible private line pricing
   2.4. Changed service structure from ‘per node’ to ‘per circuit’
   2.5. One-time charges for lit-locations now reflect ‘per circuit’ pricing and in some instances have increased to include the one-time charge of two nodes.

3. SONET Services
   3.1. Reduced or maintained pricing for DS1 and DS3 at all contract terms
   3.2. Added line rate of OC48C and associated pricing to all contract terms
   3.3. Added line rate of OC192 and associated pricing to all contract terms
   3.4. Added network protection pricing
4. Ethernet Services
   4.1. Reduced pricing for all bandwidth intervals at all contract terms
   4.2. Changed service structure from ‘per node’ to ‘per circuit’
   4.3. One-time charges for lit-locations now reflect ‘per circuit’ pricing and in some instances have increased to include the one-time charge of two nodes.
   4.4. Added the following bandwidth intervals to all contract terms

20Mbps
30Mbps
40Mbps
200Mbps
300Mbps

400Mbps
600Mbps
700Mbps
800Mbps
900Mbps
10,000Mbps

4.5. Added network protection pricing

5. Internet Services
   5.1. Reduced or maintained pricing for all bandwidth intervals at all contract terms
   5.2. Added the following bandwidth intervals to all contract terms

200Mbps
300Mbps
400Mbps
500Mbps
600Mbps
700Mbps
800Mbps
900Mbps
1000Mbps

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated services/products price list. All other terms and conditions of the original contract award notification remain the same.

TIME WARNER CABLE has requested and the State has approved the following amendments to the above-Referenced contract PT63596:

1) Modifications to Tax tables, including the Federal Universal Service Fund Rate to 17.9% and the State Recovery Fee, which is now 1.6064%;

2) Modify available speeds to including additional offering to Internet Access via Cable Broadband for New York City.

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated services/products price list. All other terms and conditions of the original contract award notification remain the same.

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http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: **December 16, 2011**

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACTORS:
CONTRACT NUMBERS:
CONTRACT PERIODS:

Sprint Solutions, Inc. – PS63853 – 05-09-2008 - 08-15-2017
Verizon Wireless – PS63766 – 02-26-2008 – 08-15-2017

SUBJECT: Update Price Lists

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
SPRINT SOLUTIONS, INC. has requested and the State has approved the following amendments to the above-referenced contract PS63853:

1. **CDMA Mobile Broadband Cards**
   - **a.** Samsung Galaxy Tablet Change in SRP Price from $499.99 to $429.99
   - **b.** New Franklin U301 Promotional Pricing through 1/7/12 FREE
   - **c.** Merlin CC208 Promotional Pricing through 1/7/12 $49.99
   - **d.** New Express Mobile Hotspot Promotional Pricing through 1/7/12 $19.99
   - **e.** Sierra Overdrive Hotspot End of Life
   - **f.** ZTE International Mobile Hotspot Promotional Pricing through 1/7/12 $49.99

2. **CDMA Vision**
   - **a.** Samsung Seek End of Life
   - **b.** Samsung Trender Promotional Pricing through 1/7/12 FREE

3. **CDMA EVDO**
   - **a.** New Kyocera Duracore Promotional Pricing through 1/7/12 $69.99
   - **b.** New Kyocera Duramax Promotional Pricing through 1/7/12 $69.99
   - **c.** Samsung Reclaim change in SRP price from $279.99 to $229.99

4. **CDMA on Sprint**
   - **a.** Motorola Renegade V950 End of Life
   - **b.** Sanyo Pro 200 change in SRP price from $189.99 to $149.99

5. CDMA PDA

a. HTC Touch Pro 2 change in SRP price from $599.99 to $449.99
b. HTC Arrive Promotional Pricing through 1/7/12 $99.99
c. New HTC EVO Design Promotional Pricing through 1/7/12 $99.99
d. New Kyocera Milano Promotional Pricing through 1/7/12 $49.99
e. New LG Marquee Promotional Pricing through 1/7/12 $99.99
f. New Motorola Admiral Promotional Pricing through 1/7/12 $99.99
g. Motorola XPRT Promotional Pricing through 1/7/12 $99.99
h. New Samsung Epic 4G Promotional Pricing through 1/7/12 $199.99
i. Samsung Nexus S 4G Promotional Pricing through 1/7/12 $99.99
j. New Samsung Transform Ultra Promotional Pricing through 1/7/12 $79.99

6.

Voice Service Plan: NEW: Nextel Custom Bundled Voice & Blackberry Plans

	Custom 200 Bundle
NET MRC	**$44.99**
Anytime Minutes	200
Anytime Minutes Overage	$0.25/minute
Sprint Mobile-to-Mobile	Included
Direct Connect® and Group Connect	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Not Available
Caller ID &Voice Mail	Included
Unlimited BlackBerry	Included
Messages	Unlimited

A. MRCs expressed as “NET” in the table above are not eligible for Service Pricing Discounts.
B. Customer’s use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at http://na.blackberry.com/eng/legal/terms.jsp, and are subject to change without prior notice to Customer.
C. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, Talkgroup℠ and International Direct Connect℠, are available with certain devices and may be subject to an additional charge.
D. BlackBerry Business Plans can only be activated on a BlackBerry device.
E. Sprint Domestic Messaging Add-Ons. Messaging add-ons include 2-way, 1-way, and/or MMS based on device capability. Additional charges apply for international messaging.

7. Voice Service Plan: NEW: Sprint Custom Bundled Voice & Blackberry or PRO Pack Plans (Direct Sales Channel only):

	Custom 200 Bundle
NET MRC	**$44.99**
Anytime Minutes	200
Anytime Minutes Overage	$0.25/minute
Sprint Mobile-to-Mobile	Included
Direct Connect® and Group Connect (currently unavailable for CDMA BlackBerry devices)	Unlimited
Unlimited Nights & Weekends starting at 7	Unlimited

pm	
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Included
Caller ID &Voice Mail	Included
Unlimited BlackBerry or Sprint PRO Pack (without PAM)	Included
Messages	Unlimited

A. MRCs expressed as "NET" in the table above are not eligible for Service Pricing Discounts.

B. Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at http://na.blackberry.com/eng/legal/terms.jsp, and are subject to change without prior notice to Customer.

C. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC℠, are available with certain devices and may be subject to an additional charge.

D. BlackBerry Business Plans can only be activated on a BlackBerry device.

E. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the wireless high speed data network, and then will default to the Sprint Vision (1xRTT) network depending on coverage and network availability.

F. The included email solution in the Sprint PRO Pack for Windows Mobile/Palm Devices is Microsoft Direct Push technology via ActiveSyncSM or Versamail.

G. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Mobile Wireless: The Federal USF LD Surcharge rate is 15.30%, and the Federal USF Non-LD Surcharge rate is 3.75%. *(The Government Taxes and Fees and/or Sprint surcharges and their respective rates included are subject to change at any time. The interpretation of state and local tax laws is subject to change at all times. Consequently, the applicability to the specified services of Government Taxes and Fees and Sprint Surcharges, as well as additional Government Taxes and Fees and Sprint Surcharges, not listed or not in existence at this time, is subject to change without warning or notification.)*

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price list. All other terms and conditions of the original contract award Notification remain the same.

VERIZON WIRELESS has requested and the State has approved the following amendments to the above-referenced contract PS63766which includes the latest price plans and equipment pricing as follows:

a. The addition of the Machine-to-Machine (M2M) Management Center (Page 28)

b. A revision to the "Custom Mobile Broadband Machine-to-Machine Megabyte Share Plans – The Note Section of the August 4, 2011 version references a $25.00/250 MB plan which should have read **$25.00/1GB –** (Page 29)

c. The updated New York State Equipment Pricing which includes price reductions is as follows:

New York State Equipment Pricing

Equipment prices shall never be lower than no charge ($0.00).

Manufacturer/ Brand	Model	Price	Manufacturer/ Brand	Model	Price
Samsung	Galaxy Tab™ 10.1 16GB (SCH-1905)	$529.99	Samsung	Droid Charge (SCH-i510)	$199.99
Samsung	Galaxy Tab™ 10.1 32GB (SCH-1905)	$629.99	Samsung	Stratosphere (SCH-i405)	$199.99
Motorola	Xoom™ Tablet (MOTMZ600)	$499.99	Samsung	Droid Charge (SCH-i510)	$199.99
LG	Revere (VN-150)	$99.99	Samsung	Continuum (SCH-	$149.99

				i400)	
LG	Cosmos 2 (NV-251)	$79.99	Samsung	Convoy	$50.00
LG	Cosmos Touch (VN-270)	$99.99	Samsung	Convoy 2	$79.99
LG	Octane (VN-530)	$149.99	Samsung	LTE Mobile Hot Spot (SCH-LC11)	$99.99
LG	Vortex (all colors)	$129.99	Sony	Xperia Play (R800)	$149.99
LG	Revolution (VS910)	$199.99	VZW	Home Phone Connect	$4.99
LG	Enlighten (VS700)	$129.99	VZW	UMW190 (USB)	$50.00
Compaq	Mini CQ1-688NR-LTE	$449.99	VZW	4G Modem UML 290 (USB)	$50.00
HP	Pavillion-dm-310-NR-LTE	$599.99	VZW	USB760	$50.00
Motorola	Citrus (MOTWX445)	$29.99	VZW	PC770	$99.99
Motorola	Barrage (V860)	$129.99	VZW	4G USB Modem (USB551L)	$50.00
Motorola	Droid Pro (MOTXT610)	$149.99	VZW	MiFi 2200	$0.00
Motorola	Droid 2 Global (all colors)	$199.99	VZW	MiFi 4510L (4G LTE Hotspot)	$99.99
Motorola	Droid 3 (MOTXT862)	$149.99	VZW	Five Spot (AC30)	$0.00
Motorola	Droid X2 (Mot MB870)	$149.99	HTC	Incredible 2 (ADR6350VW)	$149.99
Motorola	Droid Bionic (MOTXT875)	$199.99	HTC	Thunderbolt (ADR6400LVW)	$199.99
Motorola	Droid RAZR	$249.99	HTC	Trophy (MWP6985VW)	$149.99
RIM	9330 (Curve 3G)	$79.99	HTC	Rhyme (ADR6330VW)	$149.99
RIM	9550 (Storm 2)	$199.99	Pantech	Jest 2 (TXT8045VW)	$129.99
RIM	9650 (Bold)	$149.99	Pantech	Hotshot (CDM8992VW)	$149.99
RIM	9930 (Bold)	$199.99	Pantech	Breakout (ADR8995VW)	$149.99
RIM	9850 (Torch)	$199.99	VZW	KIN ONEm	$19.99
Samsung	Haven (SCH-U320)	$0.00	VZW	KIN TWOm	$49.99
Samsung	Gusto (U360)	$50.00	Casio	GZ1 Commando (C771)	$149.99
Samsung	Intensity II (U460)	$119.99	Casio	GZ1 Ravine (C751)	$179.99

Note: The Equipment pricing in this New York State Equipment Matrix is available to Corporate Subscribers under the NYS Contract and is subject to the terms, provisions and conditions of the NYS Contract Group 77017 - Award 20268 - Contract PS63766. For specific product functionality and features as well as device and calling plan/ feature compatibility see www.verizonwireless.com. All Equipment is subject to availability and Verizon Wireless reserves the right to add or discontinue models. The prices of Equipment in the Equipment Matrix reflect discounted prices and are in effect as of December 5, 2011 for new cellular service activations and eligible equipment upgrades. All PC Card, USB Modem, notebooks with Mobile Broadband Built-In, eligible Smartphone or BlackBerry device purchases must be combined with an eligible data plan. Some Smartphone devices must be combined with eligible voice and data bundled plans only; certain restrictions may apply. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace Equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. Verizon Wireless reserves the right to disconnect cellular service in the event a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10 month upgrade policy. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Quantities may be limited. Corporate Subscribers may purchase at New York State Equipment Matrix pricing or the then current Government promotional pricing whichever is less at the time of purchase. Please contact your sales representative at the time of purchase for the latest equipment pricing. ***May be activated on the America's Choice for Business 300/ 600/ 1000 minute plans.**

Accessory Discount: Subscribers are eligible to receive a 25% discount off the retail price of qualifying accessories. Corporate Subscriber accessory discounting is contingent upon Customer selecting and maintaining a minimum of five (5) Corporate Subscriber lines.

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated product/price list. All other terms and conditions of the original contract award Notification remain the same.

***** **********

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: **December 1, 2011**

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
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CONTRACTOR: AT&T
CONTRACT NO: PS63306
CONTRACT PERIODS: 10-05-2007-08-15-2017

OTHER AUTHORIZED USERS
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customer.services@ogs.ny.gov

SUBJECT: Update Price/Services List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT&T has requested and the State has approved the following amendments to the above-referenced contract PS63306:
LOT 1,2 and 3 All Applicable Services – UCC Rate Increase from 12.9% to 14.4 %

LOT 2 MPLS – Service enhancement to include VPLS (Virtual Private LAN Service) which has been added as a new tab.

LOT 2 Private Line – Private Line pricing for Interstate Private Line DS3 between New York State and Georgia.

LOT 2 Ethernet Service – Service enhancement to existing Ethernet Service to include increased variety of bandwidth and price options.

LOT 3 Internet Services – Price reduction and service enhancements to Managed Security Services.

LOT 3 Internet Access – Service enhancement to Managed Internet Service Access to include Ethernet access pricing for Managed Internet Services.

LOT 3 Mobile Wireless – Enhancement to Mobile Wireless Services to include Bundled Data Rate Plans for various wireless devices, added as new tabs

LOT 3 Audio Conferencing – Enhancement to Audio Conferencing to include International Rate Plan for AT&T Connect Services.

LOT 1 and 2 – Change to disconnect process. Users are to place requests through the following URL: www.att.com/disconnectdesk in order to disconnect the following services:

* AVPN
* International Frame Relay
* International End to End Frame Relay
* International Private Line
* Local Private Line
* Local Voice
* Managed Data Network Service
* Domestic Frame Relay
* Domestic Private Line
* High Speed Data
* Nodal Voice"

Please refer to the **Pricing Section** of the Contract Award Notification (CAN) for a link to the updated price list.
All other terms and conditions of the original Contract Award Notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 28, 2011

GROUP: 77017
Comprehensive Telecommunications Services

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(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTORS:
CONTRACT NOS:
CONTRACT PERIODS:

Sprint Solutions, Inc. – PS63853 – 05-09-2008 – 08-15-2017
Paetec Communications – PS63070 – 08-16-2007 – 08-15-2017

SUBJECT: Update Product/Service List (Sprint Solutions, Inc.)
Update Product/Service List (Paetec Communications)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
SPRINT SOLUTIONS, INC. has requested and the State has approved the following updates to its NYS Product/Services Price List:

1. **iDEN NDC on Nextel**
   - **A.** Motorola i1 Promotional Price $169.99 ends 11/12/11
   - **B.** New Motorola Titanium Promotional Price $169.99 ends 11/12/11
   - **C.** I365 Promotional Price $117.99 ends 11/12/11
   - **D.** I576 Promotional Price $89.99 ends 11/12/11
   - **E.** I686 Promotional Price $130.99 ends 11/12/11
   - **F.** I886 Promotional Price $99.99 ends 11/12/11
   - **G.** Blackberry 8350i Promotional Price ends 11/12/11
   - **H.** No Longer Available: i776, i465 Clutch, Motorola i890, Motorola Brute i680,
   - **I.** Stature i9

2. **CDMA Vision**
   - **A.** End of Life: Samsung Seek, LG Rumor, Samsung M240
   - **B.** New Kyocera Brio Promotional Price Free ends 11/12/11
   - **C.** No Longer Available: Samsung M330

3. **CDMA PDA**
   - **A.** New Kyocera Milano Promotional Price $49.99 ends 11/12/11
   - **B.** Motorola XPRT Promotional Price $99.99 ends 11/12/11
   - **C.** New Motorola Photon Promotional Price $199.99 ends 11/12/11
   - **D.** Kyocera Echo Promotional Price Free ends 11/12/11

E. New Blackberry Torch Promotional Price $149.99 ends 11/12/11
F. New Blackberry Bold 9930 Promotional Price $199.99 ends 11/12/11
G. New Samsung Conquer D600 Promotional Price $99.99 ends 11/12/11
H. Samsung Epic Promotional Price $29.99 ends 11/12/11
I. Samsung Nexus S Promotional Price $29.99 ends 11/12/11
J. Samsung Replenish Promotional Price Free end 11/12/11
K. New Blackberry Bold 9930 Mo Camera Promotional Price $199.99 ends 11/12/11
L. No Longer Available: Palm Pre, HTC Hero, Samsung Intercept/Intrepid, Blackberry Curve 8530

4. CDMA Mobile Broadband Card

A. New Sprint Phone Connect Axesstel Promotional Price Free ends 11/12/11
B. New Merlin CC208 Promotional Price $49.99 ends 11/12/11
C. New Sierra Overdrive Pro Promotional Price $49.99 ends 11/12/11
D. New ZTE International Hotspot AC30 Promotional Price $49.99 ends 11/12/11
E. End of Life Sierra Overdrive
F. No Longer Available Novatel U760

5. CDMA EVDO

A. End of Life LG Rumor Touch Promotional Price $19.99 ends 11/12/11
B. Sanyo Taho Promotional Price $99.99 ends 11/12/11
C. No Longer Available Samsung Instinct HD/Instinct, Samsung Exclaim, LG Lotus Elite,
D. Sanyo Incognito, LGLX 370

6. Voice Service Plans

A. NEW – Nextel Custom Voice Plan

	Custom 275
Net MRC (Service Pricing Discount does not apply)	**$20.99**
Anytime Minutes	275
Anytime Minutes Overage	$0.40/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited
Sprint Mobile-to-Mobile	Unlimited
Direct Connect® and Group Connect®	Unlimited
Pooled Anytime Minutes	Included
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included
MyNextel Address Book	Included

a) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features including, but not limited to, Talkgroup℠ and International Direct Connect℠ are available with certain devices and may be subject to an additional charge.

b) Messaging add-ons include 2-way, 1-way, and/or MMS based on device capability. Additional charges apply for international messaging.

B. NEW – Sprint Custom Voice Plan

	Custom 275
Net MRC (Service Pricing Discount does not apply)	**$20.99**

	Custom 275
Net MRC (Service Pricing Discount does not apply)	**$20.99**
Anytime Minutes	275
Anytime Minutes Overage	$0.40/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited
Sprint Mobile-to-Mobile	Unlimited
Direct Connect® and Group Connect®	Unlimited
Pooled Anytime Minutes	Included
Nationwide Long Distance	Included
Caller ID & Voice Mail	Included

a) Roaming charges are included.
b) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC℠, are available with certain devices and may be subject to an additional charge.
c) Messaging add-ons include 2-way and/or PictureMail based on device capability. Additional charges apply for international messaging.

C. NEW – Nextel Custom Bundled Voice & Blackberry Plans (Direct Sales Channel only)

	Custom 200 Bundle
NET MRC	**$41.99**
Anytime Minutes	200
Anytime Minutes Overage	$0.25/ minute
Sprint Mobile-to-Mobile	Included
Direct Connect® and Group Connect	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Not Available
Caller ID &Voice Mail	Included
Unlimited BlackBerry	Included
Messages	300 Included
Indirect Sales Channel	Not Permitted ($46.99 MRC with indirect involvement)

a) MRCs expressed as “NET” in the table above are not eligible for Service Pricing Discounts.
b) Customer’s use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject

to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at http://na.blackberry.com/eng/legal/terms.jsp, and are subject to change without prior notice to Customer.

c) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, Talkgroup℠ and International Direct Connect℠, are available with certain devices and may be subject to an additional charge.

d) BlackBerry Business Plans can only be activated on a BlackBerry device.

e) Sprint Domestic Messaging Add-Ons. Messaging add-ons include 2-way, 1-way, and/or MMS based on device capability. Additional Messages beyond the allotted amount are $.20 per message. Additional charges apply for international messaging.

D. NEW – Sprint Custom Bundled Voice & Blackberry or PRO Pack Plans (Direct Sales Channel only):

	Custom 200 Bundle
NET MRC	**$41.99**
Anytime Minutes	200
Anytime Minutes Overage	$0.25/minute
Sprint Mobile-to-Mobile	Included
Direct Connect® and Group Connect (currently unavailable for CDMA BlackBerry devices)	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Included
Caller ID &Voice Mail	Included
Unlimited BlackBerry or Sprint PRO Pack (without PAM)	Included
Messages Indirect Sales Channel	300 Included Not Permitted ($46.99 MRC with indirect involvement)

a. MRCs expressed as “NET” in the table above are not eligible for Service Pricing Discounts.

b. Customer’s use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at http://na.blackberry.com/eng/legal/terms.jsp, and are subject to change without prior notice to Customer.

c. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC℠, are available with certain devices and may be subject to an additional charge.

d. BlackBerry Business Plans can only be activated on a BlackBerry device.

e. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the wireless high speed data network, and then will default to the Sprint Vision (1xRTT) network depending on coverage and network availability.

f. The included email solution in the Sprint PRO Pack for Windows Mobile/Palm Devices is Microsoft Direct Push technology via ActiveSyncSM or Versamail.

g. Phone as Modem may be added for an additional NET $10 MRC.

h. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include text, picture and video messages based on device capability. Additional Messages beyond the allotted amount are $.20 per mssage. Additional charges apply for international messaging. Additional Messages are $.20 per mssage.

7. Data Service Packs

A. Reduced NYS 3G Tablet Plan (3GB) $34.99 with Unlimited 4G Services using 4G Capable Device

B. Reduced NYS 3G Tablet Plan (5GB) $39.99 with Unlimited 4G Services using 4G Capable Device

C. NEW – Tablet Plans

Net MRC	$19.99[1]	$29.99[1]	$34.99[1]
3G Data Services limitation in Gigabytes ("GB")	1GB	2GB	2GB
Overage charge for additional 3G data Services usage above plan limit	$0.05 per MB[2]	$0.05 per MB[2]	$0.05 per MB[2]
3G Data Roaming limitation in Megabytes ("MB")	100MB	100MB	100MB
Overage charge for additional 3G data Roaming usage above plan limit	$0.25 per MB[2]	$0.25 per MB[2]	$0.25 per MB[2]
4G Data Services limitation	Not Available	Not Available	Not Available
Messaging	Not Included	Unlimited	Not Included[5]
Standby plan usage	Not Permitted	Not Permitted	Not Permitted
Data Pooling	Not Applicable	Not Applicable	Included (see 4 below)

[1] MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

[2] If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

[3] Includes unlimited data usage on the Sprint 4G Network if using a 4G capable device.

[4] Data usage will be shared between devices on the $34.99 2 GB plan using the same Billing Account Number.

[5] Messaging will be available on this plan at the following price points:

Sprint Domestic Messaging Add-Ons. Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Messaging Plan	Net MRC	Additional Messages
300 Messages	$2	$0.20
Unlimited Messages	$5	N/A

A. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network (if included), then to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.

B. Roaming is not available on the Sprint 4G Network at this time.

C. Unlimited Messaging includes text, picture, and video messages.

D. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

E. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

8. Mobile Wireless

A. The Federal USF LD Surcharge rate is 14.40%, and the Federal USF Non-LD Surcharge rate is 3.51%. *(The Government Taxes and Fees and/or Sprint surcharges and their respective rates included are subject to change at any time. The interpretation of state and local tax laws is subject to change at all times. Consequently, the applicability to the specified services of Government Taxes and Fees and Sprint Surcharges, as well as additional Government Taxes and Fees and Sprint Surcharges, not listed or not in existence at this time, is subject to change without warning or notification.)*

Please refer to the **Pricing Section** of the Contractor Award Notification (CAN) for a link to the updated product/services price list. All other terms and conditions of the original contract award notification remain the same.

PAETEC COMMUNICATIONS has requested and the State has approved the following updates to its existing Pinnacle product line with the Pinnacle Managed Enterprise. This is an outsourced Service Lifecycle Management solution designed to manage the full lifecycle of IY Service Support and Service Delivery operations from procurement through provisioning, payment and chargeback Outsource solution including enhanced management of State Agency communication services specifically for bill audits, carrier invoice loads, carrier disputes, chargeback support, call accounting, cost optimization and vendor payment feeds to increase process automation.

MANAGED SERVICE FEES FOR PINNACLE ENTERPRISE

Hosted Service Pricing (PINNACLE, Oracle and Maintenance included)

3-YR Agreement = License Price / 15 = MRC
- Example: $150,000 license / 15 = $10,000/month
4-YR Agreement = License Price / 17 = MRC
- Example: $150,000 license / 17 = $8,824/month

5-YR Agreement = License Price / 18 = MRC
- Example: $150,000 license / 18 = $8,333/month

Invoice Processing (requires Hosted Service with Invoice Manager)
$65/month per file

Chargeback Management (requires Hosted Service with Chargeback Manager)
$250/mo per bill cycle

Dispute Management(requires Hosted Service with Invoice Manager)
$1,000/mo per every $1M/mo in spend

Hosted License Service Fee (requires license and maintenance purchase)
< 9,999 lines or $5M Spend = $1,600/month
>9,999 lines or >$5M Spend = $3,000/mo.

Accounts Payable (AP) Feed
$65/month per file

Please refer to the **Pricing Section** of the contract award notification (CAN) for a link to the updated product/services price list. All other terms and conditions of the original contract award notification remain the same.

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New York State Office Of General Services
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Corning Tower Building
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http://www.ogs.ny.gov

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 13, 2011

GROUP: 77017
Comprehensive Telecommunication Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Karen Rogers
Purchasing Officer I
(518) 486-9298
Karen.Rogers@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACT PERIOD:
February 26, 2008-August 15, 2017

CONTRACTOR: Verizon Wireless
CONTRACT NO: PS63766

SUBJECT: Proposed Class Action Settlement Concerning America's Choice II Customers

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

This notice is intended to inform all current and former customers of Verizon Wireless who subscribed to its America's Choice II Calling Plans between February 21, 2005 and June 21, 2011 of a proposed class action settlement. A more complete description of the class action and proposed settlement, including how to claim benefits or object to the settlement may be found at the following link: www.cowitsettlement.com

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
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Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 25, 2011

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Karen Rogers
Purchasing Officer I
(518) 486-9298
Karen.Rogers@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACTORS:
CONTRACT NOS:
CONTRACT PERIODS:

American Messaging Services LLC – PS64716 – 09-24-2009 – 08-15-2017
Paetec Communications – PS63070 – 08-16-2007 – 08-15-2017
Sprint Solutions, Inc. – PS63853 – 05-09-2008 – 08-15-2017
Verizon Wireless – PS63766 – 02-26-2008 – 08-15-2017

SUBJECT: Update Price List to reflect New Service (American Messaging Services LLC)
Update Service Products/Price List (Paetec Communications)
Update Service Products/Price List (Sprint Solutions, Inc.)
Update Service Products/Price List (Verizon Wireless)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
American Messaging Services, Inc. has requested and the State has approved the addition of a new service identified as PageCopy to its Mobile Wireless award on the above-referenced contract PS64716. Please refer to the **Pricing Section** of the Contractor Award Notification (CAN) for a link to the updated Price List. All other terms and conditions of the original Contract Award Notification remain the same.

PAETEC COMMUNICATIONS has requested and the State has approved the addition of PINNACLE On-Line to Lot a/Category A-Local Exchange Service on the above-referenced contract PS63070. Please refer to the **Pricing Section** of the Contractor Award Notification (CAN) for a link to the updated Price List. All other terms and conditions of the original Contract Award Notification remain the same.

SPRINT SOLUTIONS, INC. has requested and the State has approved the addition of new quarterly promotions and deletion of end-of-life products to the above-referenced contract PS63853. Please refer to the **Pricing Section** of the Contractor Award Notification (CAN) for a link to the updated Price List. All other terms and conditions of the original Contract Award Notification remain the same.

VERIZON WIRELESS has requested and the State has approved the following updates to the above-referenced contract PS63766:

a. The fleet Administrator product offering has been removed as Verizon Wireless no longer offers this service;
b. New and more aggressive Telemetry (M2M) pricing has been updated;
c. The New York State Equipment Price List has been updated.

Please refer to the **Pricing Section** of the Contractor Award Notification (CAN) for a link to the updated Price List. All other terms and conditions of the original Contract Award Notification remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 2, 2011

GROUP: 77017
Comprehensive Telecommunication Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Karen Rogers
Purchasing Officer I
(518) 486-9298
Karen.Rogers@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACT PERIOD:
10-05-07 – 08-15-2017

CONTRACTOR: AT&T
CONTRACT NO: PS63306

SUBJECT: CALL DETAIL IN WIRELESS BILLS ---AT&T PREMIER eBill

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT&T has announced that they will be including a flyer in all upcoming bills indicating that they will no longer be Providing "call detail" to wireless customers. Please be advised that, despite your receipt of this flyer, there will be no change to your account and you will continue to receive "call detail". Please contact your AT&T representative if you encounter a problem with receiving "call detail".

AT&T offers a program identified as AT&T Premier eBill which allows Authorized Users to view "call detail" on line, as a compliment to paper invoices. Use of Premier eBill does not eliminate the receipt of paper invoices, unless an Authorized User requests to discontinue that receipt. For further information on the Premier eBill alternative, please visit the AT&T website or contact your AT&T representative.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 2, 2011

GROUP: 77017
Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Karen Rogers
Purchasing Officer I
(518) 486-9298
Karen.Rogers@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACT PERIOD:
08-16-2007 – 08-15 -2017

CONTRACTOR: Paetec Communications
CONTRACT NO: PS63070

SUBJECT: BILLING ERRORS

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Due to errors in Paetec Communications' billing system, Authorized Users may have been charged End User Common Line/FSLC charges.

OGS encourages all Authorized Users to carefully review their invoices for inaccuracies and unauthorized charges.

In the event there are inaccuracies or overcharges on your bill, please contact the following at Paetec Communications directly:

Michael Bentley
518-724-2009
Michael.Bentley @paetec.com

If the inaccuracies or overcharges date back more than 180 days, please notify the above-named contract administrator.

All other terms and conditions of the original Contract Award Notification (CAN) remain the same.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 24, 2011

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ ogs.ny.gov

CONTRACT PERIOD:
March 11, 2008 – August 15, 2017
May 9, 2008 - August 15, 2017

CONTRACTOR: Time Warner Cable
Sprint

CONTRACT NO(s).:PS63596, PS63853

SUBJECT: Time Warner Cable Internet Access speed increases and FUSF adjustment / Sprint New Products and Price reductions.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Time Warner Cable increased Internet Access speed offerings and reduced the FUSF rate.

Sprint Reduced Text Message Plan rates, added new PDA

Refer to the Price List and Contractor Information links of the Contract Award Notification (CAN) summary page.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 12, 2011

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
September 24, 2009 – August 15, 2017

CONTRACTOR: American Messaging

CONTRACT NO(s).:PS64716

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.ny.gov

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ ogs.ny.gov

SUBJECT: American Messaging USF adjustment

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

American Messaging updated the Federal USF rate.

Refer to the Price List and Contractor Information links of the Contract Award Notification (CAN) summary page.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 5, 2011

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
Various – August 15, 2017

CONTRACTOR: T-Mobile
at&t

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACT NO(s).:PS64727, PS63306

SUBJECT: T-Mobile new Rate and equipment Plans – at&t Rate and Product adjustments

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

T-Mobile has added new rate plans and products. At&t updated the wireless products, decreased the UCC rate, broke out a per minute rate for Audio Teleconferencing, additional network management equipment for Hosting Services, Enhancement to Synaptic Internet Services and Enhanced Blackberry Technical Support offering.

Refer to the Price List and Contractor Information links of the Contract Award Notification (CAN) summary page.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 3, 2011

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
Various – August 15, 2017

CONTRACTORS: **Time Warner Cable**
Verizon Business

CONTRACT NOS.: **PS63596, PS63765**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Time Warner Cable and VZB - FUSF rates Adjustments

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Time Warner Cable and Verizon Business have adjusted the Federal Universal Service Fund rates.

Refer to the Price List and Contractor Information links of the Contract Award Notification (CAN) summary page.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 17, 2011

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
Various – August 15, 2017

CONTRACTOR: ALL

PLEASE ADDRESS INQUIRIES TO:

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Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACT NO(s).: All

SUBJECT: Contract Pricing and Classification

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

All Authorized Users are advised that CTS contractors are required to offer contract pricing or better for CTS purchases.

Authorized Users should ensure that their organizations are receiving the correct classification as a governmental entity and receiving accurate CTS pricing by:

- Working directly with the contractors' dedicated CTS contract administrator rather than a customer care center or small business representative;
- Validating that contract invoices for services provided under the CTS contract are classified as a governmental entity contract purchases; and
- Verifying that invoices reflect correct CTS contract pricing.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 11, 2011

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
Various – August 15, 2017

CONTRACTOR: Sprint
Verizon Business
twtelecom

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACT NO(s).:PS63853, PS63765, PS63072

SUBJECT: Sprint - Auto-Add Flat Rate Service & Devices, Custom Voice & Data Bundle, Promotion
VZB - Auto-Add Update Toll Free(VILO), VoIP, Private Line, ISDN, FR, Ethernet, Co-Location, Internet Services and EUCL/FUSF rates
TwTelecom - Ethernet, Internet Access, MPLS and Federal Subscriber Line Surcharge.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Sprint has requested and the State has approved the addition of Flat Rate Service & Devices, Custom Voice & Data Bundle and quarterly promotions.

Verizon Business has requested and the State has approved the Auto-Add Update Toll Free(VILO), VoIP, Private Line, ISDN, FR, Ethernet, Co-Location, Internet Services and the adjustment of the Federal Universal Service Fund rate, End User Common Line Charge.

Twtelecom has requested and the State has approved the Auto-Add Update Ethernet, Internet Access, MPLS and Federal Subscriber Line Surcharge.

Refer to the Price List and Contractor Information links of the Contract Award Notification (CAN) summary page.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: November 19, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
Various – August 15, 2017

CONTRACTOR: Infohighway
American Messaging
Verizon Wireless
Intercall

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

CONTRACT NO(s).:PS63100, PS64716, PS63766, PS63101

SUBJECT: Auto-Add Update Local, LD, International, Calling Card, Directory Assistance, VOIP and Audio Conferencing / Auto-Add FUSF adjustment / Auto-Add Pricing Plans and Equipment update / Contact Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Infohighway has requested and the State has approved the update of Local, LD, International, Calling Card, Directory Assistance, VOIP and Audio Conferencing rates.

American Messaging has requested and the State has approved the adjustment of the Federal Universal Service Fund rate.

Verizon Wireless has requested and the State has approved updates to their Mobile Wireless plan and equipment pricing.

Intercall has updated the Sales contacts.

Refer to the Price List and Contractor Information links of the Contract Award Notification (CAN) summary page.

All other terms and conditions remain unchanged.

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Procurement Services Group
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Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 18, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
Various – August 15, 2017

CONTRACTOR: **Verizon Business Network Services**
Sprint Solutions, Inc
Qwest Communications
Level 3

CONTRACT NO(s).:PS63765, PS63853, PS63071, PS64723

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Auto-Add Managed Email Service / Auto-Add Voice, Data, Email, Taxes and Equipment / Updated Contact List / Updated Contact List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Business Network Services has requested and the State has approved the addition of Managed Email Services to their contract.

Sprint Solutions has requested and the State has approved updates to their Voice, Data, Email, Taxes and Equipment.

Qwest and Level 3 have made changes to their Contact Information list.

Refer to the Price List and Contractor Information links of the Contract Award Notification (CAN) summary page.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 6, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
September 24, 2009 – August 15, 2017

CONTRACTOR: **Tech Valley Communications**
CONTRACT NO.: **PS64726**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.Chudzinski@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Updated Contact List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Tech Valley Communications has made changes to their Contact Information list.

Refer to the Contractor Information link of the Contract Award Notification (CAN) summary page and then the Contact Information link for the updated list.

All other terms and conditions remain unchanged.

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Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 8, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski

(518) 474-7955
Peter.Chudzinski@ogs.state ny.us

CONTRACT PERIOD:
September 24, 2009 - August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **USA Mobility**
CONTRACT NO.: **PS64728**

SUBJECT: Service Disruption in the Ulster County, Kingston, NY Area

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

OGS has been made aware of a service disruption of USA Mobility Pager Services in the Ulster County Kingston Area due to the decommissioning of a Service Tower. OGS encourages Authorized Users to verify Service and if your pager service has experienced an outage please immediately contact:

Government Account Manager
Justin Collins
(O) 800-611-8488
(D) 703-269-6882
justin.collins@usamobility.com

Additionally please notify OGS. Peter.Chudzinski@ogs.state ny.us, (518) 474-7955

All other terms and conditions remain unchanged.

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Procurement Services Group
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Empire State Plaza
Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 30, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.Mcneil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
February 29, 2008 – August 15, 2017

CONTRACTOR: **Verizon Business**
CONTRACT NO.: **PS63765**

SUBJECT: Updated Contact List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Business Network Services Inc. has made changes to their Contact Information list.

Refer to the Contractor Information link of the Contract Award Notification (CAN) summary page and then the Contact Information link for Verizon Business for the updated list.

All other terms and conditions remain unchanged.

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Corning Tower Building
Empire State Plaza
Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 17, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
October 5, 2007 – August 15, 2007

CONTRACTOR: **At&t**
CONTRACT NO.: **PS63306**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Price list update/Contact information update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

At&t has requested and the State has approved the following updates to their price list and changes to their contact information list:

Lot 1, 2 and 3 – UCC Rate decrease from 15.3% to **13.6%**
Lot 1, 3 and 3 - Clarification on City and County Tax rate

Lot 3:

Video Conferencing – Service Enhancement to include Telepresence Services and high definition video conferencing services.

Internet Services – Service Enhancement to include Domain Name Service (DNS) pricing to include:
First 3 domain names request – no charge
Each additional domain name request - $1.00 per month per domain name
Domain name change request - $75.00 per event
Domain name registration - $75.00 per event

Mobile Wireless:

- Blackberry Stand Alone Pricing Plan **reduced** from $39.99 per month to **$34.99** per month
- Enhancement to include Unlimited voice stand alone plan $69.99 per month
- Telemetry plan **reduced** from $9.00 per month to **$3.00** per month
- Enhancement to include A657 handset. The Samsung Z657 is free when a user signs up with any of the At&t wireless voice plans valued at $29/month or greater

Wireless Data Price Plan

- Price **reduction** of 20% on 60mb / 5 Gig tiered usage basis as follows:
  - **60mb**
    - 0 – 999 new subscribers $23.20 per month
    - 1,000 – 4,999 new subscribers $20.00 per month
    - 5,000 – 9,999 new subscribers $17.60 per month
    - 10,000 and over new subscribers $15.20 per month
  - 5 Gig
    - 0 – 999 new subscribers $79.99 per month
    - 1,000 – 4,999 new subscribers $58.39 per month
    - 5,000 – 9,999 new subscribers $50. 39 per month
    - 10,000 and over new subscribers $43.99 per month

Local Correspondence Address:

At&t Corporation
1205 Troy Schenectady Road
Suite 101
Attn. Laura Edlund/Archie Quarrier
Latham, New York 12110

Contact list update:

Laura Edlund Mobile: 518-698-1386
Add John Stuhrenberg and remove Mary Pagano

Refer to the **Contractor Information** link on the Contract Award Notification (CAN) summary page for a link to the updated price list and contact list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
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Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 13, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Infohighway**
Veriz on Business Network Serv. Inc.

CONTRACT NO.: **PS63100**
PS63765

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Infohighway has requested and the State has approved the update to their price list for the change in the Universal Service Fund Charge to reflect the third quarter contribution factor of 13.6%.

Verizon Business has requested and the State has approved the updates to their price list which include the following:

- Change in the Universal Service Fund Charge to reflect the third quarter contribution factor of **13.6%** which is a decrease from the second quarter rate of 14.1%.
- Lot 2 – Category xDSL - Addition of DigiRouter – CPE to provide wireless data network connectivity
- CSA template for Ethernet Private Line (EPL) and Ethernet Virtual Private Line (EVPL)

Routing Code: 5LDI

NYS OGS Comprehensive Telecommunications Services PS63765
(Customer Specific Agreement) ("CSA")
(Ethernet Service)

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

1. Services. Verizon will provide the Services as set forth below in the section entitled "CSA Special Pricing."

2. Term and Survival. The applicable rates and charges shall be effective either: (a) when Service is installed if Customer does not receive such Services prior to the execution of this CSA; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this CSA by Customer to Verizon ("Effective Date"). It is the responsibility of Customer to secure all necessary and appropriate facilities and equipment (including any access facilities that may be required) prior to Service commencement. Failure to secure all facilities and equipment (including any access facilities that may be required) shall not delay the commencement of billing for the Service nor relieve Customer of its obligation to pay for the Service hereunder. The "Term" begins upon the Effective Date and expires upon the completion of _____(___) months. If, prior to such expiration, the Customer has not terminated this CSA by written notification to Verizon or executed a new CSA, the Service will continue on a month to month basis at the rates, terms and conditions set forth in NYS OGS Comprehensive Telecommunications Services Contract #PS63765 (the "CTS Agreement") until (i) either party terminates the Service as set forth in the CTS Agreement; or (ii) the Parties execute a new CSA. It is the responsibility of the Customer to notify Verizon if the Customer wishes to terminate Service at the expiration of the Term or wishes to execute a new CSA. Verizon will not notify the Customer of the expiration of the term.

3. CSA Special Pricing. Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this CSA do not include Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement). Any additional components or services not identified below will be provided at the rates, terms and conditions of the CTS Agreement.

(a) Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the non-recurring charges ("NRC") for **Ethernet Services** in the contiguous U.S. ("Service"), as set forth below. Customer represents that traffic transmitted between the locations on this network is: (select one)
☐ Interstate (10% or more of the traffic is Interstate in nature)
☐ Intrastate (less than 10% of the traffic is Interstate in nature)

Service Type (Check One): ___ Ethernet Private Line ___ Ethernet Virtual Private Line

Service Element	***MRC per Unit***	***NRC per Unit***

(b) **Total MRC and NRC per Unit:**
MRC: $_____
NRC: $_____

4. Termination. If Customer terminates any portion of the Service prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreement rates in effect at the time of termination and the CSA special pricing rates stated in Section 3 above for the terminated Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agreement rates in effect at the time of termination and the CSA special pricing rates stated in Section 3 above for the terminated Service.

For illustration purposes only, the following example illustrates how termination charges would be calculated in the event a customer terminated a CSA in the seventh (7th) month of the Term:

If the CSA charges are as follows:

Service Element	MRC per Unit	NRC per Unit
Standard Channel Extension - Unprotected: GigE 50 Mbps	$781.76	$900.00
Local Mileage (7 Miles)	$82.14	$0.00
Long Haul Mileage (100 Miles)	$5.74	$0.00

If the CTS Agreement charges are as follows*:

Service Element	MRC per Unit	NRC per Unit
Standard Channel Extension - Unprotected: GigE 50 Mbps	$822.91	$1,000.00
Local Mileage (7 Miles)	$86.46	$0.00
Long Haul Mileage (100 Miles)	$6.04	$0.00

* CTS Agreement charges are subject to change and shall be determined as of the date of termination.

Termination charges:

Service Element	Quantity of Terminated Service	Difference between CTS Agreement MRC and CSA MRC	Total MRC Difference	Difference between CTS Agreement NRC and CSA NRC	Total NRC Difference
Standard Channel Extension - Unprotected: GigE 50 Mbps	2	$41.15	$82.30	$100.00	$100.00
Local Mileage	7	$4.32	$30.24	$0.00	$0.00
Long Haul Mileage	100	$0.30	$30.00	$0.00	$0.00

TOTAL TERMINATION CHARGES: Pursuant to this example, if Cu stomer terminates the CSA in month 7 of the Term, Customer will pay to Verizon a Termination Liability charge equal to ($82.30 + 30.24 + $30.00) x 7 + ($100.00 + 0.00 + 0.00) = $142.54 X 7 + $100.00 = $997.78 + $100.00 = $1,097.78

Except as provided herein, all other terms and conditions of the CTS Agreement remain in full force and effect. Also, except as provided herein, .this CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of the CTS Agreement shall control.

Agreed and accepted:

_____ (Customer) VERIZON BUSINESS NETWORK SERVICES INC., on behalf of Verizon Select Services Inc.

By _____ By _____
Name/title _____ Name/title_____
Date _____ Date _____

Refer to the **Contractor Information** link on the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 4, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.Mcneil@ogs.state ny.us

CONTRACT PERIOD:
Hughes - October 7, 2009 – August 15, 1027
Intercall - August 16, 2007 – August 15, 2017
Tech Valley- Sept. 24, 2009 - August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR(S):
Hughes Network Systems LLC – PS64722
Intercall, Inc. - PS63101
Tech Valley Communications – PS64726

SUBJECT: Price List Updates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The above contractors have requested and the State has approved the following updates to their price lists:

Hughes Network Systems LLC: Update the Federal Universal Service Fund (FUSF) rate to 13.6%

Intercall, Inc.: Addition of Audio Streaming services and update the Federal Universal Service Fund (FUSF) rate to 13.6%

Tech Valley Communications: Update the Federal Universal Service Fund (FUSF) rate to 13.6%

Refer to the **Contractor Information** link on the Contract Award Notification (CAN) summary page for a link to the updated price lists.

All other terms and conditions remain unchanged.

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Corning Tower Building
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: July 23, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
September 24, 2009 - August 15, 2017

CONTRACTOR: Fiber Technologies Networks LLC
CONTRACT NO.: **PS64720**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.Mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state.ny.us

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Fiber Technologies Networks, LLC has requested and the State has approved their price list update to reflect the change in the Third Quarter 2010 Federal USF rate to 13.60%.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: July 12, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **American Messaging Services, LLC**
CONTRACT NO.: **PS64716**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
American Messaging Services, LLC has requested and the State has approved their price list update for the **Third Quarter 2010 change in the Federal USF rate to 1.64%** which is a decrease from 1.84%.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 29, 2010

GROUP: 77017 – Comprehensive Telecommunication Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **DiRad Technologies**
CONTRACT NO.: **PS64718**

SUBJECT: Price List Update

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.Mcneil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

DiRad Technologies has requested and the State has approved the updates to their price list which include the addition of new services.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 17, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Wireless**
CONTRACT NO.: **PS63766**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Wireless has requested and the State has approved the updated price list which includes the following:

- Addition of Nationwide Unlimited Calling Plan
- NYS Expanded Footprint Local Share Plans have been moved from "Promotional "to permanent $14.99 Secondary Line plan has been added
- NYS Expanded Footprint local plans for Business have been removed
- Nationwide Unlimited Calling plan removed
- Removed America's Choice for Business
- Reflects updated Cost Table
- Reflects updated Equipment Pricing, Inclusive of Motorola Droid

Refer to the **Contractor Information** section of the Contract Award Notification summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 12, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Intercall**
CONTRACT NO.: **PS63101**

SUBJECT: Billing Error

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Due to an error in Intercall's billing system, the last page of the April 2010 invoice contains Service Fees for conference calling services which are un authorized. This error has been corrected and future invoices will not contain these charges. Authorized Users sh ould not pay for th ese charges when payment is re mitted for the April 2010 invoices. However, if pay ment is made, a cred it for th ese charges will appear in the May 31 invoice. The Federal Universal Service Fund Contribution fee is an appropriate charge and should be paid.

OGS encourages all Authorized Users to carefully review their invoices for inaccuracies and unauthorized charges. Such issues should be brought to the attention of the contact listed above.

If you have any questions, please contact Joe Kirch of Intercall:
Phone: 631-261-1781
Cell Phone: 646-924-8599
Email: jkirch@intercall.com

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 27, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna. McNeil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR(S): **InfoHighway Communications**
USA Mobility Wireless, Inc.

CONTRACT NO(S).: **PS63100**
PS64728

SUBJECT: Price List Update
Address Change

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

InfoHighway Communications has requested and the State has approved the updates to their price list which include the following:

Local:

1. Added Direct Inward Dial Number Block 20 & 100 Block –Integral component for Voice T1.
2. Added Voice T1 (Flat Rated) 100,000 Local Minute Plan- Bundle 100, 000 local minutes with circuit for $599.
3. Added Voice T1 (100,000 Minute Local, Regional & Long Distance) – Bundled service

Toll Free: Decreased On Net (Dedicated and Switched) Interstate and Intrastate Usage Rates.

Centrex: Added "Other Charges" that includes additional functions/features that can be used/purchased with Centrex service.

VoIP: Upgraded Hosted VoIP with better value by marked decrease in installation along with more feature rich service.

ISDN:

1. Added Direct Inward Dial Number Block 20 & 100 Block –Integral component for Voice T1.
2. Added ISDN PRI (Flat Rated) 100,000 Local Minute Plan- Bundle 100, 000 local minutes with circuit for $599
3. Added ISDN PRI (100,000 Minute Local, Regional & Long Distance) – Bundled service

Internet Access: Added upgraded new routers and discontinued obsolete routers.

USA Mobility Wireless, Inc. has relocated its corporate headquarters to the following address (effective 04/30/10):

USA Mobility Wireless, Inc.
6858 Versar Center, Suite 420
Springfield, Virginia 22151

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list and the updated address.

All other terms and conditions remain unchanged.

New York State Office Of General Services
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Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 22, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Cable**
CONTRACT NO.: **PS63596**

SUBJECT: Update Price List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Time Warner Cable has requested and the State has approved the updates to their price list which includes the following:

- Update the Federal Universal Service Fund Rate, currently at 12.3% changing to **14.10**%.
- Increase Directory Assistance to $1.99 based on MSRP increase.

Refer to the Contractor Information section of the Contract Award Summary (CAN) page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 13, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

CONTRACT PERIOD:
September 24, 2009 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTORS: American Messaging Services, LLC
Warwick Valley Telephone Co.

CONTRACT NOS.: PS64716
PS6472 9

SUBJECT: Price List Update with Federal Universal Service Fund Update
and
Contact Change

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

American Messaging Services, LLC has requested and the State has approved an update to their price list which reflects the change to the percentage being charged for the Federal Universal Service Fund according to the Federal Communications Commission Contribution Factor. The rate has increased from 1.69% to 1.84% for the second quarter of 2010.

Warwick Valley Telephone Company has a new contact:
Elizabeth Backus, Marketing Manager Business Solutions
Phone: (315) 579-7112
Email: e.backus@wvtc.com

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to American Messaging's updated price list and Warwick Valley Telephone Company's updated contact information.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 8, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTORS: **PAETEC**
T-Mobile USA Inc.

CONTRACT NOS.: **PS63070**
PS6472 **7**

SUBJECT: Price List Updates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Paetec has requested and the State has approved the updates to their price list which include addition of services and deletion of services.

T-Mobile has requested and the State has approved the updates to their price list which include addition of plans and reduced prices.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 17, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
March 16, 207 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **Verizon Business**
CONTRACT NO.: **PS63765**

SUBJECT: Update Price List/Customer Specific Agreement (CSA) templates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Business has requested and the state has approved the updates to their price list which include the addition of services, reduction of prices and clarifications to services along with CSA's for Data Center Colocation, Voice over IP Service (VOIP) with Private IP (PIP) and Network Access Service, Transparent LAN Service (TLS) and Contact Center Services.

Additions include:

- Ethernet Virtual Private Line National
- Ethernet Private Line Metro
- Ethernet Private Line Access National
- Ethernet Private Line National
- Verizon Select Services Inc. Ethernet Private Line
- Ancillary charges

The Universal Service Fund Charge current Contribution Factor is now 14.1%, and increase from the third quarter rate of 12.9%.

Routing Code: 5V

NYS OGS Comprehensive Telecommunications Services PS63765
("CTS Agreement")
(ICB Contract)
Transparent LAN Service ("TLS" or "Service")
(PSC Service)

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

TLS Service and Charges: Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this ICB Contract do not include Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement). Any additional components or services not identified below will be provided at the rates, terms and conditions provided for in CTS Contract #PS63765.

TLS Service Type (check all that apply):
_____ Ethernet Multipoint Service ("EMS") a/k/a Ethernet LAN Service ("ELAN")
_____ Ethernet Relay Service ("ERS") a/k/a Ethernet Virtual Private Line ("EVPL")

Quantity	Service Item	Non Recurring Charges ("NRC") per Unit	Monthly Recurring Charges ("MRC") per Unit	Total NRC	Total MRC

(i) Applicable tariff nonrecurring charges will apply to any move or relocation of an existing Service or change to initial Customer configuration.
(ii) An Interoffice (IOF) Mileage rate of $100 per IOF Mile applies when local customer serving office is different from the installed TLS serving office and only for those IOF Miles greater than 20 miles.

Service Period: Customer will purchase the Service from Verizon for _____ (___) months following the execution of this ICB Contract, installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services ("Effective Date").

Termination. If Customer terminates any Item of the Service (ELAN and/or EVPL) prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreement rates in effect at the time of termination and the ICB Contract special pricing rates stated in the Service and Charges section above for the terminated Item of the Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agreement rates in effect at the time of termination and the ICB Contract special pricing rates stated above for the terminated Item of the Service.

In addition, all remaining circuits in Service (ELAN and/or EVPL) will revert to the standard rates for the Service set forth in the CTS Agreement until the expiration of that Agreement or until (i) the parties execute a new ICB Contract; or (ii) Customer terminates the Service as set forth in the CTS Agreement.

For illustration purposes only, the following example illustrates how termination charges would be calculated in the event a customer terminated an ICB Contract for TLS in the seventh (7th) month of the Term:

Service Type:
__X__ Ethernet Multipoint Service ("EMS") a/k/a Ethernet LAN Service ("ELAN")
_____ Ethernet Relay Service ("ERS") a/k/a Ethernet Virtual Private Line ("EVPL")

If the ICB charges are as follows:

Service Item	Quantity	Unit MRC	Total MRC	Unit NRC	Total NRC
Standard Access – 1000 Mbps	2	$2,800.00	$5,600.00	$1,300.00	$2,300.00
IOF – Per Mile (If <=20 miles, no charge applies)	4 (miles)	$0.00	$0.00	$0.00	$0.00

If the CTS Agreement charges are as follows*:

Service Item	Quantity	Unit MRC	Total MRC	Unit NRC	Total NRC
Standard Access – 1000 Mbps	2	$3,200.00	$6,400.00	$1,300.00	$2,300.00
IOF – Per Mile	4 (miles)	$100.00	$400.00	N/A	N/A

* CTS Agreement charges are subject to change and shall be determined as of the date the Customer terminates all or part of the Service.

Termination charges:

Service Item	Difference between CTS Agreement Total MRC and ICB Total MRC	Difference between CTS Agreement Total NRC and ICB Total NRC
Standard Access – 1000 Mbps	$800.00	$0.00
IOF – Per Mile	$400.00	N/A

Total termination charges: Pursuant to this example, if customer terminates the ICB in month 7 of the Term, Customer will pay to Verizon a Termination Charge equal to: 7 X ($800.00 + $400.00) = 7 X $1,200.00 = $8,400.00

Service Continuation: (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to the applicable monthly rates set forth in the CTS Agreement. The rates, terms and conditions of the CTS Agreement will govern the service arrangement prospectively. If the CTS Agreement no longer exists, then the Service will be subject to disconnection upon the expiration of the Service Period of this ICB Contract. If, upon expiration of the Service Period, there is a delay in reverting rates to the rates in the CTS Agreement, or in disconnecting the Services if the CTS Agreement is no longer in effect, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period. It is the responsibility of the Customer to notify Verizon if the Customer wishes to terminate Services at the expiration of the Service Period or wishes to execute a new ICB Contract. Verizon will not notify the Customer of the expiration of the Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

Locations: Service shall be provided to Customer at the following locations. Other Customer locations may be added to this ICB Contract only upon mutual written agreement of the parties.

Except as provided herein, all the other terms and conditions remain of the CTS Agreement remain in full force and effect. Also, except as provided herein, this ICB Contract does not supercede the CTS Agreement and in all other as pects the terms and conditions of the CTS Agreement shall control.

Agreed and accepted:

_____ (Customer)
on behalf of Verizon New York Inc.

By _____

Name/title _____

Date _____

VERIZON BUSINESS NETWORK SERVICES INC.,

By _____

Name/title_____

Date _____

For Internal Purposes: Verizon Business Services **Routing Code: 4**

NYS OGS Comprehensive Telecommunications Services PS63765
(Customer Specific Agreement) ("CSA")
Data Center Colocation ("Service")

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

1. Services. Verizon will provide the Services as set forth below in the section entitled "CSA Special Pricing."

2. Term and Survival. The applicable rates and charges shall be effective either: (a) when Service is installed if Customer does not receive such Services prior to the execution of this CSA; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this CSA by Customer to Verizon ("Effective Date"). The "Term" begins upon the Effective Date and expires upon the completion of _____(___) months. If, prior to such expiration, the Customer has not terminated this CSA by written notification to Verizon or executed a new CSA, the Service will continue on a month to month basis at the rates, terms and conditions set forth in NYS OGS Comprehensive Telecommunications Services Contract #PS63765 (the "CTS Agreement") until (i) either party terminates the Service as set forth in the CTS Agreement; or (ii) the Parties execute a new CSA. It is the responsibility of the Customer to notify Verizon if the Customer wishes to terminate Service at the expiration of the Term or wishes to execute a new CSA. Verizon will not notify the Customer of the expiration of the term.

3. CSA Special Pricing. Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this CSA do not include Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement). Verizon may change the MRC for power on a once per calendar year basis. [DRAFTER's NOTE: If this Agreement is longer than 3 years, add the following language: "Verizon may change the MRC for space at the end of every three (3) years of the Term."] Any additional components or services not identified below will be provided at the rates, terms and conditions provided for in the CTS Agreement.

(a) Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the non-recurring charges ("NRC") for **Data Center Colocation Services** in the contiguous U.S. ("Service"), as set forth below.

Data Center Type (check one): ____ Standard ___ Advanced ____ Premium

Service Element	*MRC*	*NRC*	*Installation*	*Other*

(b) **Total Charges:**
MRC: _____
NRC: _____
Installation: _____
Other:_____

4. Termination. If Customer wishes to terminate the Service, the Service must be terminated in its entirety. If Customer terminates the Service prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreement rates in effect at the time of termination and the CSA MRC special pricing rates stated in Section 3 above, for each Service Element of the terminated Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agreement rates in effect at the time of termination and the CSA NRC special pricing rates stated in Section 3 above, for each Service Element of the terminated Service.

For illustration purposes only, the following example illustrates how termination charges would be calculated in the event a customer terminated a CSA in the seventh (7th) month of the Term:

Data Center Type: Premium Data Center Colocation

If the CSA charges are as follows

Service Element	Qty	Unit MRC	Total MRC	Unit NRC	Total NRC
Custom Installation	1	N/A	N/A	$25,000.00	$25,000.00
Cabinet/space Footprint	20	$700.00	$14,000.00	Above	Above
20 Amp 120V AC power	20	$400.00	$8,000.00	$1,000.00	$20,000.00
Cross Connects (Fiber)	40	$40.00	$1,600.00	N/A	N/A
Data Center Access Connections – 20 Mbps	20	$950.00	$19,000.00	$600.00	$12,000.00

If the CTS Agreement charges are as follows*:

Service Element	Qty	Unit MRC	Total MRC	Unit NRC	Total NRC
Custom Installation	1	N/A	N/A	$29,500.00	$29,500.00
Cabinet/space Footprint	20	$800.00	$16,000.00	Above	Above
20 Amp 120V AC power	20	$440.00	$8,800.00	$1,000.00	$20,000.00
Cross Connects (Fiber)	40	$50.00	$2,000.00	N/A	N/A
Data Center Access Connections – 20 Mbps	20	$1,011.25	$20,225.00	$600.00	$12,000.00

* CTS Agreement charges are subject to change and shall be determined as of the date the Customer terminates all or part of the Service.

Termination charges:

Service Element	Difference between CTS Agreement Total MRC and CSA Total MRC	Difference between CTS Agreement Total NRC and CSA Total NRC
Custom Installation	N/A	$4,500.00
Cabinet/space Footprint	$2000.00	Above
20 Amp 120V AC power	$800.00	$0.00
Cross Connects (Fiber)	$400.00	N/A
Data Center Access Connections – 20 Mbps	$1,225.00	0.00

Total termination charges: Pursuant to this example, if customer terminates the CSA in month 7 of the Term, Customer will pay to Verizon a Termination Charge equal to 7 X ($2000.00 + $800.00 + $400.00 + $1,225.00) + $4,500.00 = 7 X $4,425.00 + 4,500.00 = $30,975 + $4,500.00 = $35,475.00.

Except as provided herein, all other terms and conditions of the CTS Agreement remain in full force and effect. Also, except as provided herein, this CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of the CTS Agreement shall control, including but not limited to the Customer's requirement to provide adequate insurance under the CTS Agreement.

Agreed and Accepted:

_____ ("Customer") VERIZON BUSINESS NETWORK SERVICES INC., on behalf of MCI Communications Services, Inc.

By _____
Name/title _____
Date _____

By _____
Name/title_____
Date _____

For Internal Purposes: Verizon Business Services **Routing Code: 1/2/3**

NYS OGS Comprehensive Telecommunications Services PS63765
(Customer Specific Agreement) ("CSA")
(Contact Center Services)

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

1. Services. Verizon will provide the Services as set forth below in the section entitled "CSA Special Pricing."

2. Term and Survival. The applicable rates and charges for Contact Center Services shall be effective either: (a) when Service is installed if Customer does not receive such Services prior to the execution of this CSA; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this CSA by Customer to Verizon ("Effective Date"). The "Term" begins upon the Effective Date and expires upon the completion of _____(___) months. If, prior to such expiration, the Customer has not terminated this CSA by written notification to Verizon or executed a new CSA, the Service will continue on a month to month basis at the rates, terms and conditions set forth in NYS OGS Comprehensive Telecommunications Services Contract #PS63765 (the "CTS Agreement") until (i) either party terminates the Service as set forth in the CTS Agreement; or (ii) the Parties execute a new CSA. It is the responsibility of the Customer to notify Verizon if the Customer wishes to terminate Service at the expiration of the Term or wishes to execute a new CSA. Verizon will not notify the Customer of the expiration of the term.

3. CSA Special Pricing. Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this CSA do not include Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement). Any additional components or services not identified below will be provided at the rates, terms and conditions provided for in CTS Contract #PS63765.

(a) Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the non-recurring charges ("NRC") for **Contact Center Services** in the contiguous U.S. ("Service"), as set forth below.

Contact Center Type (check one): ___ ECR Basic ___ ECR Advanced ____IP IVR Basic
____ IP IVR Advanced _____ Web Center _____ IP Toll Free

Service Element	*Quantity*	*Unit MRC*	*Total MRC*	*Total NRC*
Total	-----	-----		

(b) **Total MRC and NRC:**
MRC: _____
NRC: _____

4. Termination. If Customer terminates the Service or any portion of the Service prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreement rates in effect at the time of termination and the CSA MRC special pricing rates stated in Section 3 above for the terminated Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agreement rates in effect at the time of termination and the CSA NRC special pricing rates stated in Section 3 above for the terminated Service.

For illustration purposes only, the following example illustrates how termination charges would be calculated in the event a customer terminated a CSA in the seventh (7th) month of the Term:

Contact Center Type: **ECR Basic**

If the CSA charges are as follows:

Service Element	Quantity	Unit MRC	Total MRC	Unit NRC	Total NRC
ECR Platform Usage (minutes)	50,000	$0.0400	$2,000.00	N/A	N/A
Platform Features:					
Menu Routing *(per call)*	10,000	$0.0150	$150.00	N/A	N/A
Message Announcement *(per call)*	5,000	$0.0150	$75.00	N/A	N/A
ECR Application Fee	1	$100.00	$100.00	N/A	N/A

If the CTS Agreement charges are as follows*:

Service Element	Quantity	Unit MRC	Total MRC	Unit NRC	Total NRC
ECR Platform Usage (minutes)	50,000	$0.0450	$2,250.00	N/A	N/A
Platform Features:					
Menu Routing *(per call)*	10,000	$0.0200	$200.00	N/A	N/A
Message Announcement *(per call)*	5,000	$0.0200	$100.00	N/A	N/A
ECR Application Fee	1	$100.00	$100.00	N/A	N/A

* CTS Agreement charges are subject to change and shall be determined as of the date of termination.

Termination charges:

Service Type/Element	Difference between CTS Agreement Total MRC and CSA Total MRC	Difference between CTS Agreement Total NRC and CSA Total NRC
ECR Platform Usage (minutes)	$250.00	N/A
Platform Features:		
Menu Routing *(per call)*	$50.00	N/A
Message Announcement *(per call)*	$25.00	N/A
ECR Application Fee	$0.00	N/A

Total termination charges: Pursuant to this example, if customer terminates the CSA in month 7 of the Term, Customer will pay to Verizon a Termination Charge equal to : 7 X ($ 250.00 + $ 50.00 + $ 25.00 + $ 0.00) = 7 X $325.00 = $2,275.00

5. Additional Terms and Conditions. This CSA incorporates the following:

Statement of Work ("SOW") [DRAFTER's NOTE: Attach applicable SOW]

Except as provided herein, all other terms and conditions of the CTS Agreement remain in full force and effect. Also, except as provided herein, this CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of the CTS Agreement shall control.

Agreed and Accepted:

_____ ("Customer")

By _____
Name/title _____
Date _____

VERIZON BUSINESS NETWORK SERVICES INC., on behalf of MCI Communications Services, Inc.

By _____
Name/title_____
Date _____

For Internal Purposes: Verizon Business Services **Routing Code: 1/2**

NYS OGS Comprehensive Telecommunications Services PS63765
(Customer Specific Agreement) ("CSA")
Voice over IP Service ("VOIP") with Private IP ("PIP") and Network Access Service

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

1. Services. Verizon will provide the Services (defined to include VOIP, PIP and Network Access Service as a bundled Service) as set forth below in the section entitled "CSA Special Pricing." Installation, as applicable, may be scheduled between the hours of 8AM and 7PM ET Monday through Friday (excluding holidays).

2. Term and Survival. The applicable rates and charges for the Services shall be effective either: (a) when Services are installed if Customer does not receive such Services prior to the execution of this CSA; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this CSA by Customer to Verizon ("Effective Date"). The "Term" begins upon the Effective Date and expires upon the completion of _____(___) months. If, prior to such expiration, the Customer has not terminated this CSA by written notification to Verizon or executed a new CSA, the Services will continue on a month to month basis at the rates, terms and conditions set forth in NYS OGS Comprehensive Telecommunications Services Contract #PS63765 (the "CTS Agreement") until (i) either party terminates the Services as set forth in the CTS Agreement; or (ii) the Parties execute a new CSA. It is the responsibility of the Customer to notify Verizon if the Customer wishes to terminate Services at the expiration of the Term or wishes to execute a new CSA. Verizon will not notify the Customer of the expiration of the term.

3. CSA Special Pricing. Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this CSA do not include Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement). Any additional components or services not identified below will be provided at the rates, terms and conditions provided for in CTS Contract #PS63765.

(b) Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the non-recurring charges ("NRC") for **Voice over IP Services** in the contiguous U.S. ("VOIP"), as set forth below. Additional charges apply for PIP and Network Access Service as set forth in sections (b) and (c) below.

Service Type (check all that apply): ___ IP Flexible T1 ___ IP Integrated Access ___IP Trunking
___ Hosted IP Centrex

Type of Plan (if applicable): _____

Service Element	*Quantity*	*Unit MRC*	*Total MRC*	*NRC*

(b) Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the non-recurring charges ("NRC") for **Private IP Services** in the contiguous U.S. ("PIP"), as set forth below.

Private IP Service Element	*MRC per Unit*	*NRC per Unit*

(c) Customer will pay the following MRCs which are fixed for the Term of this CSA and the NRCs for **Network Access Services**.

Circuit Type	*CLLI Code*	*MRC per Unit*	*NRC per Unit*

(d) **Total MRC and NRC:**
MRC: _____
NRC: _____

4. Termination. Customer must maintain the Services (each Service Element) set forth in Section 3 above ("Mi nimum Configuration") to avoid termination liability charges. If Customer terminates Services below the Minimum Configuration prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreem ent rates in effect at the time of termination and the CSA MRC special pricing rates stated in Section 3 above for the terminated Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agree ment rates in effect at the t ime of termination and the CSA NRC special pricing rates stated in Section 3 above for the terminated Service.

In addition, all remaining Service will revert to the then current CTS Agreement rates for the Service set forth in Contract #PS63765 until (i) the parties execute a new CSA; or (ii) Customer terminates the Service as set forth in Contract #PS63765.

For illustration purposes only, the following example illustrates how termination charges would be calculated in the event a customer decreases its minimum configuration in the seventh (7th) month of the Term:

Service Type: ___ IP Flexible T1 ___ IP Integrated Access _x__IP Trunking ___ Hosted IP Centrex
Type of Plan: <u>250 Local and LD (250 LD minutes included)</u>

Customer Minimum Configuration:
Service Elements:

Concurrent Call Path	102
Type 2 CEA Access – 20 Mbps @ 100 Mbps Interface	2
15 Mbps PIP Port	2
9.216 Mbps PIP Gold CAR	2

In 7th Month of Service Period, Customer Decreases Quantity to:
Service Elements:

Concurrent Call Path	82
Type 2 CEA Access – 20 Mbps @ 100 Mbps Interface	2
15 Mbps PIP Port	2
9.216 Mbps PIP Gold CAR	2

If the CSA charges are as follows:
Service Type: ___ IP Flexible T1 ___ IP Integrated Access _x__IP Trunking ___ Hosted IP Centrex
Type of Plan: <u>250 Local and LD (250 LD minutes included)</u>

Service Element	Quantity	Unit MRC	Total MRC	Unit NRC	Total NRC
VoIP Service Establishment Fee	1	N/A	N/A	$750.00	$750.00
Concurrent Call Paths	20	$21.00	$420.00	N/A	N/A

If the CTS Agreement charges are as follows*:
Service Type: ___ IP Flexible T1 ___ IP Integrated Access _x__IP Trunking ___ Hosted IP Centrex
Type of Plan: <u>250 Local and LD (250 LD minutes included)</u>

Service Element	Quantity	Unit MRC	Total MRC	Unit NRC	Total NRC
VoIP Service Establishment Fee	1	N/A	N/A	$1,000.00	$1,000.00
Concurrent Call Paths	20	$19.60	$392.00	N/A	N/A

* CTS Agreement charges are subject to change and shall be determined as of the date of termination.

Termination charges:

Service Element	Difference between CTS Agreement Total MRC and CSA Total MRC	Difference between CTS Agreement Total NRC and CSA Total NRC
VoIP Service Establishment Fee	N/A	$250.00
Concurrent Call Paths	$28.00	0.00

Total termination charges: Pursuant to this example, Customer will pay to Verizon a Termination Charge equal to : 7 X $28.00 + $250.00 = $196.00 + $250.00 = $446.00.
In addition, all remaining Service will revert to the then current CTS Agreement rates for the Service set forth in Contract #PS63765 until (i) the parties execute a new CSA; or (ii) Customer terminates the Service as set forth in Contract #PS63765.

6. Additional Terms and Conditions. This CSA incorporates the following Appendix which must be completed by the Customer as part of this CSA whenever a new VOIP Service Administrator is named or removed, or whenever an existing VOIP Service Administrator needs a new password:

Appendix I – Designation of Customer VOIP Administrator(s) with CPNI Authorization

Except as provided herein, all other terms and conditions of the CTS Agreement remain in full force and effect.

Also, except as provided herein, this CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of the CTS Agreement shall control.

Agreed and Accepted:

_____ ("Customer") VERIZON BUSINESS NETWORK SERVICES INC., on behalf of MCI Communications Services, Inc.

By _____ By _____
Name/title _____ Name/title_____
Date _____ Date _____

Appendix I
Designation of Customer VOIP Administrator(s) with CPNI Authorization

Customer	**[INSERT CUSTOMER FULL LEGAL NAME]**
Signature	
Name	
Title	
NASP ID AND GUDUNS ID (where available)	

A. Administrator Access to CPNI and Designation as CPNI Authorizer for Users. On behalf of itself and its affiliates, the Customer named above, through its authorized representative's signature, hereby designates the individuals listed below or in an attachment containing the same data elements, as VOIP Administrators, with the authority to designate end users authorized to access CPNI of Customer and its affiliates, as specified below (collectively "Administrators") for MCI Communications Services, Inc., d/b/a Verizon Business Services and its affiliates set forth in the Service Publication and Price Guide located at www.verizonbusiness.com/guide (collectively or individually "Verizon").

Administrator Name	Title	Tel. No.	Email	Postal Address	Add	Remove
					☐	☐
					☐	☐

Customer will so designate as Administrators all representatives who are authorized to manage Customer's use of Verizon VOIP service, including through the online applications made available by Verizon to Customer for its use. This designation, and any subsequent additions or removals of Administrators, will be effective within a reasonable period after Verizon has received a signed writing with the content set out above. Administrators are authorized to access the Customer Proprietary Network Information ("CPNI")* of Customer and its affiliates.

B. User Access CPNI via Online Applications. Customer representatives ("Users") designated by Administrators as authorized to access "ICP" (Integrated Communications Package) or other online applications made available by Verizon in connection with VOIP service are also authorized to access the CPNI of Customer and its affiliates through those online applications. This VOIP-specific CPNI access authorization is independent of any general CPNI authorization or deauthorization, and this authorization is not withdrawn by the withdrawal of a general CPNI authorization. In order to withdraw the VOIP-specific CPNI authorization established hereby, a Customer Administrator must permanently withdraw the User(s) access to ICP and all other VOIP-related online applications that may provide access to CPNI.

* CPNI includes information about the quantity, technical configuration, type, destination, location, and amount of use of telecommunications or interconnected voice over Internet Protocol services purchased from Verizon or its affiliates that is made available to Verizon or its affiliates solely by virtue of your relationship with Verizon or its affiliates and related local exchange or toll billing information.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for the updated price list and CSA templates.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 5, 2010

GROUP: 77017 - Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Intercall Inc.**
CONTRACT NO.: **PS63101**

SUBJECT: EMAIL CORRECTION

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the email address for **Tim Devereux of Intercall** referred to in the pervious Purchasing Memorandum dated March 4, 2010 is incorrect.

The correct email:**tedevere@intercall.com**

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 4, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15 2017

CONTRACTOR: **Intercall Inc.**
CONTRACT NO(S).: **PS63101**

SUBJECT: Audio Conferencing Services

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
The Governor's Office of Tax Payer Accountability has directing all state agencies to utilize Intercall Inc. for their teleconferencing service needs. This Initiative is also available to all other authorized users of New York State's contracts who choose to participate.

The new pricing for purchases under the aggregate initiative are as follows:

- Aggregate best offer per minute pricing : $.01532
- Old CTS per minute pricing: $.0275
- Available 24 hours a day 7 days a week throughout the entire State (Statewide), Operator Assistance is availability. The per minute price includes: local and long distance and is based on a per line dial in.

Federal Universal Service Fund Contribution factor, which is 14.1% applies to all interstate and international audio conferencing services billed in the US.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the update price list. Agencies may reach out directly to Intercall by contacting one of the following representatives:

Joseph Kirch	Phone: 631-261-1781	Email: jkirch@intercall.com
Tim Devereux	Phone: 773-272-0590	Email: tdevere@intercall.com
Vickie Earl	Phone: 703-387-0151	Email: vearl@intercall.com

All other terms and conditions remain unchanged.

20268.75.doc/T07dmn

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Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 25, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR(S): ALL
CONTRACT NO(S).: ALL

SUBJECT: Unauthorized Telephone Charges

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

OGS has become aware of situations in which Authorized Users have been billed for unauthorized telephone charges after an employee provided their business telephone number on a website. Authorized Users are encouraged to advise their employees that they should exercise extreme caution when providing their business telephone numbers over the Internet or through promotional emails or postal mailings, and or telemarketing as these maybe "cramming".

Authorized Users are also encouraged to closely review their telephone bills to check for unauthorized charges. If such charges are discovered, the billing company should be contacted in order to request a credit for the same and a written request for termination of such services should be provided to the billing company.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 16, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.Mcneil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
September 24, 2009 – August 15, 2017

CONTRACTOR: **American Messaging**
CONTRACT NO.: **PS64716**

SUBJECT: Federal Universal Service Fund Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

American Messaging has requested and the State has approved the update to their price list which reflects the change to the percentage being charged for the Federal Universal Service Fund according to the Federal Communications Commission Contribution Factor. The rate has increased from 1.36% to 1.69% for the first quarter of 2010.

Refer to the **Contractor Information** link on the Contract Award Notification (CAN) summary page for a link to their updated price list.

All other terms and conditions remain unchanged.

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Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 10, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Paetec**
CONTRACT NO.: **PS63070**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Paetec has requested and the State has approved the following additions to their price list:

Lot 1 – Local Service:
TruConnect DS3
TruConnect DID Porting

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 3, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
May 09, 2008 - August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **Sprint Solutions**
CONTRACT NO.: **PS63853**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Sprint has requested and the State has approved the following updates to their NYS price list for Mobile wireless services, **Lot 3**:

1. **Voice Service Plans:**
   a. Sprint Business Essential with Messaging and Data Plans: Fo r existing customers only: No New Accounts.
   b. Directory Assistance 411: $1.79 per call (Airtime charges apply)
   c. Call Forwarding: $.20 per minute
   d. Sprint Worldwide Voice Plan
   e. New: Nextel Custom NDC Plan NET MRC $20.99 with Zero (0) Anytime Minutes und Unlimited Direct Connect, Group Connect and Messages included. Voice overage $0.40/minute

2. **Voice Plan Attachable Options:**
   a. Change: 2500 Anytime Minutes Attachable has increased from 2000 minutes to 2500 minutes
   b. Change: Nextel Unlimited Talk Group Add-on has decreased from MRC $25 to NET MRC $10 and requires the activation of a Nextel Voice Service Plan
   c. Change: Sprint Unlimited Team DC (if NDC on Sprint device) has decreased from MRC $25 to NET MRC $10 and requires the activation of a Sprint Voice Service Plan
   d. New: Mobile Integration Cisco $4.95
   e. New: Mobile Integration Avaya $4.95

3. **Data Service Pack**
   a. New: Static IP Address (Reserved for CDMA) $762 : 1 Account
   b. New: 3G/4G Mobile Broadband Plan MRC $59.99 (4G services not yet available in NY)
   c. Change: Sprint CDMA 25 MB Data Access Plan for Business has decreased from NET MRC $25 to NET MRC $10. Sprint Data Access Plans for Business are not eligible for service credits, wireless device discounts, or rebates. Customer Premise Equipment, installation, Managed Network Services and maintenance support are not included. Overage rate is $0.0010/KB

4. **Data Applications**
   a. Change: Agilis Smartcall Price has changed to $14.99
   b. Change: Air Trak Phone Application: No Activation Fee
   c. Change: Air Trak Advanced Phone Plan has changed to $19.95
   d. New: Xora Etrace Pro $19.95
   e. New: Xora Time Track for PND $24.98
   f. New: Xora GPS Time Track Basic (BMF plus Java) $21.99
   g. New: Xora GPS Time Track Business Plus (BMF plus Java) $25.98
   h. New: Vettro 360 Full Version $50
   i. New: Vettro 360 Single Module $25
   j. New: Vettro SW SVc Contractor $55
   k. New: Telenav Track Asset/Vehicle Tracker $21.99
   l. New: Telenav Track Lite $22.99
   m. New: Telenav Track Premium $27.99
   n. New: Telenav Track Standard $14.99
   o. New: Telenav Vehicle Mgr Premium $ 39.99
   p. New: Telenav Route Optimizer $24.99

5. **Honored Not Offered:** Simply Everything plus Mobile Broadband Plan, Unlimited Direct Connect and Group Connect $5, Mobile Voice Control $6, Sprint Mobile to Office 1000: $15, Sprint Mobile to Office 10,000: $25, International Data Services, Gear Works Etrace Pro, Onroute From TMW & Qualcomm, Qualcomm ICC IES Mobile, Wallace WIC Commander, Wallace WIC Messenger, Wallace WIK Responder.

6. **Mobile Wireless**
   Federal Rates (applies only to wireless service – does not apply to equipment):
   a. 14.10% Federal USF Ld Surcharge on interstate toll. (This full rate is only applied to overage charges)
   b. 3.43% Federal USF Non-Ld Surcharge on MRC, airtime and messaging.

7. **CDMA Vision**
   a. Sanyo 2700 Promotional Price Free ends 2/13/10
   b. Sanyo 3810 Promotional Price Free ends 2/13/10
   c. Samsung M220 End of Life: Promotional Price Free ends 2/13/10
   d. LG Lx 290 Promotional Price $79.99 ends 2/13/10
   e. Samsung M320 No Longer Available

8. **CDMA EVDO**
   a. LG Lotus LX600 Promotional Price $29.99 ends 2/13/10
   b. New: LG Lotus Elite Promotional Price $99.99 ends 2/13/10
   c. Sanyo Eclipse X: End of Life: Promotional Price $79.99 ends 2/13/10
   d. New: Sanyo Incognito Promotional Price $49.99 ends 2/13/10
   e. Samsung Rant M540 End of Life
   f. Samsung Highnote M630 End of Life: Promotional Price $49.99 ends 2/13/10
   g. Instinct Samsung M800 End of Life
   h. New Samsung Instinct HD Promotional Price $249.99 ends 2/13/10
   i. Samsung Exclaim M550 Promotional Price $49.99 ends 2/13/10
   j. Samsung Instinct s30 Promotional Price $49.99 ends 2/13/10

9. iDEN NDC on Nextel

a. i580 End of Life
b. V555 End of Life
c. I365IS Promotional Price $299.99 ends 2/13/10
d. I465 Clutch Promotional Price $39.99 ends 2/13/10
e. New i680 Motorola Brute Promotional Price $117.99 ends 2/13/10
f. New i776 Purple: Promotional Price $39.99 ends 2/13/10
g. New I856 Motorola Debut Promotional Price $99.99 ends 2/13/10
h. I920 Promotional Price Free ends 2/13/10
i. I880 No Longer Available

10. CDMA NDC on Sprint

a. LG LX 400 No Longer Available
b. Samsung Z400 No Longer Available

11. CDMA PDA

a. New HTC Hero Promotional Price $179.99 ends 2/13/10
b. HTC Touch Diamond End of Life
c. New Palm Pixi Promotional Price $99.99 ends 2/13/10
d. HTC Touch Pro End of Life
e. HTC Touch Pro 2 Promotional Price $199.99 ends 2/13/10
f. Palm Treo Pro Promotional Price $149.99 ends 2/13/10
g. New Blackberry Curve 8530 Promotional Price $49.99 ends 2/13/10
h. Blackberry 8830 End of Life
i. Blackberry Tour 9630 Promotional Price $149.99 ends 2/13/10
j. New Samsung Intrepid Promotional Price $149.99 ends 2/13/10
k. New Samsung Moment Promotional Price $179.99 ends 2/13/10
l. Blackberry Curve 8330 End of Life
m. HTC Snap Promotional Price $49.99 ends 2/13/10

12. CDMA Mobile Broadband Card

a. New U301: 3G/4G (4G not available in NY) Promotional Price Free ends 2/13/10
b. Sierra AC 595 End of Life
c. Novatel MiFi 2200 Promotional Price Free ends 2/13/10
d. New Sierra Overdrive 3G/4G (4G not available in NY) Promotional Price $99.99 ends 2/13/10

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: January 27, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
October 5, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR(S): AT&T

CONTRACT NO(S).: PS63306

SUBJECT: **Price List Updates**
Contact Information Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

At&t has requested and the State has approved the following updates to their NYS price list:

- **Lot 3 / Audio Teleconferencing price reduction** for Toll Free Dial In/Reservationless Services from $0.050 per minute to $0.029 per minute, a savings of 42%.

- **Lot 3 Wireless Data Price Plan** to include reduced pricing based on tiered usage basis as follows:
  60mb – 0 - 999 new subscribers $29.00 per month
  1,000 – 4,999 new subscribers $25.00 per month
  5,000 – 9,999 new subscribers $22.00 per month
  10,0000 and over new subscribers $19.00 per month

  5 Gig – 0 – 999 new subscribers $99.99 per month
  1,000 – 4,999 new subscribers $72.99 per month
  5,000 – 9,999 new subscribers $62.99 per month
  10,000 and over new subscribers $54.99 per month
  Additional information pertaining to this price plan can be found on the price list.

- **Lot 1, Lot 2 and Lot 3 Clarification on Administrative Expense Fee**
  - At&t will continue to apply credit to offset the Administrative Expense Fees associated with UCC and payphone use charge as well as AT&T Digital Link (ADL) portability fee billed on the OneNet invoice.

- **Lot 1, Lot 2 and Lot 3 All - UCC** Rate Increase to reflect 14.1% effective 1/1/2010.

- Change in Local Correspondence Address to:
  AT&T Corporation,
  1205 Troy Schenectady Road
  Suite 101
  Latham, New York 12110
  Attn. Laura Edlund / Archie Quarrier

- Change in Remit to address for the OneNet Voice Accounts and the Data Private Line effective 01/12/2010 as follows:

Service	**Current Remit Address**	**New Remit Address Effective 01/12/2010**	**Overnight Payment address effective 01/12/2010**
VOICE ONENET	AT&T PO Box 13140 Newark, NJ 07101-5640 and AT&T PO Box 78214 Phoenix, AZ 85062-8214	AT&T PO Box 5094 Carol Stream, IL 60197-5094	AT&T Wholesale ROC Attn: SDN Processing 4513 Western Avenue Lisle, IL 60532
DATA PRIVATE LINE	AT&T PO Box 78425 Phoenix, AZ 85062-8425	AT&T PO Box 5099 Carol Stream, IL 60197-5099	AT&T Wholesale ROC Attn: DCS Processing 4513 Western Avenue Lisle, IL 60532

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list and the updated contact information.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: January 19, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTORS: **American Messaging Services USA Mobility Wireless Inc.**

CONTRACT NOS.: **PS64716**
PS6472 8

SUBJECT: Replaced Contracts

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Contracts PS61189 and PS61188 Group77013 Award 19031 have been replaced by contract numbers referenced above.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: January 13, 2010

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Fiber Technologies Networks**
CONTRACT NO(S).: **PS64720**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.Mcneil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Price List Update request

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Fiber Technologies Networks has requested and the state has approved the updates to their price list which include the addition of the following:

Long Haul Charge Between Cities:

Up to 50 Meg Circuit	$35 Per Mb
51 to 100 Meg Circuit	$25 Per Mb
101 to 200 Meg Circuit	$20 Per Mb
201 Meg Circuit	$15 Per Mb

The addition of the following counties have been added (subject to fiber availability):
Broome, Chemung, Cortland, Fulton, Genesee, Kings, Livingston, Niagara, Oneida, Oswego, Queens, Steuben, Tioga, and Wyoming.

Refer to the **Contractor Information** section of the Contract Award Notification summary page for a link to the updated price list dated 01/10/2010.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: December 22, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **ALL**

CONTRACT NO(S): **ALL**

SUBJECT: **OFT PLAN TO PROCURE (PTP) UPDATE**

ALL STATE AGENCIES :

The Office for Technology has recently informed OGS that the following service categories now require OFT approval prior to an NYS agency purchasing these services:

Lot 1 – Voice Services
Toll Free Service – Switched Access and Dedicated Access
Lot 3 – Managed Services
Video Conferencing/Bridging Services.

CIO/OFT PLAN TO PROCURE POLICY

Regardless of dollar value, notification of **any and all purchases** of technology and technology-related products, materials, services, ancillary or related products and services, or otherwise that meet the submission thresholds defined in this policy shall be submitted to the Chief Information Officer/Office for Technology (CIO/OFT) by means of the "Plan to Procure" (PTP) on-line application and process. Please refer to the attached flowchart outlining the new procedure and process. For additional information about the CIO/OFT's PTP process, please visit their website at:
http://www.oft.state ny.us/Policy/NYS-P08-001.pdf

OFT Approval Required	OFT Approval Not Required
LOT 1 - Voice Services	**LOT 1 - Voice Services**
• All service involving OFT Centralized Telecommunications Systems	• Long Distance Service
• Local Exchange Service	
• Centrex Service	• Calling Card Service
• VoIP Service	• Directory Assistance
· Toll Free Service – Switched Access	• Pay Telephone Service
· Toll Free Service – Dedicated Access	
LOT 2 - Connectivity Services	**LOT 2 - Connectivity Services**
• All Service involving connectivity to the NYeNet	• Switched 56kbps Service
• Private Line Data Service	• ISDN Service
• Frame Relay Service	• xDSL Service
• ATM Service	• Broadband Cable Service
• SONET Service	• Fixed Wireless Service **
• Ethernet Service	
LOT 3 - Managed Services	**LOT 3 - Managed Services**
• Internet Access Service	• Internet Hosting Service
• Audio Teleconferencing	
• MPLS	• Interactive Voice Response
· **Video Conferencing/Bridging Services**	• Co-Location
	• Student Re-Sale
	• Mobile Wireless **
	• Broadcast Communication Services
	• Emergency Notification Systems

Reference the Office for Tech nology Policy 96-2A for furth er clarification and guidance. http://www.oft.state ny.us/policy/tp_96a.htm

**Additionally contract users must adhere to NYS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

All other terms and conditions remain unchanged.

New York State Office Of General Services
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Corning Tower Building
Empire State Plaza
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http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: December 21, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR(S): ALL
CONTRACT NO(S).: ALL

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Telecommunications Symposium Presentation

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Our first Telecommunication Symposium held on December 9, 2009 was recorded and is now available on our website along with the two power point presentations. Click on the link below to access all three files.

http://www.ogs.state ny.us/purchase/snt/awardnotes/7701720268SymposiumInfo.pdf

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: December 15, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
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OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 1017

CONTRACTOR(S): Intercall, Inc.
twtelecom
CONTRACT NO(S).: PS63101
PS6307 2

SUBJECT: Price List Updates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Intercall, Inc. and **tw telecom** have requested and and the State has approved the following updates to their NYS price lists:

Intercall Inc.:

Lot 3 – Video Conferencing category – addition of web conference services, event registration and support services, and unified communication products: Crisis Connect, Meeting Sense, Goldmail, and Brainshark.

Twtelecom:

Lot 3 - Internet Access category – addition of pricing options for Burstable Internet Access (100 Mbps -1000 Mbps)
Lot 3 – MPLS category - a reduction in all MPLS price offering options

Refer to the **Pricing Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price lists.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: December 14, 2009

GROUP: 77017 – Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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Donna McNeil
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(518) 474-4579
donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 1017

CONTRACTOR(S): **USA Mobility**

CONTRACT NO(S).: **PS64728**

SUBJECT: Price List Updates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

USA Mobility has requested and the State has approved the following updates to their price list:

Lot 3 Mobile Wireless:

Ready Call Service	$11.90 per unit per month
Ready Call Chargers	$2.95 per charger per month
Ready Call Device Replacement	$40.00
Ready Call Charger Base Replacement	$49.95
Multi-state coverage	$1.50 additional per unit per month

Refer to the **Pricing Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price lists.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
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Albany, New York 12242
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: November 5, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Sprint Solutions, Inc.**
CONTRACT NO(S).: **PS63853**

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Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Sprint has requested and the State has approved the following updates to their NYS price list:

1. **New: Voice Service Plans:**
   a. Business Advantage Talk Plan 200, 450, 900, 1350, 2000, 4000
   b. Business Advantage Messaging Plans 200, 450, 900, 1350, 2000, 4000
   c. Business Advantage Messaging and Data 200, 450, 900, 1350, 2000, 4000

2. **New/Change: Data Service Packs**
   a. New: AIRAVE Coverage Only, AIRAVE Equipment, AIRAVE Single Line Unlimited, AIRAVE Multi-line Unlimited
   b. New: 3G/4G Mobile Air Cards: 4G services not available in New York only available when roaming in launched markets
   c. New: Data Link Network Fee
   d. Change: Unlimited Mobile Broadband Services was $42.99 now $39.99.
   e. Name Change: Data Pack (Powersource) 1XRTT now called Data Service Pack

3. **New: Data Applications**
   a. Air-Trak Portable Tracking Unit, Air-Trak Vertical Plan, Air-Trak Windows Device-Advanced, Air-Trak Windows Device-Standard

4. **New: BES**
    a. BlackBerry Enterprise Server v5.0: BES 5.0 w /20 User Lic Exchange $ 3,200.00, BES 5.0 w/20 User Lic Domino $ 3,200.00, BES 5.0 w/20 User Lic GroupWise $ 3,200.00, BES 5.0 w/1 User Lic Exchange $ 2,299.00, BES 5.0 w/1 U ser Lic Domino $ 2, 299.00, BES 5.0 w/1 user Lic GroupWise $ 2,299.00, BES 5.0 Upgrade Exchange $699, BES 5.0 Upgrade Group Wise $699, BES 5.0 Upgrade Domino $699
    b. BES Professional Software: Pro 5 User BES 4.1 Exchange $339, Pro 5 User BES 4.1 Domino $339, Pro 10 User BES 4.1 Exchange $579, Pro 10 User BES 4.1 Domino $579, BES Trade-Up Key $2299.00

5. **Honored Not Offered:** Unlimited Picture Mail Pack (CDMA), Sprint WiFi Monthly Access Plan iDEN Only, Connection Card AL3500, Unlimited Plan SSLG Std. Encryption, SSLG Gateway/Server, SSLG Gateway Implementation, SMMS – Sprint Mobility Management Security, @Road Pathway Two Year Agreem ent and One Year Agreem ent, @ Roadway Pathway Barcode Fee, @ Road Pathway iLM, Air Clic MP Services, Qualcomm ICC IES Mobile

6. **CDMA Powervision, CDMA Powervision 2, CDMA Powervision 3 Tab: Now named CDMA EVDO**
    a. LG LX (LX600): Promotional Price $49.99 ends November 15, 2009
    b. Instinct Samsung M800: Promotional Price $99.99 ends November 15, 2009
    c. Samsung Instinct s30: Promotional Price $99.99 ends November 15, 2009
    d. Katana Eclipse & Katana Eclipse X: End of Life
    e. LG 160 No Longer Available
    f. LG LX 370 New: Promotional Price Free, ends November 15, 2009
    g. Samsung Reclaim New: Promotional Price $49.99 ends November 15, 2009
    h. Samsung Highnote: Promotional Price Free ends November 15, 2009
    i. Samsung M520 End of Life

7. **Vision, Vision 2: Now named CDMA Vision**
    a. Samsung M220 End of Life
    b. Rumor LG 260 End of Life
    c. S1 Sanyo 2500 End of Life
    d. Sanyo 2700 New: Promotional Price $29.99 ends November 15, 2009
    e. Katana LX 3800: Promotional Price $29.99 ends November 15, 2009
    f. Rumor LG LX290 New: Promotional Price $29.99 ends November 15, 2009
    g. Samsung M240 New: Promotional Price 419.99 ends November 15, 2009
    h. Samsung M330: Promotional Price Free ends November 15, 2009
    i. Palm Pre: Promotional Price $149.99 ends November 15, 2009

8. **Connection Cards 1, Connection Cards 2: Now named CDMA Mobile Broadband Card**
    a. Merlin Novatel Ex720 End of Life
    b. Sierra U595 End of Life
    c. Sierra 597E End of Life
    d. Airave New: Promotional Price $99.99 ends November 15, 2009
    e. Novatel C777 New: Promotional Price $79.99 ends November 15, 2009
    f. U300 3G/4G New: Promotional Price Free ends November 15, 2009 *4G currently not available in NY
    g. Sierra 595U End of Life: Promotional Price Free ends November 15, 2009

9. **NDC on Nextel, NDC on Nextel 2: Now named IDEN NDC on Nextel**
    a. I335 End of Life
    b. I365: Promotional Price $99.99 ends November 15, 2009
    c. I576: Promotional Price $69.99 ends November 15, 2009
    d. I580: Promotional Price $117.99 ends November 15, 2009
    e. I880: Promotional Price $136.99 ends November 15, 2009
    f. I920: Promotional Price $99.99 ends November 15, 2009
    g. R765is: New Promotional Price $1194.99 ends November 15, 2009
    h. I465: New Promotional Price $49.99 ends November 15, 2009

10. **PowerSource**
    a. ic502 End of Life

11. **NDC on Sprint: Now named CDMA NDC on Sprint**
    a. Sanyo Pro 200 End of Life
    b. Sanyo Pro 700: Promotional Price $79.99 ends November 15, 2009
    c. LG LX 400 End of Life
    d. Samsung Z400 End of Life: Promotional Price Free ends November 15, 2009
    e. Motorola V950 Promotional Price $119.99 ends November 15, 2009

12. **PDA 1, PDA 2, PDA 3: Now named CDMA PDA**
    a. Blackberry 8830: Promotional Price $99.99 ends November 15, 2009
    b. Blackberry Pearl 8130: Promotional Price $29.99 ends November 15, 2009
    c. Blackberry Tour 9630 New: Promotional Price $199.99 ends November 15, 2009
    d. Palm Pre New: Promotional Price $149.99 ends November 15, 2009
    e. HTC Touch Pro 2 New: Promotional Price $319.99 ends November 15, 2009
    f. Palm Centro: Promotional Price $29.99 ends November 15, 2009
    g. HTC Snap: Promotional Price $99.99 ends November 15, 2009

13. **Interactive Voice Response (IVR)**
    Pricing Remains the same

Refer to the **Pricing Information** Section of the Contract Award Notifications (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: November 2, 2009

GROUP: 77017 - Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
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(518) 474-4579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
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(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **ALL**
CONTRACT NO(S).: **ALL**

SUBJECT: Comprehensive Telecommunication Services (CTS) Symposium

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
The Office of General Services, Procurement Services Group, wishes to invite you to a symposium on the use of Comprehensive Telecommunications Services (CTS) contracts, Group 77017, Award 20268. We have provided a link for your reference.

http://www.ogs.state ny.us/purchase/snt/awardnotes/7701720268can.HTM

The Symposium will be held in Albany, NY at the Empire State Plaza, in Meeting Room 6 on December 9, 2009 from 10AM – 3PM.

For information regarding parking at the Empire State Plaza, refer to the link below:

http://www.ogs.state ny.us/parking/forVisitor/visitor.html

Lunch may be obtained at any one of the various venues located in the Empire State Plaza.

Representatives from OGS, OFT and various contract holders will be in attendance to provide contract information, answer questions and inform you of any contract specials that they may offer or plan on offering.

We will have a session on contract usage:

- How to maximize Telecommunications resources
- How to analyze your invoices.
- Office for Technology (OFT) PTP (Plan to Procure) requirements
- How to use the Comprehensive Telecommunications Contracts (CTS) to negotiate better pricing.
- How to ensure that usage for T-1 lines, Mobile wireless and other services are appropriate. That you are not paying for services, capacity or minutes that you don't use or conversely incurring additional charges for exceeding usage limits.
- Contract Update Procedures

You will have an opportunity to meet one on one with representatives of the various contract holders to discuss your specific concerns.

We are seeking your assistance in planning this event. Please provide us with your concerns with regards to the items listed above and any other areas of concern you may have regarding the Telecommunications (CTS) contracts. We want this event to be interactive. We want to learn from you; what are your needs, concerns, suggestions and how can OGS assist you to maximize your resources.

Please provide a list of questions, suggested topics and a tentative number of employees who will be participating to Donna McNeil by November 20, 2009. Her contact information is:

Telephone: 518-474-4579
e-mail: donna.mcneil@ogs.state ny.us

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 29, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Warwick Valley Telephone Co.**
Information Regarding Pagers

CONTRACT NO(S).: **PS64729**

SUBJECT: **Correction & Information**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The price list for Warwick Valley Telephone Co. (WVT) originally included Wireless Services. This pricing was posted in error and has been removed.

The Lots and Categories awarded to WVT are as follows:

Lot 1 – Voice over IP (VOIP), Regional
Lot 2 – Private Line Data Service, Regional
Lot 3 – Co Location, Orange County ONLY

Pagers are now included as a part of contracts resulting from RFP 20268. They are reflected under Lot 3, Mobile Wireless.

To view the Lots and categories awarded to all Contract holders refer to the chart on Page 30 of the Contract Award.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
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http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 22, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Cable**
CONTRACT NO.: **PS63596**

SUBJECT: Price List Update/Customer Service Agreement (CSA)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Time Warner Cable has requested and the State has approved modifications to Ethernet and Dedicated Internet Access pricing regarding updates to the Federal Universal Service Fund Rate and the attached Customer Service Agreements (see pages 2 - 5 of this Purchasing Memo).

Refer to the **pricing section** of the Contract Award Notifications (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

Time Warner Cable Ethernet Service

Pursuant to NYS Office of General Services Contract PS63596

(Customer Specific Agreement) ("CSA")

SAMPLE

Time Warner Cable shall provide Customer with Ethernet Private Line service between the two service locations listed below based upon the terms and conditions of the New York State Office of General Services Contract PS63596.

Customer Name:	
Date:	

Section 1. Billing Information

Billing Name:	
Street Address:	
Suite information:	
City, State and Zip Code:	
Billing Contact:	
Contact phone number:	

Section 2. Service location Information

Service Location A	
Service Location Name:	
Street Address:	
Room/Suite information:	
City, State and Zip Code:	
Installation Contact:	
Contact phone number:	
Service Location Z	
Service Location Name:	
Street Address:	
Room/Suite information:	
City, State and Zip Code:	
Installation Contact:	
Contact phone number:	

Section 3. Initial Term of Service

Term:	**Effective Date:**
XX months(renewed each fiscal year)	**From the date of Time Warner Cable Completion Notice**

Section 4. Circuit and Pricing Information

Customer will not be eligible to receive any other additional discounts, promotions and/or credits. The rates and charges set forth in this CSA do not include, but are subject to Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement, award 20268). Any additional components or services not identified below will be provided at the rates, terms and conditions of the CTS Contract number PS 63596.

Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the Installation costs and One-Time Costs for Ethernet **Services** as set forth below/

Circuit Description	Monthly Recurring Charge	Installation Cost	One-Time Cost

Section 5. Additional Terms and Conditions
In lieu of One-time costs (defined in NYS OGS Contract PS63596) of $_____per circuit referenced in Section 4, customer agrees to an initial term of service outlined in this agreement in Section 3.

In the event that the customer terminates any portion of the Service prior to the expiration of the Term, customer will pay to Time Warner Cable, the remaining construction liability which has been reduced by 1/xxth per circuit, per month from Effective date to Termination Date and based upon the months of term customer has contracted for (e.g. 1/12, 1/24, 1/36th etc.)

Except as provided herein, all other terms and conditions of the CTS Agreement remain in full force and effect. This CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of CTS Contract number PS 63596 shall control

Customer:	**Time Warner Cable**
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Calculation Example:

Should termination of a circuit occur after the 36th month, the Customer's reduced liability for the One-time construction would be:

Original One-time construction per circuit:	$20,219.67
Less; 36 months@ $336.99	($12,131.78)
Reduced per circuit One time Costs due at Termination date:	$8,087.89

Time Warner Cable Dedicated Internet Access

Pursuant to NYS Office of General Services Contract PS63596

(Customer Specific Agreement) ("CSA")

SAMPLE

Time Warner Cable shall provide Customer with Dedicated Internet Access (DIA) service at the location listed below based upon the terms and conditions of the New York State Office of General Services Contract PS63596.

Customer Name:	
Date:	

Section 1. Billing Information

Billing Name:	
Street Address:	
Suite information:	
City, State and Zip Code:	
Billing Contact:	
Contact phone number:	

Section 2. Service location Information

Service Location	
Service Location Name:	
Street Address:	
Room/Suite information:	
City, State and Zip Code:	
Installation Contact:	
Contact phone number:	

Section 3. Initial Term of Service

Term:	**Effective Date:**
XX months(renewed each fiscal year)	**From the date of Time Warner Cable Completion Notice**

Section 4. Circuit and Pricing Information

Customer will not be eligible to receive any other additional discounts, promotions and/or credits. The rates and charges set forth in this CSA do not include, but are subject to Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement, award 20268). Any additional components or services not identified below will be provided at the rates, terms and conditions of the CTS Contract number PS 63596.

Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the Installation costs and One-Time Costs for Dedicated Internet Access as set forth below/

Circuit Description	**Monthly Recurring Charge**	**Installation Cost**	**One-Time Cost**

Section 5. Additional Terms and Conditions
In lieu of One-time costs (defined in NYS OGS Contract PS63596) of $_____per circuit referenced in Section 4, customer agrees to an initial term of service outlined in this agreement in Section 3.

In the event that the customer terminates any portion of the Service prior to the expiration of the Term, customer will pay to Time Warner Cable, the remaining construction liability which has been reduced by 1/xxth per circuit, per month from Effective date to Termination Date and based upon the months of term customer has contracted for (e.g. 1/12, 1/24, 1/36th etc.)

Except as provided herein, all other terms and conditions of the CTS Agreement remain in full force and effect. This CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of CTS Contract number PS 63596 shall control

Customer:	**Time Warner Cable**
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Calculation Example:

Should termination of a circuit occur after the 36th month, the Customer's reduced liability for the One-time construction would be:

Original One-time construction per circuit:	$20,219.67
Less; 36 months@ $336.99	($12,131.78)
Reduced per circuit One time Costs due at Termination date:	$8,087.89

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 29, 2009

GROUP: 77017 Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
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Donna.Mcneil@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 to August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **Verizon Wireless**
CONTRACT NO(S).: **PS63766**

SUBJECT: Managing and Reducing Wireless Service Cost

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Wireless My Business Account helps you save time managing your wireless service costs.

Manage your agency's wireless accounts online.
View and pay bills, manage accounts, retrieve reports, and order new devices whenever you need to. It's everything your business needs to keep its wireless accounts on track:

Make payments online.
- View balance as of last payment.•
- Access up to 12 months of payment history.•
- Simplify billing and payment processes by paying online:•
  - Select from multiple payment options, including one-time or —recurring payments.
- Pay multiple Verizon Wireless accounts at one time:•
  - Simplify your payment process by paying for all statements from —a single bank or credit card account.

Receive exclusive benefits.
Registered customers will have the monthly fee of Backup Assistant• waived.

Manage your accounts online.

Activate upgraded or existing devices (i.e., change electronic serial • numbers [ESNs] online).
Change wireless user information.•
Reset wireless user voice mail passwords.•
Suspend or resume service.•

Access online statements.

View multiple bills from a single interface with 24/7 availability.•
Gain quick access to current statements:•
Review the most recent statement (within five days of billing —cycle close).
View unbilled voice and data usage accrued since the most —recent statement.
View and download call details per wireless user or account.—
Compare plan allowance minutes vs. actual minutes used.—
Opt for paperless billing to eliminate paper bills.•

Order accessories and upgrade equipment using your government-approved credit card or purchase order.

Enjoy the flexibility of placing orders from a single login or an • agency-specific URL.
Buy online today and receive your business discount for all online • purchases.
Get free shipping and free returns on all orders.•

Use robust reporting tools.

Use standard and customized reporting options:•
Determine whether wireless users are on the right calling plan.—
Customize select reports with filters.—
View and download all report options.—
Download and view account level and wireless number reports:•
Analyze trends by wireless number, department, or —billing account.
Review billed and unbilled usage activity.—
Incorporate activity from multiple Verizon Wireless billing —accounts into a single report.
Create agency-specific structures to organize costs by • department level:
Review costs by call type and usage type, such as peak, off-peak, —and National Mobile to Mobile Calling.
Send electronic bill summaries to wireless users.—

ManageyourAGENCY'sWIRELESS accountsonline.

Examples of My Business Account reports.
Account level reports.

– 20 longest calls
– 20 most expensive calls
– 20 most called numbers
– 20 most expensive called numbers
– 20 most called countries
– Cost summary by call type
– Cost summary by month
– Cost summary by time period
– Summary usage

Wireless number reports.

– Top 10 most expensive calls
– Calls by call type
– Charges by call type
– Minutes by call type
– Calls by destination
– Charges by destination
– Minutes by destination
– Calls by call origination
– Charges by call origination
– Minutes by call origination
– Calls by rate period
– Charges by rate period
– Minutes by rate period
– Device report

Advanced reporting options.

– Additional charges
– Airtime charges detail
– Airtime charges summary
– Call detail
– Data usage
– Deactivated mobile number report
– Suspended mobile number report
– Grand total
– National Mobile to Mobile Calling/Mobile to Mobile Network report
– Memo bill status report
– Monthly usage
– View structure
– Raw data download (available by request)
– Global summary report

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 15, 2009

GROUP: 77017 – Comprehensive Telecommunication Services (CTS)

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR(S): ALL
CONTRACT NO(S).: ALL

PLEASE ADDRESS INQUIRIES TO:

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customer.services@ogs.state ny.us

SUBJECT: Comprehensive Telecommunication Services (CTS) Symposium

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The Office of General Services, Procurement Services Group, wishes to invite you to a symposium on the use of Comprehensive Telecommunications Services (CTS) contracts, Group 77017, Award 20268. We have provided a link for your reference.

http://www.ogs.state ny.us/purchase/snt/awardnotes/7701720268can.HTM

The Symposium will be held in Albany, NY at the Empire State Plaza. The date and time of the Symposium will be announced in a separate communication.

Representatives of OGS and the contract holders will be in attendance to provide contract information, answer questions and inform you of any contract specials that they may offer or plan on offering.

We will have a session on contract usage:

- How to maximize Telecommunications resources
- How to analyze your invoices.
- How to use the Comprehensive Telecommunications Contracts (CTS) to negotiate better pricing.
- How to ensure that usage for T-1 lines, Mobile wireless and other services are appropriate. That you are not paying for services, capacity or minutes that you don't use or conversely incurring additional charges for exceeding usage limits.
- Contract Update Procedures

You will have an opportunity to meet one on one with representatives of the various contract holders to discuss your specific concerns.

We are seeking your assistance in planning this event. Please provide us with your concerns with regards to the items listed above and any other areas of concern you may have regarding the Telecommunications (CTS) contracts. We want this event to be interactive. We want to learn from you; what are your needs, concerns, suggestions and how can OGS assist you to maximize your resources.

Please provide a list of questions, suggested topics and a tentative number of employees who will be participating to Donna McNeil by September 28, 2009. Her contact information is:

Telephone; 518 474-4579
e-mail: donna.mcneil@ogs.state ny.us

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http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 9, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **Verizon Business**
CONTRACT NO.: **PS63765**

SUBJECT: Price List Update and Additional Customer Specific Agreement Template

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon has requested the following changes which include enhancements to some services, clarification of Centrex electronic set pricing, clarification of availability of analog and digital DS0 service and price changes which reflect adjustments in the End User Common Line Charge as well as the Universal Service Fund Charge. Also included is a Customer Specific Agreement template for Private IP and Network Access Services.

- Lot Group 1 Centrex clarification to demonstrate how pricing will be applied should a user require more than 33% digital sets.
- Lot Group 1 correction of certain Voice Mailbox optional feature monthly and nonrecurring rates which may result in a credit to users who have subscribed to these features.
- Lot Group 1 enhancement to VOIP service with update to pricing and inclusion of additional related CPE.
- Lot Group 2 enhancement to Private Line Service to clarify availability of both analog and digital DS0 Service.
- Lot Group 3 enhancement to provide certain network engineering and other professional services which authorized users may desire.
- Lot Group 3 enhancement to provide Internet Dedicated-Managed Service and related CPE.
- Lot Group 3 enhancement of Audio Conferencing Service to provide Net Conferencing Named Host as an interactive, Internet-based service allowing geographically dispersed people to share information and/or edit documents online while discussing them on the phone.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the updated Price List.. All other Contract terms and conditions remain unchanged.

For Internal Purposes: Verizon Business Services **Routing Code: 1/2**

NYS OGS Comprehensive Telecommunications Services PS63765
(Customer Specific Agreement) ("CSA")
(Private IP and Network Access Service)

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

1. Services. Verizon will provide the Services (defined as both the Private IP and Network Access Service as a bundled Service) as set forth below in the section entitled "CSA Special Pricing."

2. Term and Survival. The "Service Activation Date" for Service ordered hereunder will be the date the Private IP Service is available to route IP packets at Customer's site. The applicable rates and charges shall be effective either: (a) on the Service Activation Date if Customer does not receive such Services prior to the execution of this CSA; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this CSA by Customer to Verizon ("Effective Date"). The "Term" begins upon the Effective Date and expires upon the completion of thirty-six (36) months. If, prior to such expiration, the Customer has not terminated this CSA by written notification to Verizon or executed a new CSA, the Service will continue on a month to month basis at the rates, terms and conditions set forth in NYS OGS Comprehensive Telecommunications Services Contract #PS63765 (the "CTS Agreement") until (i) either party terminates the Service as set forth in the CTS Agreement; or (ii) the Parties execute a new CSA. It is the responsibility of the Customer to notify Verizon if the Customer wishes to terminate Service at the expiration of the Term or wishes to execute a new CSA. Verizon will not notify the Customer of the expiration of the term.

3. CSA Special Pricing. Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this CSA do not include Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement). Any additional components or services not identified below will be provided at the rates, terms and conditions of the CTS Agreement.

(a) Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the non-recurring charges ("NRC") for **Private IP Services** in the contiguous U.S. ("PIP"), as set forth below. Additional charges apply for Network Access Service as set forth in section (b) below. Installation may be scheduled between the hours of 8AM and 7PM ET Monday through Friday (excluding holidays).

Private IP Service Element	*MRC per Unit*	*NRC per Unit*

(b) Customer will pay the following MRCs which are fixed for the Term of this CSA and the NRCs for **Network Access Services**.

Circuit Type	*CLLI Code*	*MRC per Unit*	*NRC per Unit*

(c) **Total MRC and NRC per Unit:**
MRC: $_____
NRC: $_____

4. Termination. If Customer terminates any portion of the Service prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreement rates in effect at the time of termination and the CSA special pricing rates stated in Section 3 above for the terminated Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agreement rates in effect at the time of termination and the CSA special pricing rates stated in Section 3 above for the terminated Service.

For illustration purposes only, the following example illustrates how termination charges would be calculated in the event a customer terminated a CSA in the seventh (7th) month of the Term:

If the CSA charges are as follows:

Service Element	MRC per Unit	NRC per Unit
384 Kbps PIP Port	$214.50	$0.00
256 Kbps Gold CAR	$98.10	$0.00
Network Access – DS1	$100.00	$0.00

If the CTS Agreement charges are as follows*:

Service Element	MRC per Unit	NRC per Unit
384 Kbps PIP Port	$328.90	$100.00
256 Kbps Gold CAR	$112.70	$0.00
Network Access – DS1	$100.00	$200.00

* CTS Agreement charges are subject to change and shall be determined as of the date of termination.

Termination charges:

Service Element	Quantity of Terminated Service	Difference between CTS Agreement MRC and CSA MRC	Total MRC Difference	Difference between CTS Agreement NRC and CSA NRC	Total NRC Difference
384 Kbps PIP Port	2	$114.40	$228.80[1]	$100.00	$200.00[2]
256 Kbps Gold CAR	2	$14.60	$29.20[1]	$0.00	$0.00
Network Access	2	$0.00	$0.00[1]	$100.00	$200.00[2]

Total termination charges: Pursuant to this example, if customer terminates the CSA in month 7 of the Term, Customer will pay to Verizon a Termination Liability charge equal to ($228.80[1] + $29.20[1] + $0.00[1]) x 7 months + ($200.00 + 200.00) = $1,806.00 + $400.00 = Total termination charges of $2,206.00.

Except as provided herein, all other terms and conditions of the CTS Agreement remain in full force and effect. Also, except as provided herein, .this CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of the CTS Agreement shall control.

Agreed and accepted:

_____ (Customer)

VERIZON BUSINESS NETWORK SERVICES INC., on behalf of MCI Communications Services, Inc.

By _____
Name/title _____
Date _____

By _____
Name/title_____
Date _____

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 3, 2009

GROUP: 77017 – Comprehensive Telecommunication Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR(S): **Verizon Wireless**

CONTRACT NO(S).: **PS63766**

SUBJECT: Price List Updates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Wireless has requested and the State has approved the following updates to their price list:

Page #3	Unlimited Mobile Broadband dropped from $42.99 to $39.99
Page #4 Prom	Includes addition of 200/400/700 min. "NYS Expanded footprint local share Plans" otional offer through 9/30/09
Page#29 V	Reflects equipment additions including:

erizon Wireless MiFi	$49.99
RIM Storm	$99.99
RIM Tour	$199.99
XV 6175 Ozone	$119.99

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 20, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTORS: **AT&T**
InfoHighway
Sprint Solutions

CONTRACT NO.: **PS63306**
PS6310 0
PS6385 3

SUBJECT: Price List Update/Address Change/Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

AT&T has requested and the State has approved the following changes to their price list:

- Lot 2 / Private Line Data enhancement to include pricing for Local Channel pricing outside of New York State
- Lot 3 / Internet Access enhancement to include Hi Cap pricing to accommodate for flexible bandwidth on an as needed basis.
- Lot 3 / Audio Teleconferencing enhancement to include price reduction for Automated Access Bridge Arrangement Toll Free Dial In/Reservationless Services.
- Lot 3 / Video Conferencing Services enhancement to include pricing for AT&T Connect under Video Conferencing Services.
- Lot 3 / Business National Flat Rate enhancement to existing Bundles Pooled Nation Plan to provide cost savings for authorized users who wish to select a flat rate plane with no minutes.
- Lot 3 / PDA Enterprise Good and Microsoft - enhancement to include price reduction on existing plan for PDA Enterprise Good and Microsoft Software
- Lot 3 / Bundled Wireless Services enhanced voice and data pricing plans providing savings to allow the NYS authorized users to take full advantage of the data features on their device with the voice plan option that best fits their needs which provides a significant cost savings compared to buying each product individually.

InfoHighway has a new address:

InfoHighway
800 Westchester Avenue Suite N501
Rye Brook, NY 10573

Sprint Solutions has requested and the State has approved the following price list updates:

1. **New: Voice Service Plans:**
   Simply Everything Plus Mobile Broadband
   Sprint Month to Month
   Sprint Business Essentials with Messaging and Data

2. **New/Change: Voice Plan Attachable Options:**
   Change: Unlimited Direct Connect now includes Group Connect
   New: Unlimited Talk Group
   New: iDEN National Second Line Service

3. **Honored not Offered:** Vettro, @Road Geo Manager and Talk 450, Sprint WiFi Daily Access Plans, Sprint WiFi International Access Plans, Unlimited Messages Enhanced, Nextel Direct Connect Unlimited and International

4. **New/Price Change: Data Applications:**
   Change: Cheetah Software A-P
   New: Trimble/Geo Manager
   Change: GST Optima price has decreased.
   i. 1-100 users decreased from $21.00 to $9.95
   ii. 101-250 users decreased from $19.00 to $9.95
   iii. 251-500 users decreased from $17.00 to $9.95
   iv. 501-1000 users decreased from $15.00 to $9.95
   v. v. 1001+ users decreased from $13.00 to $9.95
   Change: WTFM Plus is now called WTFM Customer Access, WTFM Advance is now called WTFM Preventative Maintenance

5. **New/Change: Email Solutions:**
   New Primary Data Plan CDMA Only
   Change: RIM has restructured the Blackberry T-Support offering based on a formula derived from the number of users subscribed to this service.

6. **CDMA Powervision**
   LG Lotus LX 600: $49.99 Promotional Price. Promotion ends 09/30/2009.
   Muziq LG LX 570 No Longer Available
   MotoRazr V3M: No Longer Available
   Samsung Exclaim M550 New and Promotional Price $79.99. Promotion ends 09/30/2009.

7. **CDMA Powervision 2**
   Samsung Highnote M630: $49.99 Promotional Price. Promotion ends 09/30/2009.
   Samsung M520: $19.99 Promotional Price. Promotion ends 09130/2009.
   Upstage Samsung: No Longer Available

8. **CDMA Powervision 3**
   Katana Eclipse and Katana Eclipse X: $49.99 Promotional Price. Promotion ends 09/30/2009.
   Samsung Instinct S30: New Promotional Price $129.99. Promotion ends 09/30/2009.
   Samsung Instinct M800: Promotional Price $129.99. Promotion ends 09/30/2009.
   Touch NY HTG No Longer Available

9. Vision

Sanyo 2500: Free Promotional Price and End of Life*
*While supplies last.
Samsung M220: $19.99 Promotional Price. Promotion ends 09/30/2009.
LO 160: $29.99 Promotional Price and End of Life*
*While supplies last.
Katana LX 3800: $29.99 Promotional Price. Promotion ends 09/30/2009.
Katana II 6650: No Longer Available

10. Vision 2

Sanyo 2700: New and Promotional Price $29.99. Promotion ends 09/30/2009.
Rumor LG LX 265: New and Promotional Price $29.99. Promotion ends 09130/2009.
Rumor LG 260 End of Life*
*While supplies last.
Samsung M300 No Longer Available

11. Connection Cards 1

Merlin Novatel EX 720: Free Promotional Price. Promotion ends 09/30/2009.
Sierra U595: Free Promotional Price and End of Life*
*While supplies last.
Sierra AC 595: $99.99 Promotional Price. Promotion ends 09/30/2009.

12. Connection Cards 2

Novatel U760: $49.99 Promotional Price. Promotion ends 09/30/2009.
Novatel MR 2200: New Promotional Price $99.99. Promotion ends 09/30/2009.
Sierra 402: New Promotional Price $99.99. Promotion ends 09/30/2009.

13. NDC on Nextel

1365: $99.99 Promotional Price. Promotion ends 09/30/2009.
576: $34.99 Promotional Price. Promotion ends 09/30/2009.
i580: $58.99 Promotional Price. Promotion ends 09/30/2009.
i335 End of Life*
*While supplies last.
i615 End of Life*
*While supplies last.
1355 No Longer Available
i570 No Longer Available

14. NDC on Nextel 2

i880: $149.99 Promotional Price. Promotion ends 09130/2009.
Blackberry 8350i: $99.99: Promotional Price. Promotion ends 09/30/2009.
i920: $99.99 Promotional Price. Promotion ends 09/30/2009.
i850 No Longer Available
Stature TMi9: New Promotional Price $197.99. Promotion ends 09/30/2009.
i325 No Longer Available g. Blackberry i7100 No Longer Available

15. PowerSource

ic502 End of Life* *While supplies last.

16. NDC on Sprint

Sanyo Pro 200: End of Life*
*While supplies last.
Pro 700: $79.99 Promotional Price. Promotion ends 09/30/2009.
LG LX 400: Free Promotional Price. Promotion ends 09/30/2009.
Samsung 2400: $19.99 Promotional Price. Promotion ends 09/30/2009.
Motorola V950: $19.99 Promotional Price. Promotion ends 09/30/2009.

17. PDA 1

Blackberry 8830: $99.99 Promotional Price. Promotion ends 09/30/2009.
Blackberry 8703 No Longer Available
Blackberry Pearl 8130: $49,99 Promotional Price. Promotion ends 09/30/2009.
Blackberry Curve 8330: $49.99 Promotional Price. Promotion ends 09/30/2009.
Blackberry Tour New Promotional Price $199.99. Promotion ends 09/30/2009

18. PDA 2

Treo 800W: $49.99 Promotional Price and End of Life*
*While supplies last.
Samsung Ace i325: $49.99 Promotional Price. Promotion ends 09/30/2009.
Motorola Q9C: End of Lite*
*While supplies last.
Palm Treo Pro: New Promotional Price $199.99. Promotion ends 09/3012009.
Palm Pre: New Promotional Price $199.99. Promotion ends 09/30/2009.

19. PDA 3

Mogul PPC 6800 No Longer Available
Palm Centro: $49.99 Promotional Price. Promotion ends 09/30/2009.
HTC Snap: New Promotional Price $149.99. Promotion ends 09/30/2009.

Refer to the **Contractor Information** section of the Contract Award Notification summary page for a link to the updated price lists and the updated address.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: July 21, 2009

GROUP: 77017 Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Cable**
CONTRACT NO(S).: **PS63596**

SUBJECT: Address Change

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Time Warner Cable has a new mailing address.

Time Warner Cable
20 Century Hill Dr.
Latham, NY 12110-2116
Attention: Mr. Kevin Egan

The FID# and phone number have not changed. Refer to the contractor information link to the updated information.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: July 14, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 47404579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **AT&T**
CONTRACT NO(S).: **PS63306**

SUBJECT: Credit for Underutilization Charges for T-1 lines

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
In a prior Purchasing Memo, dated February 10, 2009, Authorized Users were informed of how to request a credit of the T-1 Underutilization charges imposed by AT&T for the months of March, April, May and/or June 2008.

A recent review of information provided by AT&T indicates that there are still authorized users who are entitled to credits that have not submitted a request for their credits. OGS strongly recommends that all authorized users take advantage of these credits.

AT&T reviewed the accounts of all affected authorized users to ensure that they were set up with a profile which would allow them to file for T-1 Underutilization credits. **AT&T has also streamlined the process for requesting these credits.** The following e-mail was sent to all affected authorized users:

You are entitled to a credit for the Mar-June 2008 T1 Underutilization Charge that appeared on your Oct/Nov 2008 OneNet account invoice. Attached are instructions on how to initiate a dispute using the AT&T Business Direct system. We have streamlined the process to make it easier for you to make a request and navigate the system using the Initiate Bill & Account Inquiries tool.

If you have any questions, please feel free to contact:
Catherine McCann
AT&T Billing Service Manager
Office Phone: 860-947-7431
Cell Phone: 860-331-7036
E-mail: cm8291@att.com
-or-
Karen M. Jubic
AT&T Service Executive - State of New York
518-437-3311
518-437-3245 (fax)
800-227-6021 x3311
kmjubic@att.com

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: July 14, 2009

GROUP: 77017 Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR(S): AT&T
Sprint
Veri zon Wireless

CONTRACT NO(S).: PS63306
PS6385 3
PS6376 6

SUBJECT: Mobile Wireless Savings

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
The Telecommunications Services Carriers listed above impose over utilization charges for Mobile Wireless Plans. Depending on the plans purchased, these charges may be assessed if your usage exceeds the plan minutes. These charges can be as high as 42 cents per minute!

In these times of fiscal constraint OGS recommends that all Authorized Users of the Comprehensive Telecommunications Services Contract review all existing Mobile Wireless charges to determine their monthly use and assess whether their current plans meet their needs and are the most prudent use of their resources.

This review will help determine if any changes to plans would result in savings.

OGS recommends that all users review their monthly Telecommunications invoices to ensure that plan minutes are actually being used, and make changes as necessary, as paying for minutes not used also has a negative fiscal impact.

OGS regularly reviews their Telecommunications bills for Mobile Wireless charges. This review examines the plans purchased, equipment utilized, and minutes used.
These reviews have resulted in total savings of approximately **$590,000 over the past 5 years.**

Additionally by changing plans to maximize resources OGS has realized additional savings of 18% over contract pricing.

Listed below are ways to reduce your costs for Mobile Wireless Services:

- Always review the Account Summary
- Check that the plan charges match the plans purchased
- Check plans available to ensure that plans meet your needs
- Standardize Equipment to lower costs
- Negotiate better pricing from carriers
- Block any costly, unnecessary services
- Pool all minutes across your agency and geographically, preferably Statewide
- Seek feedback from the users
- Centralize the review function

The carriers listed below will assist you in reviewing your present plans, usage patterns and suggest any changes to maximize your telecommunications expenditures.

The contact individuals listed below can assist you in this review:

AT&T
Laura Edlund, Client Business Manager
(518) 437-3286
Fax: (518) 437-3245
E-Mail: ledlund@att.com

Sprint
Marie Farrell, Major Account Manager
(585) 305-7295
Fax: (585) 350-2001
E-Mail: Marie.Farrell@sprint.com

Verizon Wireless
Scott Hartman
(518) 469-7900
Fax: (877) 239-7806
E-Mail: Scott.Hartman@verizonwireless.com

Use the link below for general contract information.

http://www.ogs.state.ny.us/purchase/snt/awardnotes/7701720268can.HTM

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: July 9, 2009

GROUP: 77017 Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **At&t**
CONTRACT NO(S).: **PS63306**

SUBJECT: June T-1 Underutilization Charges

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
At&t has requested that we notify customers that there may be a delay in the shortfall penalty for circuits that were underutilized for the month of June.

The $285.00 charge per underutilized circuit; was omitted from the biller for July. It will be applied on the August 2009 invoice.

If you have any questions, contact Catherine McCann of At&t by phone: 860-947-7431 or email: cm8291@att.com

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 30, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Business**
CONTRACT NO(S).: **PS63765**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Price List Update
Contact Information
Approved Service Agreement Templates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon has requested and the State has approved the following:

OGS has approved the Price list update which includes: adding services, deleting services, and price changes which reflect adjustments in the Universal Service Fund Charge.

The contact information page has been updated to reflect the most recent information.

Various Service Templates:

OGS has approved the following templates for various services that Authorized Users can utilize

1. Customer Specific Agreement ("CSA") IP Application Hosting
2. ICB Contract - Intellipath II Service
3. Facility Construction and Usage Agreement ("FUA")
4. CSA Internet Dedicated Service and Network Access Service

The Verizon ICB Template (#2 above) ICB template will contain:

- The minimum line count required to be maintained in order to retain the pricing agreed to

- The specific termination liability calculation factor.
- The user's termination liability calculation factor is computed as the difference between the ICB rate and the CTS standard rate as of the date the ICB agreement is negotiated.
- The example shown on the template is for illustration purposes only and is to be used to show how termination liability charges will be applied; however, the actual computation will be based on the individual user's specific ICB agreement

Authorized users should review these templates and compare them to any agreements for the listed services that they may enter into during the term of the NYS contract. Additional templates for other contract services are anticipated and they will be posted once they are reviewed and approved by OGS.

NOTE: Authorized Users should always ensure that any agreements signed contain language that "at the end of the agreement the rates will revert to CTS contract rates". This applies to all contracts issued under Award 20268.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the updated price List and the Contractor Information Section for a link to the updated contact information.

All other contract terms and conditions remain unchanged.

Facility Construction and Usage Agreement (U.S. Facilities)

This Facility Construction and Usage Agreement (the "FUA") is made by and between Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc., d/b/a Verizon Business Services and MCI Legacy Companies, as defined in Section 3.2 below (individually and collectively, "Verizon"), with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147, and _____ ("Customer"), with offices at _____ (collectively, the "Parties"). The references below to Appendix B mean the New York State Office of General Services Appendix B, General Specifications. The Related Services referred to below are being purchased under the Comprehensive Telecommunications Services Agreement with the State of New York, Contract No. PS63765, Group No. 77017, Award No. 20268, the "Service Agreement".

1. **Service Terms and Conditions**

   1.1. In order to provide certain data, public IP and/or voice services that Customer may request from Verizon (collectively the "Related Services"), Verizon has determined that it must construct, configure or install necessary facilities and/or equipment, including, if applicable, fiber optic cabling, hereinafter collectively Facilities ("Facilities") from its network to Customer's U.S. premises ("Locations") listed in Attachment A (or other Attachments added hereto by duly executed Amendment, collectively referred to herein as the "Attachment(s)") and incorporated herein by this reference. Such construction will be pursuant to the Terms and Conditions set out herein.

   1.2. In consideration of Verizon's capital expenditure to construct, configure and/or install the Facilities at Customer's Location(s), as well as allowing Customer to use the Facilities to the extent permitted by this FUA, Customer agrees to minimum term and volume commitments for such Location(s), which are set forth in Attachment A or other Attachments, hereinafter known as "Minimum Term" and "Volume Commitment". Such construction, configuration and installation shall hereinafter be referred to as "Build-Out". This FUA does not establish terms and conditions of the Related Services. Customer shall purchase Related Services pursuant to the "Service Agreement, which will include the rates, terms and conditions of Related Services.

   1.3. This FUA is binding upon execution by both parties ("Effective Date). The "Term" of this FUA will begin on the Effective Date, and will continue until Customer has satisfied all Location Subminimums, as defined below.

2. **Facilities**. Customer understands and agrees that the Facilities are and remain the sole property of Verizon and nothing herein will be construed to convey to Customer any rights or privileges to the Facilities either directly or indirectly through Customer's commitment. Customer understands and agrees that construction of the Facilities is dependent upon Customer securing the right for Verizon to install, operate and maintain its equipment within the private property at the Location, including obtaining all necessary approvals from the Location owner or lessor. If Customer is unable to secure such approvals, this FUA and Customer's Order for Related Services purchased under the Service Agreement are null and void. Verizon is responsible for obtaining all necessary permits, easements and rights of way for those portions of the Facilities located on public property. At Verizon's reasonable discretion, Customer may be required to sign a colocation agreement with Verizon (or Verizon's affiliate) which will provide the terms and conditions for colocation of Verizon network equipment and facilities at the Location.

3. **Location Subminimums**

   3.1 At each Location, Customer guarantees minimum Local Usage Charges (Volume Commitment) for the Minimum Term as set forth on Attachment A or subsequent Attachment hereto (the "Location Subminimum(s)"). "Local Usage Charges" means Customer's recurring charges, net of discounts and credits, for MCI Legacy Company-provided local exchange services,

SAMPLE

dedicated internet access, Metro Private Line, and/or local or network access services provided by such MCI Legacy Company pursuant to a current and effective Service Agreement but excludes: (i) Taxes, as defined in the Service Agreement; (ii) charges for equipment and data center services, unless otherwise expressly provided herein; (iii) charges incurred where Verizon or an Verizon affiliate acts as agent for Customer in the acquisition of goods or services; (iv) non-recurring charges; (v) Governmental Charges, as defined in the Service Agreement; (vi) charges for any services at the Location(s) that are already installed on the Location Start Date; and (vii) other charges expressly excluded by this FUA. For purposes hereof, the "Location Start Date" for each Location is the date on which the Location is "lit" and ready to utilize the Services.

3.2 "MCI Legacy Company," as used above, means the following Verizon entities (only Related Services provided by these entities may contribute to Location Subminimums hereunder): MCI Communications Services, Inc. d/b/a Verizon Business Services; MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services; MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia.; or MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts.

3.3 If, in any monthly billing period, commencing with the Location Start Date, Customer's Usage Charges at an applicable Location are less than the Location Subminimum, then Customer will pay an underutilization charge equal to the difference between the Location Subminimum and Customer's Usage Charges at the Location during such monthly billing period.

3.4 In addition to the Volume Commitment for the Minimum Term, Customer agrees to pay the Build Out Charge listed on Attachment A in accordance with the payment terms of the Service Agreement, subject to any late payment charges as provided under the Service Agreement.

4. **Failure to Complete Build-Out**: Verizon will make commercially reasonable efforts to obtain all required public permits, easements and rights of way. However, unless otherwise stipulated in Attachment A or subsequent Attachment, Verizon does not guarantee that it will be able to obtain such permits, easements or rights of way, or that any specific Location build-out will be completed, or completed within a certain time period, and any delay or failure by Verizon with respect thereto shall not be deemed Cause for termination by Customer under Section 5. This provision is not intended to limit the Customer's right to terminate as set forth in the Service Agreement.

5. **Termination of Build-Out Prior to Completion**

5.1 In the event that (a) Customer elects to permanently discontinue a Build-Out prior to its completion, other than for Cause, Customer will pay Verizon a charge equal to Verizon's reasonable costs incurred relating to the Build-Out in accordance with the payment terms set forth in the Service Agreement, notwithstanding the right to terminate for convenience otherwise specified in Appendix B, Section 60.b. Customer agrees that the reasonable costs incurred related to the Build-Out shall be deemed to be "accrued but unpaid charges" under Appendix B, Section 60.b, that shall be paid upon such termination.

5.2 As used above, "Cause" means:

5.2.1 A failure of either party to perform a material obligation under this FUA which is not remedied within thirty (30) days after receipt of written notice thereof, except that with respect to payment of invoices under this FUA, "Cause" means Customer's failure to pay any invoice (excluding bona fide, documented disputed amounts) in accordance with the payment terms set forth in the Service Agreement, which failure has not been cured within 10 days of receiving written notice of the failure to pay; or

SAMPLE

5.2.2 A material, uncured breach of the Service Agreement by either party, resulting in termination thereof under the termination for Cause provisions thereof.

6. **Termination Of FUA after Completion of Build-Out.** Notwithstanding any language in this FUA or the Service Agreement to the contrary, if following completion of the build-out (i) Customer terminates this FUA for any reason, other than its termination of the Service Agreement for Cause, as defined therein, or (ii) Verizon terminates this FUA for Cause, then Customer will pay, in addition to all accrued but unpaid charges through the date of such termination, an early termination charge equal to the aggregate of the Location Subminimums (and a pro rata portion thereof for any partial monthly billing period) that would have been applicable for the remaining unexpired portion of the Minimum Term as set forth in the applicable attachment.

7. **Disclaimer of Warranties**. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN STATE OF NEW YORK OFFICE OF GENERAL SERVICES APPENDIX B, SECTION 72.h VERIZON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE BUILD-OUT OF FACILITIES TO ANY OF THE LOCATIONS. EXCEPT TO THE EXTENT INCONSISTENT WITH APPENDIX B SECTION 72 OF THE SERVICE AGREEMENT, VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

8. **Limitation Of Liability**. Verizon's total liability to Customer in connection with the build-out of the Location(s) under this FUA is limited to amounts specified in Appendix B, Section 76.

9. **General Provisions**.

9.1 **Charges and Payment**. Customer agrees to pay all Verizon charges owed under this FUA in accordance with Appendix B, Sections 62 and 64.

9.4 **Use of Service Marks and Trademarks**. Neither Verizon nor Customer shall: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval. In the case of such approval, Verizon shall follow the procedure set forth in Appendix B, Section 20.

9.5 **Notice**. All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, electronic mail, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the Customer at the address provided on Page 1 of this FUA, and to Verizon at the addresses below, unless otherwise stated in the FUA[MR1].

Verizon Business Services 6415-6455 Business Center Drive Highlands Ranch, CO 80130 Attn: Customer Service Email: notice@verizonbusiness.com	Verizon Business Services 22001 Loudoun County Parkway Ashburn, VA 20147 Attn: Vice President, Legal

10. **Expiration of Offer**: This FUA will be of no force and effect and the offer contained herein will be deemed withdrawn unless this FUA is executed by Customer and delivered to Verizon on or before _____.

IN WITNESS WHEREOF, the Parties have signed this FUA and the individuals signing below represent that they have the full legal authority to enter into this FUA for and on behalf of the respective Parties.

Verizon Business Network Services Inc. on Customer's Legal Name

SAMPLE

behalf of MCI Communications Services, Inc.

By: _____

Suleiman Hessami

Vice President

Date_____

By: _____

Name _____

Title_____

Date_____

SAMPLE

Attachment A
Locations - Location Subminimums

1. **Location**

   [STREET ADDRESS]
   [CITY, STATE, ZIP]

2. **Description of Build**. The Verizon Facilities at the above Location shall provide for a [single/dual] entrance and consist of ____ bandwidth.

3. **Length of Usage Commitment (Minimum Term)**

   ( ) months

4. **Location Subminimum (Volume Commitment)**

   Dollars ($) per monthly billing period

5. **New Build Out Charge**:

   $_____

6. **[OPTIONAL – REQUIRES MIGRATION OF SPECIFIC EXISTING CIRCUITS TO LIT FACILITY. REMOVE IF THERE ARE NO ACCESS SAVINGS CONTRIBUTING TO SUBMINIMUM]**
   Access Savings: Notwithstanding anything within this Agreement to the contrary, "Access Savings" of $_____ as calculated by Verizon, will contribute toward the satisfaction of the Location Subminimum, provided that Customer agrees to allow Verizon to migrate existing circuits to Verizon fiber, once the building is lit, pursuant to a mutually agreeable plan for such migration. Access Savings are the LEC local access charges that, but for the build-out contemplated by this Agreement, would have been incurred for Customer's existing circuits specified below. Cancellation of such circuits without replacement with similar or upgraded Verizon Services may require an adjustment to the monthly Access Savings figure.

   7**. [OPTIONAL—MOVE CHARGE TO MOVE EXISTING CIRCUITS TO THE NEW FACILITY MAY APPLY, AS STATED BELOW]**

   $_____

SAMPLE

For Internal Purposes: Verizon Business Services **Routing Code: 1/2/3C**

NYS OGS Comprehensive Telecommunications Services PS63765
(Customer Specific Agreement) ("CSA")
(Internet Dedicated Service and Network Access Service)

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

1. Services. Verizon will provide the Services (defined as both the Internet Dedicated Service and Network Access Service as a bundled Service) as set forth below in the section entitled "Special Pricing; Monthly Recurring Charges and Non Recurring Charges."

2. Term and Survival. The "Service Activation Date" for Service ordered hereunder will be the date the Internet Dedicated Service is available to route IP packets at Customer's site. The applicable rates and charges shall be effective either: (a) on the Service Activation Date if Customer does not receive such Services prior to the execution of this CSA; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this CSA by Customer to Verizon ("Effective Date"). The "Term" begins upon the Effective Date and expires upon the completion of thirty-six (36) months. If, prior to such expiration, the Customer has not terminated this CSA by written notification to Verizon or executed a new CSA, the Service will continue on a month to month basis at the rates, terms and conditions set forth in NYS OGS Comprehensive Telecommunications Services Contract #PS63765 (the "CTS Agreement") until (i) either party terminates the Service as set forth in the CTS Agreement; or (ii) the Parties execute a new CSA. *

3. CSA Special Pricing. Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this CSA do not include Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement). Any additional components or services not identified below will be provided at the rates, terms and conditions of the CTS Agreement.

(a) Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the non-recurring charges ("NRC") for **Internet Dedicated Services** in the contiguous U.S. ("Internet Dedicated Service"), as set forth below. Additional charges apply for Network Access Service as set forth in section (b) below. Installation may be scheduled between the hours of 8AM and 7PM ET Monday through Friday (excluding holidays).

Internet Dedicated Service Type	*MRC per Unit*	*NRC per Unit*

(b) Customer will pay the following MRCs which are fixed for the Term of this CSA and the NRCs for **Network Access Services**.

Circuit Type	*CLLI Code*	*MRC per Unit*	*NRC per Unit*

(c) **Total MRC and NRC per Unit:**
MRC: $_____
NRC: $_____

(d) DRAFTER's NOTE: If optional features, such as Burstable Select, are included in the Approval Note, add charges appropriately.]

* It is the responsibility of the Authorized User to notify Verizon if the Authorized User wishes to execute a new CSA; Verizon will not notify the Authorized User.

Case #_____
VZ Generated By: _____
VZ Approved To Form: _____

Sample

4. Termination. If Customer terminates any portion of the Service prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreement rates in effect at the time of termination and the CSA special pricing rates stated in Section 3 above for the terminated Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agreement rates in effect at the time of termination and the CSA special pricing rates stated in Section 3 above for the terminated Service.

For illustration purposes only, the following example illustrates how termination charges would be calculated in the event a customer terminated a CSA in the seventh (7th) month of the Term:

If the CSA charges are as follows:

Service Element	MRC per Unit	NRC per Unit
IDE Port	$3,253.25	$1,000.00
Access	$1,368.00	$100.00

If the CTS Agreement charges are as follows*:

Service Element	MRC per Unit	NRC per Unit
IDE Port	$3,253.25	$1,800.00
Access	$3,700.00	$200.00

* CTS Agreement charges are subject to change and shall be determined as of the date of termination.

Termination charges:

Service Element	Quantity of Terminated Service	Difference between CTS Agreement MRC and CSA MRC	Total MRC Difference	Difference between CTS Agreement NRC and CSA NRC	Total NRC Difference
IDE Port	2	$0.00	$0.00[1]	$800.00	$1,600.00[2]
Access	2	$2,332.00	$4,664.00[1]	$100.00	$200.00[2]

Total termination charges: Pursuant to this example, if customer terminates the CSA in month 7 of the Term, Customer will pay to Verizon a Termination Liability charge equal to $4,664.00 ($4,664.00[1] + $0.00) x 7 months = $32,648 + $1,800.00 ($1,600.00[2] + $200.00[2]) = Total termination charges of $34,448.00

Except as provided herein, all the other terms and conditions remain in effect as stated in the CTS Agreement. Also except as provided herein .this CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of the CTS Agreement shall control.

Agreed and accepted:

_____ (Customer)

By _____
Name/title _____
Date _____

VERIZON BUSINESS NETWORK SERVICES INC., on behalf of MCI Communications Services, Inc.

By _____
Name/title_____
Date _____

Sample

Case #_____
VZ Generated By: _____
VZ Approved To Form: _____

Routing Code: 5V

NYS OGS Comprehensive Telecommunications Services PS63765
(ICB Contract)

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

Service Description:

Service	Initial Quantity	Monthly Rate Per Line
Intellipath II lines (includes all standard features set forth in applicable tariff)	____*	$_____**

Intellipath II optional features included in the above Monthly Line Rate:

* Includes ___ Analog lines and ___ Digital lines (P-Sets).

**The Monthly Rate Per Line includes the nonrecurring charges ("NRCs") for the Initial Quantity. Customer will pay to Verizon the applicable NYS OGS CTS NRCs for any subsequent lines added. In addition, the Monthly Rate Per Line includes the Federal End-User Common Line ("EUCL") charge and the New York State Centrex Exchange Access ("CEA") charge. Changes in, or elimination of, the EUCL or CEA charges will not result in a change in the monthly line rate stated above. Further, Customer will pay applicable taxes and any applicable service connection charges, nonrecurring charges and tariff surcharges required under applicable laws or tariffs

The rates herein require that all local exchange usage for the Service will be carried by Verizon.

Service Period: For _____ (___) months following the execution of this ICB Contract, installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services ("Commencement Date").

Termination Liability Charges: Customer will be allowed to decrease the number of lines in service to xxx lines without incurring termination liability charges ("Minimum Number of Lines"). If Customer terminates Service below the Minimum Number of Lines prior to the expiration of the Service Period, Customer will pay to Verizon the applicable amount specified in the chart below ("Termination Liability Calculation Factor") for each terminated line below the Minimum Number of Lines, multiplied by the number of months that have passed since the Commencement Date ("Termination Liability Charge"). The Termination Liability Charge is in compliance with Contract #PS63765.

Number of Lines in Service	Termination Liability Calculation Factor

In addition, all remaining lines in Service will revert to the standard rates for the Service set forth in Contract #PS63765 until (i) the parties execute a new ICB Contract; or (ii) Customer terminates the Service as set forth in Contract #PS63765.

ICB #_____
VZ Generated By: _____
VZ Approved To Form: _____

For illustration purposes only,

Customer Initial Quantity:	500 lines
Minimum Number of Lines:	400 lines
In 10th Month of Service Period, Customer Decreases Quantity to:	360 lines
Termination Liability Calculation Factor:	$5.87

Total termination charges: Customer will pay to Verizon a Termination Liability charge equal to 40 (400 – 360) x 10 months x $5.87 = $2,348.00.

Service Continuation: (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to the applicable monthly rates based upon number of lines in Service set forth in Contract #PS63765. The rates, terms and conditions of Contract #PS63765 will govern the service arrangement prospectively. If Contract #PS63765 no longer exists, then the Service will be subject to disconnection upon the expiration of the Service Period of this ICB Contract. If, upon expiration of the Service Period, there is a delay in reverting rates to the rates in Contract #PS63765, or in disconnecting the Services if Contract #PS63765 is no longer in effect, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

Assigned Numbers: Customers are required to keep 50% or more of their assigned numbers working at all times in order to retain assignment of their entire block of numbers. Verizon will notify Customer annually if their number of working numbers drops below 50% of their assigned numbers so that action can be initiated by Customer to increase their number of assigned numbers working or by Verizon to reclaim numbers. Numbers shall be considered working if they provide dial tone for a minimum of 90 nonconsecutive days during each calendar year in which they are assigned to Customer.

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

Locations: Service shall be provided to Customer at the following locations. Other Customer locations may be added to this ICB Contract only upon mutual written agreement of the parties.

Except as provided herein, all the other terms and conditions remain as stated in NYS OGS Comprehensive Telecommunications Services Agreement, Contract #PS63765. This agreement does not supercede the CTS contract and in all other aspects the terms and conditions of that contract control.

Signatures appear on the following page

ICB #_____
VZ Generated By: _____
VZ Approved To Form: _____

Agreed and accepted:

_____ (Customer)

By _____
Name/title _____
Date _____

VERIZON BUSINESS NETWORK SERVICES INC.,
on behalf of Verizon New York Inc.

By _____
Name/title_____
Date _____

ICB #_____
VZ Generated By: _____
VZ Approved To Form: _____

For Internal Purposes: Verizon Business Services **Routing Code: 4**

NYS OGS Comprehensive Telecommunications Services PS63765
(Customer Specific Agreement) ("CSA")
(IP Application Hosting)

Customer:
Address:
Account number:
NYS OGS CTS Custom Quote number:

1. Services. Verizon will provide the Services as set forth below in the section entitled "CSA Special Pricing."

2. Term and Survival. The "Operational Date" for Service ordered hereunder will be the date that Verizon provides access codes to Customer. The applicable rates and charges shall be effective either: (a) on the Operational Date if Customer does not receive such Services prior to the execution of this CSA; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this CSA by Customer to Verizon ("Effective Date"). To the extent that there is more than one Operational Date for the Services, the applicable rates and charges will begin accruing on the related service specific Operational Date. The "Term" begins upon the Effective Date and expires upon the completion of _____(___) months. If, prior to such expiration, the Customer has not terminated this CSA by written notification to Verizon or executed a new CSA, the Service will continue on a month to month basis at the rates, terms and conditions set forth in NYS OGS Comprehensive Telecommunications Services Contract #PS63765 (the "CTS Agreement") until (i) either party terminates the Service as set forth in the CTS Agreement; or (ii) the Parties execute a new CSA. It is the responsibility of the Customer to notify Verizon if the Customer wishes to terminate Service at the expiration of the Term or wishes to execute a new CSA. Verizon will not notify the Customer of the expiration of the term.

3. CSA Special Pricing. Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise). The rates and charges set forth in this CSA do not include Taxes, Surcharges and Fee charges (as set forth in the CTS Agreement). Any additional components or services not identified below will be provided at the rates, terms and conditions provided for in CTS Contract #PS63765.

(a) Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this CSA and the non-recurring charges ("NRC") for **IP Application Hosting Services** in the contiguous U.S. ("Service"), as set forth below. Additionally, Customer is responsible for charges for any non-standard support services, such services to be billed at the hourly rate of $_____.

IP Application Hosting Services	***MRC***	***NRC***	***Service ID****
TOTAL			

_____
* For internal Verizon order entry purposes only.

Case #_____
VZ Generated By: _____
VZ Approved To Form: _____

(b) **Total MRC and NRC:**

MRC: _____

NRC: _____

4. Termination. If Customer terminates the Service or any portion of the Service prior to the expiration of the Term, Customer will pay to Verizon termination charges as follows: (i) the difference between the then current MRC CTS Agreement rates in effect at the time of termination and the CSA MRC special pricing rates stated in Section 3 above for the terminated Service, multiplied by the number of months from the Effective Date to the date of termination; plus (ii) the difference between the then current NRC CTS Agreement rates in effect at the time of termination and the CSA NRC special pricing rates stated in Section 3 above for the terminated Service.

For illustration purposes only, the following example illustrates how termination charges would be calculated in the event a customer terminated a CSA in the seventh (7th) month of the Term:

If the CSA charges are as follows

Service Element	**Total MRC**	**Total NRC**
IP Application Hosting	$9,648.49	$17,549.10

If the CTS Agreement charges are as follows*:

Service Element	**Total MRC**	**Total NRC**
IP Application Hosting	$14,747.00	$20,646.00

* CTS Agreement charges are subject to change and shall be determined as of the date of termination.

Termination charges:

Service Element	**Difference between CTS Agreement Total MRC and CSA Total MRC**	**Difference between CTS Agreement Total NRC and CSA Total NRC**
IP Application Hosting	$5,098.51	$3,096.90

Total termination charges: Pursuant to this example, if customer terminates the CSA in month 7 of the Term, Customer will pay to Verizon a Termination Charge equal to $5,098.51 x 7 months + $3,096.90 = $35,689.57 + $3,096.90 = $38,786.47 (Total Termination Charge).

Case #_____

VZ Generated By: _____

VZ Approved To Form: _____

5. Additional Terms and Conditions. This CSA incorporates the following Addendum:
IPH Microsoft Software Addendum

Except as provided herein, all other terms and conditions of the CTS Agreement remain in full force and effect. Also, except as provided herein, this CSA does not supersede the CTS Agreement and in all other aspects the terms and conditions of the CTS Agreement shall control.

Agreed and Accepted:

_____ ("Customer")	VERIZON BUSINESS NETWORK SERVICES INC., on behalf of MCI Communications Services, Inc.
By _____	By _____
Name/title _____	Name/title_____
Date _____	Date _____

Case #_____
VZ Generated By: _____
VZ Approved To Form: _____

IPH Microsoft Software Addendum

1. **Definitions.**

Definition	Meaning
Client Software	Software that allows a Device to access or utilize the services or functionality provided by the Server Software
Device	A computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.
Server Software	Software that provides services or functionality on a computer acting as a server.

2. **Ownership of Microsoft Products.** The Software Products are licensed to Verizon from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the Software Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video audio, music, text, and "applets" incorporated into the Software Products) are owned by Microsoft or its suppliers. The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Software Products does not transfer any ownership of the Software Products or any intellectual property rights to Customer.
3. **Use of Client Software.** Customer may use the Client Software installed on Customer's Devices by Verizon only in accordance with the instructions, and only in connection with the services, provided to Customer by Verizon.
4. **Copies of Client Software.** Customer may not make any copies of the Software Products; except for 1 copy of Client Software on Customer's Device. Customer must erase or destroy all such Client Software upon termination or cancellation of Customer's agreement with Verizon, upon notice from Verizon or upon transfer of Customer's Device to another person or entity, whichever first occurs. Customer may not copy any printed materials accompanying the Software Products.
5. **Limitations on Reverse Engineering, Decompilation and Disassembly.** Customer may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.
6. **No Rental.** Customer may not rent, lease, lend, pledge or directly or indirectly transfer or distribute the Software Products to any third party, and Customer may not permit any third party to have access to and/or use the functionality of the Software Products.
7. **Termination.** Without prejudice in any other rights, Verizon may terminate Customer's rights to use the Software Products if Customer fails to comply with the terms and conditions of this Addendum. In the event of termination or cancellation, Customer must stop using and/or accessing the Software Products, and destroy all copies of the Software Products and all of its component parts.
8. **No Warranties, Liabilities or Remedies by Microsoft.** ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY VERIZON AND <u>NOT</u> BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES. FOR THE AVOIDANCE OF DOUBT, THE SOFTWARE PRODUCTS ARE NOT "PRODUCTS" UNDER APPENDIX B OF THE CTS CONTRACT #PS63765 ("APPENDIX B") BECAUSE SUCH SOFTWARE PRODUCTS ARE NOT A DELIVERABLE UNDER THE CTS CONTRACT #PS63765. THEREFORE, SECTION 72 OF APPENDIX B SHALL NOT APPLY. NOTWITHSTANDING THE FOREGOING, THE CUSTOMER RETAINS ALL REMEDIES AVAILABLE UNDER APPENDIX B IN CONNECTION WITH THE SERVICE.
9. **Product Support.** Any product support for the Software Products is provided to Customer by Verizon and is <u>not</u> provided by Microsoft or its affiliates or subsidiaries, provided that, Customer may request Verizon to engage Microsoft to provide support and Verizon may in its sole discretion engage Microsoft to provide support.
10. **Not Fault Tolerant.** THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.
11. **Export Restrictions.** The Software Products are of U.S. origin for purposes of U.S. export control laws. Customer agrees to comply with all applicable laws and regulations including international and national laws

that apply to the Software Products. Customer will, and will ensure that users of Software Products will, comply with all laws and regulations including without limitation: (i) local license or permit requirements; and (ii) applicable export, import and customs laws and regulations. Notwithstanding the foregoing, Verizon does not make any representation as to whether any necessary regulatory approvals will in fact be granted.

12. **Liability for Breach.** In addition to any liability Customer may have to Verizon, Customer agrees that Customer will be legally responsible directly to Microsoft for any breach of the terms and conditions of this Addendum.

Case #_____
VZ Generated By: _____
VZ Approved To Form: _____

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 24, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Cable Inc.**
CONTRACT NO.: **PS63596**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Time Warner Cable Inc. has requested and the State has approved the updates to their NYS price list which include modifications to Ethernet (Lot 2) pricing regarding updates to the Federal Universal Service Fund Rate, to 11.30%.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other contract terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 8, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Cablevision Lightpath**
CONTRACT NO(S).: **PS63855**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Cablevision Lightpath has requested and the State has approved the updates to their NYS price list which include new pricing for their expanded line-up of bundled voice services. In some cases there is a reduction in the existing monthly service charges. These new bundled packages may be found under Lot 1, Local, Long Distance and Toll Free.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other contract terms and conditions remain unchanged.

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http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 6, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
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(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **At&t**
CONTRACT NO(S).: **PS63306**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
At&t has requested and the State has approved updates to their NYS price list. These include several new products and services which enhance the current offerings for MPLS, VoIP, Hosting and Cloud Computing. See below:

Lot 1:
- VoIP category
  - added IP Toll Free

Lot 3:
- Internet Services
  - added pricing related to Synaptic Hosting
- Co-Location category
  - added pricing related to Server Virtualization and Cloud Computing
- MPLS category
  - added At&t Virtual Private Network, or AVPN
- Mobile Wireless category
  - Gov GSM National & National Pooled plans replace Nation GSM plans. **The new plans reflect lo wer pricing.**
  - "Bundles" offerings are completely new

Refer to the pricing section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 2, 2009

GROUP: 77017 – Comprehensive Telecommunication Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Qwest Communications**
CONTRACT NO(S).: **PS63071**

SUBJECT: Price List Update

PLEASE ADDRESS INQUIRIES TO:

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customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Qwest has requested and the State has approved the updates to their NYS price list which include the addition of the ability to transport Ethernet, Fast-Ethernet and Gigabit-Ethernet over their MPLS offering under Lot 3.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the updated price list which is effective April 2, 2009.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 1, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:
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(518) 474-4579
Donna.Mcneil@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR(S): ALL
CONTRACT NO(S).: ALL

SUBJECT: Additional information regarding the OFT Plan to Purchase Policy (PTP)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Recently OGS has received inquiries as to when Authorized Contract Users must contact OFT for permission to acquire equipment or services via New York State Contracts. There are two tests:

1. Is the service one that is offered by OFT as an enterprise service?
2. Is the dollar value of the planned purchase $50,000 or less

The answer to these questions will determine your course of action. The PTP policy, a link to OFT and a list of covered services provided by OFT are listed below.

CIO/OFT PLAN TO PURCHASE POLICY

- All New York State agencies must notify the Chief Information Officer/Office for Technology (CIO/OFT) of ***any*** **purchases of technology that meet the stated thresholds (equal to or greater than $50,000) and technology-related materials, services or otherwise, as stated in Technology Policy NYS–P08-001.**

The purpose of such notification is threefold:

1. To ensure CIO/OFT has a working knowledge of what technology is being purchased by New York State.
2. To coordinate purchases, whenever possible, among agencies.
3. To ensure the compatibility of technology acquisitions on a statewide basis.

State agencies must submit a PTP to acquire any technology and technology-related products or services meeting the following guidelines:

- Any technology goods or services, i.e., hardware, software and related services equal to or greater than $50,000; or
- Any aggregate commodity contract or any enterprise/universal licensing contract purchase regardless of dollar amount; or
- Any exception to an aggregate or enterprise contract regardless of dollar amount.

OFT Approval Required

LOT 1 - Voice Services

- All service involving OFT Centralized Telecommunications Systems
- Local Exchange Service
- Centrex Service
- VoIP Service

LOT 2 - Connectivity Services

- All Service involving connectivity to the NYeNet
- Private Line Data Service
- Frame Relay Service
- ATM Service
- SONET Service
- Ethernet Service

LOT 3 - Managed Services

- Internet Access Service
- Audio Teleconferencing
- MPLS

OFT Approval Not Required

LOT 1 - Voice Services

- Long Distance Service
- Toll-Free Service
- Calling Card Service
- Directory Assistance

LOT 2 - Connectivity Services

- Switched 56kbps Service

ISDN Service
xDSL Service
Broadband Cable Service
Fixed Wireless Service **

LOT 3 - Managed Services

Internet Hosting Service
Video Conferencing Service
Interactive Voice Response
Co-Location
Student Re-Sale
Mobile Wireless **

**Additionally contract users must adhere to N YS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

For additional information about the CIO/OFT's PTP process, please visit their website at:
http://www.oft.state.ny.us/Policy/NYS-P08-001.pdf

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 26, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **At&t**
CONTRACT NO(S).: **PS63306**

PLEASE ADDRESS INQUIRIES TO:

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Donna mcneil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Billing Dispute Process for Underutilization Charged Credits

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

In a prior Purchasing Mem o, dated February 10, 2009, Authorized U sers were infor med of how to request a credit of th e T-1 Underutilization charges imposed by AT&T for the m onths of March, April, May and/or June 2008.

AT&T recently reviewed the accounts of all affected authorized users to ensure that they were set up with a profile which woul d allow them to file for T-1 Underutilization credits. **AT&T has also streamlined the process for requesting these credits.** The f ollowing e-mail has been, or will be sent to all affected authorized users:

You are entitled to a credit for the Mar-June 2008 T1 Unde rutilization Charge that appeared on your Oct/Nov 2008 OneNet account invoice . Attached are instructions on how to initiate a dispu te using the AT&T Business Direct system. We have streamlined the process to make it easier for you to make a request and navigate the system using the Initiate Bill & Account Inquiries tool.

If you have any questions, please feel free to contact:

Catherine McCann
AT&T Billing Service Manager
Office Phone: 860-947-7431
Cell Phone: 860-331-7036
E-mail: cm8291@att.com

-or-

Karen M. Jubic
AT&T Service Executive - State of New York
518-437-3311
518-437-3245 (fax)
800-227-6021 x3311
kmjubic@att.com

The following instructions outline the str eamlined process for requesting credits of the T-1 Underutilization Charges:

THE STEP BY STEP TO PROCESS FOR AN AT&T BILLING DISPUTE:

Step 1:

Log on to Business Direct / **https://www.businessdirect.att.com/portal/index.jsp**

Step 2:

From the tools applications select –

Initiate Bill & Account Inquiries application.

Step 3.

From the **Billing & Account Inquiry Screen**,

* Select type of service –

* Select OneNet

* Select - **Billing Claims & Credit Request**.

-From the drop down menu –

* Select **Charges Dispute**

- Enter your account number

(no need to enter the contract number…..)

Reason for Credit Request: Charges Dispute

Account Number

AT&T Contract Number, if known:

***Click continue**…..

Charges Information

*Select charge type – **Other charges**

Charge Type: Other Charges

Type in your invoice date & disputes amount (as shown in the example below)

Invoice Date (mm/dd/yyyy)	Amount in Dispute($):
10/01/2008	$285.00

Number of Additional Entries (available if you need additional lines)

Total Amount of Credit Request($):

Routing Code: GMSYORB **(PLEASE MAKE SURE TO INCLUDE YOUR ROUTING CODE)**

Description Name for View History List: (not necessary to fill it)

Credit Request Description: Please provide specific details about your request

This credit is for a shortfall penalty for t1 utilization on our OneNet account # for Mar 2008 –Jun 2008. Please credit in the amount of $XXX.00

Click continue…..

Please enter your contact information including …Company name, your name, phone and email address….

Click continue…..

Your request will be summarized, please review information and if satisfied…click submit. Your new tracking number will be displayed – please note this tracking # if you need to call 888-342-5697, prompt 2 regarding status.

Process takes approximately, 5-7 minutes and once completed credits will appear in 1 to 2 billing cycles.

OGS encourages all AT&T customers to file for T-1 Underutilization credits. The process can be completed in a matter of minutes and may result in significant credits. The credits take approximately 2 billing cycles to post to your account. If you have any questions about these credits or the process for requesting the same please contact OGS and/or the AT&T representatives listed above.

All other contract terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 6, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Sprint**
CONTRACT NO(S).: **PS63853**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Sprint has requested and the State has approved the following updates to their New York State price list which is effective March 6, 2009:

- Sprint has updated their equipment portfolio to include new devices for CDMA and iDEN:
  - LG Lotus
  - Samsung Highnote M630
  - Samsung Rant M540
  - Motorola i576
  - Motorola i776
  - Motorola i365IS
  - Centro Palm
  - Sierra 598 Air Card
  - Novatel U760 Air Card
  - HTC Touch Pro
  - HTC Touch Diamond

- New: Voice Service Plans: Voice/Blackberry Plans: NY State Custom 400 - $49.99, NY State Custom 700 - $62.99, NY State Custom 1100 - $74.99, New Pooled minute plans called Nextel Direct Connect Custom Plans.

- Name Change and Honored not Offered: Voice Service Plans: Everything 450 and 900 now called Everything Data 450 and 900; Talk/Message/Connect 450/900 now called Everything Messaging 450/900; Unlimited Talk/Message/Connect Honored not Offered; Unlimited Multi-line Rate Plans Honored not Offered; Sprint Shared Plans Honored not Offered

- New: Email Solutions: NextMail Locator

- New: Data Service Packs: Air Card Plan: $39.99/5G, Connection Plan w/ $20 Premium EVDO Datalink with SHRA/NAT Promotion Only, Connection Plan w/ $20 Premium EVDO Datalink with SHRA/NAT Only

- Price Change: Data Service Packs: Unlimited Air Card Plan was $44.99 now $42.99

- New: Voice Plan Attachable Options: Mobile to Office, Integrated Office, MobilePics (iDEN) and Unlimited Picture Mail Pack (CDMA), Unlimited Messages Enhanced

- New: Data Applications: Agilis, Cheetah, Corrigo, Vettro, Weather Bug Protect, Wallace

- CDMA Powervision
    - Muziq LGLX 570 End of Life
    - Motorzar V3m End of Life
    - Motorzar V3m Red End of Life

- CDMA Powervision 2
    - Muziq LGLX 570 End of Life
    - Motorzar V3m End of Life
    - Motorzar V3m Red End of Life

- CDMA Powervision 3
    - Katana Eclipse price change was $99.99 now $79.99 and Silver End of Life
    - Instinct Samsung price change was $129.99 now $99.99
    - Touch by HTC price change was $99.99 now $29.99 and End of Life

- CDMA Vision
    - LG 160 End of Life
    - Katana II Sanyo 6650 End of Life

- CDMA Vision 2
    - Samsung M300 price change, was $19.99 now Free, and End of Life
    - Rumor LG 260 price change, was $49.99 now $29.99, and End of Life White Only
    - Samsung M320 price change, was $19.99 now Free

- CDMA Mobile Broadband Cards
    - Sierra U595 is End of Life
    - Sierra Compass 597 End of Life
    - Novatel S720 is now End of Life
    - Novatel Ovation U727 End of Life
    - Merlin Novatel EX720 price change was $99.99 now $49.99
    - Sierra 597 E price change was XXX now $99.99

- NDC on Nextel
    - i355 End of Life
    - i365 price change, was $89.99 now $79.99
    - i570 End of Life
    - i580 price change was $165.99 now $99.99
    - i850 price change was $69.99 now $29.99

- NDC on Nextel 2
  - i930 End of Life

- NDC on Sprint
  - Sanyo Pro200 price change was $49.99 now $39.99
  - Motorola V950 price change was $129.99 now $99.99

- Powersource
  - ic602 No Longer Available
  - ic902 No Longer Available

- PDA 1
  - Blackberry 8703e End of Life
  - Blackberry Pearl 8130 price change was $129.99 now $79.99
  - Treo 755P price change was $199.99 now $99.99
  - Treo 800W price change was $249.99 now $199.99
  - Motorola Q9c End of Life

- PDA 2
  - Palm Centro price change was $99.99 now $69.99. Black and Red End of Life
  - Mogul PPC 6800 End of Life
  - HTC Touch Pro New: $299.99
  - HTC Touch Diamond New: $199.99

Refer to the **Pricing Information** Section of the Contract Award Notification (CAN) summary page for a link to the updated price list which is dated 02/11/09 and is effective March 6, 2009.

All other contract terms and conditions remain unchanged.

New York State Office Of General Services
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Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 3, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Wireless**
CONTRACT NO(S).: **PS63766**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Wireless has requested and the State has approved the updates to their NYS price list which include the following:

- Addition of two cellular modems and updated equipment matrix under telemetry equipment, page 31 of the price list.
- Decrease in price for the following items:
  - VZW XV6800 was $249.99 and is now $204.99
  - Samsung i760 was $219.99 and is now $104.99

Refer to the **Pricing Information** Section of the Contract Award Notification (CAN) summary page for a link to the updated price list dated February 20, 2009.

All other contract terms and conditions remain unchanged.

New York State Office Of General Services
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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 2, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR(S): ALL
CONTRACT NO(S).: ALL

SUBJECT: Miscellaneous Service or Installation Agreements

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
In order to provide services that Authorized Users may request under contract award 20268, Contractors may determine that they need to undertake certain installations and ask Authorized Users to enter into an agreement for the same. Those agreements may offer more advantageous pricing or reduced charges for required installations, and may include time commitment requirements or provide for prorated termination charges in the event that service is terminated prior to the agreed upon service period.

Authorized Users are advised to read these agreements carefully prior to execution. These agreements must include:

- Language which states that in the event the agreement is cancelled or expires, rates will revert to the rates in effect under contract award 20268 at the time the agreement is cancelled or expires
- A schedule showing the amount of the prorated charges in the event there is early termination
- State that the agreement in no way diminishes the rights afforded under contract award 20268

Authorized Users are advised to have their legal staff review any agreements prior to signing. Any questions should be directed to the OGS contract administrator of the NYS contract that pertains to the service in question.

All other contract terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 17, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **At&t**
CONTRACT NO(S).: **PS63306**

PLEASE ADDRESS INQUIRIES TO:

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Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: March Invoice to reflect Two Months T-1Underutilization Charges/Contact List update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

AT&T has requested that we inform customers that T-1 underutilization charges for January will appear on the March invoice, which will include charges for both January and February.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated contact list.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 11, 2009

GROUP: 77017 Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

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CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Cable**
CONTRACT NO(S).: **PS63596**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Time Warner Cable has requested and the State has approved the updates to the price list which include the following:

- Modifications to Ethernet pricing to include additional tier options and updates to the Federal Universal Service Fund Rate
- Modifications to the Internet Access pricing to include additional tier options for dedicated internet access

Refer to the **Pricing Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list effective February 11, 2009.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 10, 2009

GROUP: 77017 Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **AT&T**
CONTRACT NO(S).: **PS63306**

PLEASE ADDRESS INQUIRIES TO:

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(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Credit for Underutilization Charges

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

OGS previously issued a Purchase Memorandum advising effected authorized users of the above referenced contract that they would receive invoices for past due charges for T-1 Underutilization. There was a discussion with AT&T regarding the months to be charged and the process for obtaining credits for any charges paid for the months of March, April, May and June 2008.

AT&T has advised OGS that the following procedures need to be followed to receive the credit for previously billed underutilization charges for the months of March, April, May and June 2008.
.

DISPUTE PROCESS FOR SHORTFALL PENALTY OF UNDERUTILIZED T1'S

In regards to the billing disputes of the $285.00 penalty for underutilized T1's, there is a process that needs to be followed. In order to get the 4 months credit (Mar, Apr, May and Jun 2008). The authorized end-user **MUST** enter the dispute through BusinessDirect to receive the adjustments.

Once the dispute has been entered, the Care Center will process the adjustment(s) and the amounts will appear within 1-3 billing cycles.

*If access is required to BusinessDirect, the request form below will need to be filled out to establish a profile.

BUSINESS DIRECT ENROLLMENT

_ First, Last Name -
_ Job Title –
_ Email address:
_ Work Address (Street, City, State, ZIP)

Users Time Zone -
_ Is Daylight Savings Time Observed
_ Work Hours/Contact Time -
_ Phone –
_ Fax -
Select a Security Question and Provide the Answer:
What is your mother's maiden name?
What is your city of birth?
Who is your favorite author?
What is the name of your first born or sibling?
What is the full name of your high school?

Once the form has been filled out, please send via email to: kj5195@att.com or cm8291@att.com

Steps to enter dispute:

1. Once the account is accessed in BusinessDirect and you locate the amount in dispute, position your mouse over the blue arrow next to the charge. A pop-up menu appears
2. Select **Create Dispute**.
3. On Create Dispute screen; you will need to:
   a. Enter the disputed amount.
   b. Select the reason from the drop down menu.
   c. Describe the dispute in words.
   d. Click Add to List
4. On the Summary of disputes, you will need to:
   a. Enter your identifying information in the fields on left.
   b. Check the Box and click Submit Disputes.
5. On Dispute Confirmation
   a. Note that your dispute has been successfully submitted
   b. You can use the tracking number to follow the progress of dispute resolution.

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   c. Email the Disconnect Desk at disconnect@rdsmail.ims.att.com
3. Prior to submitting your disconnect request; please have the following information available:
   a. Company Name
   b. Account Number listed on associated invoice
   c. Circuit ID
   d. Contact Name
   e. E-mail Address
   f. Contact Numbers-including Phone, Fax and possible wireless
   g. Best Reach Time

At the time you place your initial disconnect request, you will receive a tracking number to be used as a reference for the specific disconnect request. Within 2 business days, an Ordering Specialist will contact you to verify and complete the request. The Order Specialist may require additional service specific information and an authorization form, requiring signature, to complete the disconnection order. You will need to review the document, sign and RETURN it to us. Once all required information is returned, your standard disconnect interval will begin and you will be quoted the date your billing will stop.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: January 27, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **AT&T**
CONTRACT NO.: **PS63306**

PLEASE ADDRESS INQUIRIES TO:

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customer.services@ogs.state.ny.us

SUBJECT: Disputing Paid T-1 Underutilization Charges For March through June 2008

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

You may have recently paid T-1 Underutilization charges to AT&T for the months of March, April, May or June 2008. Under the terms and conditions of the above referenced contract these charges can not be assessed for the months of March, April, May or June 2008. In the event that these charges have been paid, you will need to use the disputed charges provision of Contract PS63306 to recoup these charges.

Authorized users should contact AT&T directly or use the AT&T Business Direct system to dispute these charges. We have included instructions on how to proceed. They are included at the end of this Purchase Memorandum.

Some background information:

AT&T's Comprehensive Telecommunications Service Contract PS63306 defines underutilization charges for Voice T1's for both In and Outbound usage that falls below $1,500.00 per month. To that end AT&T will be billing a charge of $285.00 for T1 Access on voice service that fall below the $1,500.00 per month usage for OneNet traffic and Toll Free access circuits.

Reasons for disputing charges as indicated above:

- Section VI.5.17 only allows for past charges to be billed back 120 days. Since at&t did not bill timely and the contract only allows for 120 days for billing of past charges. That would mean that underutilization charges could only go back 120 days from the date of the invoice.

- AT&T issued invoices for past charges for T-1 Underutilization as Follows:

  The October invoice reflected charges going back to March 2008
  The November invoice reflected charges going back to April, May, June and July 2008.
  The December Invoice reflected charges going back to August, September, October and November 2008
  The amount for each T-1 line is $285.00 for each Underutilized T-1.
  The 2009 invoices will be billed as usage and based on the previous month charges.
  (January 2009 invoice reflects the December 2008 usage.)

  As such, the March, April, May and June charges are not allowed by the contract, therefore, if you have paid them, you need to dispute them.

All other terms and conditions remain unchanged.

DISPUTE PROCESS AND OTHER INFORMATION

ATTENTION: THE INSTRUCTIONS BELOW NEED TO BE FOLLOWED TO DISPUTE CHARGES INDICATED IN THE INFORMATION ABOVE.

The AT&T BusinessDirect Web Portal

AT&T BusinessDirect is our secure, award-winning Web portal that enables you to perform a variety of network and routine supplier-management tasks. AT&T BusinessDirect Map provides point-and-click management of your AT&T inventory and view of network elements.

The tools allow you to review, analyze, and pay your bills, place orders, check current inventory and more. Powerful performance reporting tools allow you to monitor your AT&T services in real time, including AT&T Managed Services, such as Web hosting.

The AT&T BusinessDirect® Portfolio puts you in control

The AT&T BusinessDirect Portfolio is designed to give you greater control of your communications — at any time and from any place. You'll find it an easier, faster and more reliable way to do business with AT&T. Here are the online tools you'll have access to upon registration:

- **Ordering and Status**
  - Place orders quickly and easily and get status reports on their progress.
- **Billing Capabilities**
  - Review, pay or inquire about your bills.
  - View bill summaries and create customized reports.
- **Trouble Reporting**
  - Create trouble tickets and get status reports automatically.
  - Initiate circuit tests.
  - View toll-free number and circuit inventories.
- **Network Performance**
  - Assess the performance of your network to help you make timely and informed decisions.
  - Analyze call detail and trunk traffic records in real time to assist in revenue generation, cost savings, or increasing your customer satisfaction levels.
- **Network Control**

- Make hands-on routing changes to optimize your toll-free network's performance.
- Assess and reconfigure dedicated voice trunk facilities on demand.

- **AT&T Managed Internet Service**
  - Manage your AT&T **MIS** Service, including DNS records and secondary domain names.
- **Training/Reference/Tutorials**
  - Take full advantage of the AT&T BusinessDirect Portfolio and get answers to many of your questions.
  - Access valuable training and reference guides and brochures.

Your Business Direct Manager, Christine Barnabei at 610-347-2144 (email:cbamabei@att.com), AT&T Service Manager (Karen Jubic) at 518-437-3311 (email:kmjubic@att.com) or your AT&T Account Executive Sheila Gibson 518-437-3234 (email:smgibson@att.com) or Tara Weitz at 914 397 5427 (emaillweitz@att.com) can register you and create a "Company Profile" that includes the AT&T services to which you currently subscribe. Then when you go online, you'll find that many of the entries for the on-screen data fields and drop-down menus in the AT&T BusinessDirect Portal are pre-populated for you.

Upon registering you, Christine, Karen, Sheila or Tara will also will authorize you or someone you designate to serve as the "Company Administrator" who may issue IDs to new users, deactivate the IDs of departing employees and perform other administrative tasks. Having a company administrator onsite eliminates the need to call AT&T with minor administrative matters.

So contact Christine, Karen, Sheila or Tara today and start taking advantage of AT&T's online self-service capabilities.

Attachment D - Disconnect Procedures

Disconnect "Returns Desk"

Change is inevitable...and in business, it can sometimes become a daily occurrence. Whether it's to move an office location or "right-size" a business unit, these changes may require disconnection of communication services. Whatever the reason, AT&T is ready to assist you with four (4) ways to process your request.

To disconnect any* AT&T service, follow these simple steps.

- Determine which service will not be reused anywhere else (will not be changed to another AT&T service) and needs to be totally disconnected.
- Submit your request in one of the following ways:
  1. Business Direct
  2. Call the AT&T Disconnect Desk at 1-866-888-DISC (3472)
  3. Email the Disconnect Desk at disconnect@rdsmail.ims.att.com
- Prior to submitting your disconnect order, please have the following information at hand (as applicable to the service you are disconnecting):
  a. Company Name
  b. Account Number Listed on Associated Bill
  c. Circuit ID
  d. DLCI
  e. Master Customer Number (MCN)
  f. Billed Account Number (BAN)
  g. Contact Name
  h. E-mail Address
  Contact Numbers including Phone, Fax, and possibly Wireless Best Reach Time
  k. ALL TOTAL DISCONNECT ORDERS, SHOULD ALSO BE COPIED IN EMAIL TO YOUR AT&T ACCOUNT TEAM REPRESENTATIVE, EITHER SHEILA GIBSON AT smgibson@att.com OR TARA WEITZ AT TARA.WEITZ@ATT.COM.

At the time a state agency or municipality places the initial disconnect request, you will receive a tracking number to be used for any future reference to this order. In 2 business days (by close of business), an Order Specialist will contact you to verify and complete your request. The Order Specialist may require additional service specific information and an authorization form, requiring signature, to complete the disconnection order. Apollo will need to review the document, sign and return it to the Order Specialist. Once all required information is returned, the standard disconnect interval will begin, and Concerto will be quoted the date billing will stop.

(Note: If your request includes multiple services, an Order Specialist for each product will contact you to confirm your request. These multiple contacts, where applicable, will assure that an AT&T representative with expertise in each piece of your service will assist you.)

Attachment E - AT&T Billing Contacts and Escalations

Billing Inquires should be submitted via BusinessDirect or by contacting the Customer Care inquiry and/or dispute number available on the top of the your invoice use the link below:

https://www.businessdirect.att.com/bortal/index.isb

Step	Action
1	Submit the billing inquiry and/or dispute through Business Direct when the service you have contracted is supported by Business Direct https://www.businessdirect.att.com/bortal/index.isb
	(Business Direct Customer Support Line: (800) 221-0000) **or** Call the Customer Care number on your invoice to submit an inquiry and/or dispute
2	Escalate through the same method used in step one
3	Contact the Service Manager (SM) or Billing Specialist (BS), but continue to escalate through the same method used in step one

Billing Inquiries/Disputes

Examples Billing inquiries/Disputes:

- Removing disaffiliated lines from your account and adjusting charges billed.
- Fixing about misapplied payments.
- Payment investigations.
- To request refund of a credit balance.
- To transfer a credit balance to one of your other accounts.
- Adding an itemized call detail.
- Bill reprints.

Any specific questions or issues surrounding charges, balances or discounts on your bill

Billing Inquiries for all services other than AT&T Local Services should be submitted using the Business Direct (formerly Interactive Advantage) Platform or emailing them directly to attEcare@rdsmailims.att.com or by calling 1-888 342 5697, prompt 2.

(Note: Billing Inquiries for AT&T Local Services (Local lines that are purchased from AT&T directly vs. Verizon) should referred to the billing inquiry number located at the top of the invoice, or to Karen Jubic at kirtjubic@att.com)

FOR ALL BILLING INQUIRIES/DISPUTES/ PLEASE INCLUDE A PARAGRAPH DESCRIBING THE NATURE OF THE ISSUE, THE ACCOUNT NUMBER, LINE NUMBER (S) AND ANY OTHER APPLICABLE INFORMATION

THE ROUTING CODE OF GMSYORB MUST BE INCLUDED ON ALL VOICE BILLING INQUIRIES SUBMITTED TO attEcare@rdsmail.ims.att.com IN ORDER TO ROUTE TO OUR SYRACUSE CUSTOMER CARE CENTER.

THE ROUTING CODE OF GMSYORD MUST BE INCLUDED ON ALL DATA BILLING INQUIRIES SUBMITTED TO attEcare@rdsmail.ims.att.coni IN ORDER TO ROUTE TO OUR SYRACUSE CUSTOMER CARE CENTER.

IMPORTANT: IF SUBMITTED VIA EMAIL, SUBJECT LINE – SHOULD INCLUDE ROUTING CODE ONLY!

A complete listing of escalation contacts and product specific processes are provided in Attachment A. Any need to escalate an issue should be brought to the immediate attention of the Service Manager -Karen Jubic at kinjuibic @att.com or 518-437-3311.

Point of Escalation - Voice Billing Inquiries	**Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation - Order Specialist	Monica Kerr Christopher Wise	kerrm@att.com cjwise@att.com	888-342-5697, 2 ext. 4827 ext. 4210
2nd Level Escalation - Coach	Beverly Young	beverlyyound@.att.com	315-442-3527
3rd Level Escalation - Service Manager	Karen Jubic	kmjubic@att.com	518-437-3311
Point of Escalation - Data Billing Inquiries	**Name**	**E-mail**	**Office # & Pager. #**
1st Level Escalation - Order Specialist	Sara Lavalle	saralavalle@att.com	866-541-9791 ext. 4448
2nd Level Escalation - Coach	Beverly Young	beverlyyound@.att.com	315-442-3527
3rd Level Escalation - Service Manager	Karen Jubic	kmjubic@att.com	518-437-3311

Any need to escalate any billing issue beyond 3rd Level should be brought to the immediate attention of Service Manager Karen Jubic at kmjubic@att.com.

Questions regarding AT&T Billing Edge SNYS OGSware can be directed to: 1-800-557-2455 Prompt #2

All other terms and conditions remain unchanged

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New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: January 27, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **twtelecom**
CONTRACT NO.: **PS63072**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Twtelecom has requested and the State has approved the updates to their price list which include the addition of pricing options for NxT1 Internet Access (7.5Mbps-12Mbps), and Managed Router for Internet Access options T1, NXT1 and DS3.

Refer to the **Pricing Information** section of the Contract Award Notification summary page for a link to the updated price list effective 01/27/09.

All other terms and conditions remain unchanged.

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Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: January 9, 2009

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **Verizon Business**
CONTRACT NO(S).: **PS63765**

SUBJECT: Contact Information Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Verizon Business is pleased to advise that our contact list has been updated to include all of the account team members dedicated to billing, orders, maintenance and sales for the Comprehensive Telecommunications Services Contract.

The updated Contractor Information is as follows:

Verizon Business Network Services Inc.
14 Corporate Woods Blvd.
Albany, NY 12211
FED ID #: 13-2745892

Donnalee O'Donnell
(866) 757-9761
Fax: (866) 404-8815
E-mail: NYSCTS@lists.verizonbusiness.com

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page and the link to the contact information for the updated contact list.

All other terms and conditions remain unchanged.

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Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: December 23, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.Mcneil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Business**
CONTRACT NO(S).: **PS63765**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon Business has requested and the State has approved the updates to their price list which include the addition of Converged Ethernet Access, reducing of the long distance rates for Mexico, and a decrease in the EUL charge that was effective July 1, 2008.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: December 22, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **VARIOUS**

CONTRACT NO.: **VARIOUS**

SUBJECT: T-1 Underutilization charge

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Various Comprehensive Telecommunications Services Contracts impose underutilization charges for Voice T1's for both Inbound and Outbound usage. These charges may be assessed if your usage falls below a specified monthly dollar or minute usage requirement.

OGS suggests that Authorized Users review their monthly bills to determine if such charges are included. Even if your current monthly bill does not contain these charges, you should review your Telecommunications carrier's contract to determine if they can impose these charges. Contracts are available at the following link:
http://www.ogs.state ny.us/purchase/prices

In the times of fiscal constraint OGS recommends that all Authorized Users of the Comprehensive Telecommunications Services Contracts review all existing T-1 lines to determine their monthly use and assess whether any consolidation or elimination of lines is possible. The contact individuals listed for the Telecommunication carriers can assist you in this review. Use the link above for contact information.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: December 4, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **tw telecom**
CONTRACT NO(S).: **PS63072**

SUBJECT: PROMOTIONS FOR DECEMBER ONLY

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
tw telecom, inc. (TWTC) has two promotions for the month of December ONLY.

1. On-Net or Off-Net new customers or prospects who purchase a new service are eligible to receive a one-month MRC certificate for future credit on their account.

   - Only products that bill a monthly recurring charge are eligible for the credit. Usage, taxes, surcharges, or products that do not bill monthly recurring charges are not eligible for the credit.
   - The free month certificate can be redeemed any time between March 1, 2009 and December 31, 2009 by faxing or emailing their certificate to Denver. The certificate will contain instructions for where to send it. The certificate is void after December 31, 2009.
   - Customers must contract for at least $1000 of new Month Recurring Revenue to be eligible for this credit. Off-net local loops are not eligible for credit.

2. Two separate offers are being launched for two separate Ethernet Internet customer targets. 1) customers who currently have 10Mbps EIS up to 100Mbps EIS and 2) those customers with 100Mbps+ EIS that want up to 1 Gbps EIS.
   - Customers with 10 megs of EIS or greater can upgrade to all the way up to 100megs with no incremental bandwidth steps for an additional $1000.
   - Customer with 100Mbps of EIS or greater can upgrade their current bandwidth up to 1Gbps at $10 per meg.

This above promotions are ONLY being offered from 12/1/08 through 12/31/08 for customer requested due dates BEFORE 1/31/09. Please direct any questions concerning this Contract Update to Kristin Hoblock at (518) - 640-0904.

All other terms and conditions remain unchanged.

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Procurement Services Group
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Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: November 24, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTORS: **tw telecom**
Verizon Wireless

CONTRACT NO(S).: **PS63072**
PS6376 6

SUBJECT: Updated Price List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
tw telecom has requested and the State has approved the updates to their NYS price list which include the following:

- Pricing reductions for MPLS and addition of Quality of Service (Qos) to the MPLS Product offering
- Collocation is being updated to reflect pricing increase and expanding power options

Verizon Wireless has requested and the State has approved the addition of the Blackberry Storm to their price list.

Refer to the Contractor Information section of the Contract Award Notification (CAN) summary page for a link to the updated price lists.

All other terms and conditions remain unchanged.

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http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE #30

AWARD NUMBER: 20268

DATE: November 6, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **VerizonBusiness**
CONTRACT NO.: **PS63765**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verzionbusiness has requested and the State has approved the following updates to their NYS price list:

Lot 1

- Update International Long Distance billing table to reflect a 18 to 30 second initial increment that is in conformity with VZB billing system. Many long distance rates have been reduced.

Lot 3

- Addition of data-only Adtran equipment.
- Internet port charges reduced Addition of new GigEport only hub service relabeled from Internet Access to Internet Port. Internet port, monthly recurring charge rate reduction of 20-40% for T1, T3, OC3, OC12, OC48 and Ethernet based on speed (MBPS).
- Rates for colocation have increased - Rates for bandwidth have **decreased by as much as 80%** and rates for power have increased approximately 20%.
- Price changes which reflect adjustments in the Universal Service Fund Charge FCC Surcharge for Educational Institutions (FCC 11 Sect 31.4) effective October 1, 2008. This is a tariff change based on FCC mandate and is not initiated by Verizon. The current Contribution Factor on contract is 11.4%, the same as the third quarter rate. The FUSF applies to regulated services and so may apply to certain services in Lots 1, 2, 3.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list which also reflects the deletion of some services.

All other terms and conditions remain unchanged.

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Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: November 3, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Lightower Fiber Networks**
CONTRACT NO(S).: **PS63764**

SUBJECT: Name Change/Contact Update

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Hudson Valley DataNet LLC has announced a new d/b/a. That d/b/a is **Lightower Fiber Networks**. The company address and FID# remains unchanged.

The new contact is:

Tim Smith, Regional Sales Director
Phone: 845-458-7712
Email: tsmith@lightower.com

Refer to the Contractor Information section of the Contract Award Notification (CAN) summary page for a link to the updated information.

All other terms and conditions remain unchanged.

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PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 30, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **All**
CONTRACT NO.: **All**

SUBJECT: Contract Migration Clarification

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The following language has been added to the PROCUREMENT INSTRUCTIONS section to clarify contract migration.

9. State Agencies or any other authorized users obtaining services via a current NYS centralized contract shall be able to migrate to any contract awarded to the same vendor as a result of RFP 20268, effective on the contract approval date and not dependent on the actual date of migration, with no charge or penalty. Migration by an agency or any other authorized user to any new centralized contract shall not diminish, alter or extinguish any right (that normally survives end of the contract period) that the agency or other authorized user had under the terms and conditions of their original contract. In instances where it is more advantageous for users to migrate, they may do so upon mutual agreement and negotiation with the contractor.

   Any existing State Agencies or Authorized Users migrating to pricing available under the new centralized contract will be eligible to receive any rate change resulting from such migration as of the date of migration to the new contract only. There shall be no retroactive credits or adjustments based upon the contract approval date.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 21, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Sprint Solutions, Inc.**
CONTRACT NO.: **PS63853**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Sprint has requested and the State has approved the updates to their price list which include the following:

1. Sprint has updated their equipment portfolio to include new devices for CDMA and iDEN:
   a. I365
   b. MOTORAZR E20
   c. Katana Eclipse
   d. M220
   e. M320
   f. Treo 800W
   g. Motorola V950

2. New: Seasonal Standby Plans are listed under Mobile Wireless.

3. Unlimited Data Access Plan no longer offered: Listed as Honored not Offered under Mobile Wireless.

4. New: Under Data Service Packs:
   a. Data Plans listed on the Sprint Business Application Plan (CDMA) EVDO, 1xRTT
   b. Sprint Business Application Plan (iDEN) Attachable
   c. Primary Data Plan (CDMA Only) Web/Data Access and Active Sync

5. New: Add-on Plans for t he Simply Everything Plans located on Voice Service Plan titled "Unli mited Multi-Line Rate Plans"

6. New: Air Track services listed under Data Applications.

7. Blackberry Services:
   a. Worldwide Data Blackberry Services
   b. Blackberry Enterprise S erver (BES) Client A ccess Licensing (CAL)-Exchange, Notes, and Groupwise
   c. BES/MIME Client Access Licensing (CAL) for MS Exchange
   d. 4.0 UPGRADE Blackberry Enterprise Server (BES) Software 4.1
   e. Blackberry T-Support 4.1

8. Total Equipment Protection has been moved from the Mobile Wireless Worksheet to the Voice Plan Attachable Worksheet.

9. "VOIP" No Longer Offered and has been removed.

10. Inserted new worksheet named "T1,DS3,OC3 Access".

11. Powersource Equipment Changes
    a. Ic502 are now End of Life
    b. ic602 are now End of Life
    c. ic902 are now End of Life

12. iDEN Versitile Equipment Changes
    a. I760 no longer available
    b. I880 now End of Life

13. iDEN Rugged Equipment Changes
    a. i355 is now End of Life
    b. i560 no longer available
    c. i365 is a New Phone at $89.99

14. iDEN International Only – v555 price was $105.99, now is $79.99

15. CDMA Powervision
    a. LG LX 570 Black is now End of Life with a price change, was $99.99 now $49.99
    b. Motorzar V3m (black & Red) price change, was $29.99 now is Free
    c. Motorazr V9m is now End of Life
    d. Samsung M510 is no longer available
    e. Samsung Upstage price change, was $99.99 now $49.99
    f. Sanyo Katana DLX all phones are now End of Life
    g. Motorazr VE20 is a new phone $99.99
    h. Katana Eclipse is a new phone $99.99

16. CDMA Voice and Vision
    a. LG LX160 price change was $19.99 now is $29.99 and is also End of Life
    b. Samsung M220 is a new phone $29.99

17. CDMA Camera
    a. Sanyo Katana 3800LX price change was $49.99 now $29.99
    b. Samsung M320 is a new phone $19.99

18. CDMA PDA Smartphone
    a. Blackberry 7130e price change was $136.99 now $99.99
    b. Blackberry Pearl 8130 is End of Life for Red color
    c. Blackberry Curve 8330 price change was $179.99 now $99.99
    d. Blackberry 8703e is now End of Life
    e. HTC Touch price change was $249.99 now $99.99
    f. Motorola MotoQ9c price change was $149.99 now $99.99
    g. Motorola MotoQ price change was $29.99 now free
    h. Palm Treo 70WX is now End of Life
    i. Samsung Ace i325 price change was $149.99 now $99.99
    j. Palm Treo 800W is a new phone $249.99

19. NDC on Sprint – Motorola V950 is a new phone $129.99

20. CDMA Mobile Broadband Cards
    a. Franklin U680 is no longer available
    b. Novatel U727 price change was $99.99 now $79.99
    c. Novatel S720 is now End of Life
    d. Pantech PX-500 is no longer available
    e. Sierra Compass 597 price change was $49.99 now free

21. Private Line Data Services is actually access for:
    a. T1
    b. DS3
    c. OC3

Promotion: The program (for new activations only) will give an additional $30 credit off of select handsets when purchased in groups of 10 or more or an additional $50 off when handsets are purchased in groups of 15 or more. The following handsets are included in this offer (and you can mix and match any of these, as long as you get the magic numbers of 10 or 15 as a total purchase). These devices must also be purchased at the same time. iDEN: i570, BB 7100i, i355 CDMA: BB 8830, U727, and Treo 800w.

Service Plan Note: Instinct: Available with Simply Everything, 450 and 900 plans. New customers must be provisioned on one of the new bundled voice/message/data plans. Cannot purchase voice only, business essentials or other legacy plans with the Instinct. Current customers must rate-plan swap to one of the new Simply Everything Plans.

*Simply Everything Plans do NOT receive the 25% monthly discount.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list dated October 10, 2008.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: October 9, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 1017

CONTRACTOR: **PAETEC**
AT&T

CONTRACT NO.: **PS63070**
PS6330 6

SUBJECT: PAETEC Remit to Address
AT&T Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

PAETEC has requested the remit to address and correspondence address be changed from 600 Willowbrook Office Park, Fairport, NY 14450 to the following:

PAETEC Communications
510 New Karner Road
Suite 5A
Albany, NY 12205

AT&T has requested and the State has approved the updates to their price list which include updating the hosting pricing, Lot 3 Internet Services.

Refer to the **Contractor Information** section of the Contract Award Notification (CAN) summary page for a link to the updated information for PAETEC and updated price list for AT&T.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 18, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna.McNeil@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Cable**
CONTRACT NO(S).: **PS63596**

SUBJECT: Price List Update/Remit to Address/Contact Updates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Time Warner Cable has requested and the State has approved the updates to their price list which include:

- Modifications to the Cable based Broadband and Internet Access levels pricing page, to correct identifiers for Access level 3 and 4

The **Remit to** address for **New York State Agencies** is as follows:

Time Warner Cable
Box 223085
Pittsburg, PA 15251-2085

NOTE: Be sure to reflect your account number on payments sent to any vendor.

For **Non-state agency Authorized Users**, invoices may reflect a different remit to address. If you have questions regarding the remit to address for your account(s), please contact your sales representative.

Sales and Service contacts have been updated and are reflected in the revised **Contract Award** dated September 12, 2008, refer to page 43.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 12, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Paetec Communications**
CONTRACT NO(S).: **PS63070**

SUBJECT: Update Price List

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Paetec has requested and the State has approved the updates to their NYS price list.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: September 11, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Business Network Services Inc.**
CONTRACT NO(S).: **PS63765**

SUBJECT: **Remit to Addresses**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The above referenced contract, awarded to Verizon Business Network Services Inc., FEIN# of 13-2745892, has various entities providing service. These entities will issue monthly bills with different "**remit to"** addresses. Authorized users are advised to send their payments to the address indicated in the "**remit to**" section of their monthly bill. The payments should be made to:

Verizon
FEIN#: 13-2745892

Be sure to include your account number on all remittances to ensure proper credit.

All other terms and conditions remain the same.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 28, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Wireless**
CONTRACT NO.: **PS63766**

SUBJECT: Updated Price List

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon Wireless has requested and the State has approved the updates to their NYS price list which includes prices decreases and additions.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the updated price list dated August 28, 2008.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 22, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **Sprint**
CONTRACT NO(S).: **PS63853**

SUBJECT: Remit to Address

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Sprint has requested the remit to address for invoices ONLY under this contract be mailed to:

US Mail:
Sprint
P.O. Box 4181
Carol Stream, IL 60197-4181

Electronic Funds Transfer:
Bank of America, N.A.
101 S Tryon Street
Charlotte, NC 28255
ABA: 111000012
Acct#:3752205642

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 14, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Paetec**
CONTRACT NO(S).: **PS63070**

SUBJECT: Price List Update

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Paetec has requested and the State has approved the updates to their price list which include:

1. Change EUCL (End User Common Line Charge to FSLC (Federal Subscriber Line Charge)
2. Add PINNACLE service - Lot 1 – NOTE: The Minimum Amount column refers to the prices for the various tier levels of service. These reflect the lowest price that the services can be offered at.
3. Add Advantage Business Lines and Switched Local Service

Refer to the **Pricing Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list dated and effective August 14, 2008.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 11, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **Sprint Solutions Inc.**
CONTRACT NO(S).: **PS63853**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Sprint has requested and the State has approved the updates to their price list which are summarized below:

1. Effective August 1, 2008 Sprint's 411 charges will be $1.79;

2. Effective August 1, 2008 Sprint's billing system will change. Access only will be billed in advance. Access for your current month plus the following access charges will be billed on the first bill;

3. Sprint has updated their equipment portfolio to include new PDA/Blackberry devices for CDMA and iDEN, new iDEN flip phones and camera phones, new CDMA flip phones and camera phones, international phones, air cards to include PCMCIA/USB/Express, along with their new CDMA Push to Talk radio phones (NDC Phones).

4. Sprint has updated their monthly services highlighting the following services.
    a. Our new Sprint Business Essential Plans with a low cost add-on plan that pools with all the phones on an account making it more cost effective and helps to reduce your monthly cost which includes:
        i. Mobile to Mobile Free with any Nextel or Sprint Phone
        ii. Group Connect Free
        iii. Free Voice Mail, Caller ID, Domestic Long Distance

iv. Unlimited Direct Connect (Walkie Talkie One on One)
v. Free Nights and Weekends (7pm to 7am during the week)
vi. Unlimited Direct Talk on Nextel Phones (Off Network Communications)

b. The New Simply Everything plans. These are also the only plans available to activate our new Instinct phone.
c. Third Party applications for GPS, Laptop Security, Navigation
d. Email solutions for both PDA's and Blackberry's along with web services
e. Converged Network Solution (CNS) is now available for in-building coverage and wireless campus solutions along with PBX integration services.

Refer to the **Pricing Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list dated and effective 08/01/08.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 7, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTORS: **Genesys Conferencing**
AT&T

CONTRACT NO(S).: **PS63110**
PS6330 6

SUBJECT: New Contact for Genesys
Additional contacts for AT&T

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

1. **Genesys Conference** was purchased by InterCall, Inc. Genesys has assigned a new account representative.

Mr. Joseph Kirch		Phone:	631-261-1781
InterCall/Genesys		Fax:	706-634-4021
Email:	jkirch@intercall.com	Cellular:	646-924-8599

2. **AT&T** has requested and the State has approved the addition of the following contacts for Account Team Support:

Lisa Magill, Regional Account Manager, University Sales/Solutions UNY, 607-761-5552, lisa magill@att.com
For Western NY, the Campus Sales Rep is Dave Schenk, 716-239-9549, david.schenk@att.com
For Central NY, the Campus Sales Rep is Linda Holloway, 607-731-1074, linda.holloway@att.com
For Eastern NY, the Campus Sales Rep is Gina Heintz, 518-256-7766, gina heintz@att.com

For updated information refer to the revised **Award Notification**.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: August 1, 2008

GROUP: 77017 - Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

CONTRACT PERIOD:
August 16, 1007 – August 15, 2017

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACTOR: **Verizon Business Network Services, Inc.**

CONTRACT NO.: **PS 63765**

SUBJECT: Possible Strike

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

In anticipation of a possible strike by Verizon Telecom employees, OGS has secured a contingency plan from Verizon Business on how they expect to address service during the possible walk out. The contracts that provide some local telephone services for Verizon Business customers expire at midnight on August 2, 2008. The strike is not expected to impact day to day service and will not affect wireless communications.

Please be advised that Verizon's CTS SPOC (single point of contact) **866-757-9761** phone number for the Verizon contract remains in effect. All Verizon contract administrators will remain available to assist state agencies.

Attached is the official information letter on the current bargaining with Verizon Business labor unions in New York State.

August 1, 2008

Donna McNeil
NYS Office of General Services
Empire State Plaza
Albany NY 12242

One Verizon Way
Basking Ridge, NJ 07920

Dear Ms McNeil]:

We want to provide you with information about Verizon's labor negotiations and their potential impact on Verizon Business and services we provide to you. First of all, we have no reason to believe the current negotiations will lead to any kind of work stoppage—but in the event they do, this is what you should expect.

Verizon Telecom, which provides some local telephone services for Verizon Business customers in Verizon East, has contracts that expire at midnight on August 2, 2008 with two unions that represent approximately 65,000 employees. Verizon East includes Massachusetts, New York, New Jersey, Pennsylvania, Delaware, Maryland, the District of Columbia, Virginia, Rhode Island and West Virginia.

All other Verizon Telecom territories, as well as Verizon Business employees, are not covered by these expiring contracts. Verizon Wireless employees also are not covered. Accordingly, services furnished entirely by Verizon Business, Verizon Wireless and services furnished by Verizon Business outside Verizon East should not be impacted.

Verizon Telecom and the unions have publicly stated they are in bargaining discussions to agree upon new contracts that are fair for both union-represented employees and the company. Discussions are ongoing, and if for some reason the parties are unable to reach an agreement on a new contract prior to August 2, a work stoppage is a possibility. It is also possible the parties could continue bargaining while employees continue working.

In the event of a work stoppage, Verizon Telecom would add personnel for work activity associated with Verizon Business customers. Installation and maintenance time frames and customer service response intervals could be impacted for certain services in the Verizon East territory. Maintenance would be the top priority with the goal to maintain normal intervals for maintenance based on the volume of trouble tickets. Provisioning would be ramped up as the maintenance load is stabilized and balanced with maintenance activities. New provisioning project intervals would be negotiated based on size and scope of the project.

Verizon Business is committed to continue to provide its customers with normal high levels of service, and preparations are underway to address customer impacts of a work stoppage. Our Business Continuity plans have been assessed to ensure a business-as-usual service approach, and operational contingency plans have been developed for provisioning and maintenance activities in coordination with Verizon Telecom.

We value your business and trust.

Sincerely,

Sara Burkhardt
Sales Engineer
Verizon Business

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: July 10, 2008

GROUP: 77017 Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 1017

CONTRACTOR: **Verizonbusiness**
CONTRACT NO(S).: **PS63765**

SUBJECT: Price list update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizonbusiness has requested and the State has approved the updates to their price list which include the following:

1. Adjustments in the Universal Service Fund Charge FCC Surcharge for Educational Institutions on Verizon New York Inc. and MCI Communications Services, Inc. (MCI) services (FCC 11 Sect 31.4, MCI Guide) effective July 2008.
2. Standardizing MCI rates for Manages Services and lowering the rate.
3. No charge applies when changing long distance service provider and clarified usage rate information for PRI.

Refer to the **Pricing Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list dated July 10, 2008.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 17, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Telecom**
CONTRACT NO(S).: **PS63072**

SUBJECT: Company Name Change to **tw telecom**

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Time Warner Telecom is becoming **tw telecom** as of **July 1, 2008**. Although the name will change, services, account teams, contracts, address and FID# will remain unchanged.

The Award will be revised on July1, 2008 to reflect the name change.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
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http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 11, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTORS: **Paetec***
Sprint Solutions, Inc.**
Time Warner Telecom***

CONTRACT NO(S).: **PS63070***
PS63853**
PS63072***

SUBJECT: Contact Information Updates

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
***Paetec** has a new contract administrator who replaces Anna Drew.

Deana Gray, Office Manager	Phone:	518-862-9050
PAETEC	Fax:	518-862-2320
	Email:	Deana.Gray@PAETEC.com

****Sprint Solutions, Inc.** has requested and the State has approved the Regional Contact Information updates for Sales/Repair/Troubles/Escalation as follows:

Contact Additions:
1. Mark Schenk: Public Sector Account Manager – Wireless
   Addition: ***Lower Hudson Valley, New York City***
2. ***Phil Foti: Sales Manager, Sprint Public Sector New York, Phone: 732-582-3685, Email: Philip.foti@sprint.com***

Title Change:
Bill Brittingham: ***Regional Director***

Continued

****Sprint Solutions, Inc. continued;**
Delete:

1. Jasper Little: Public Sector Account Manager – Wire Line and Wireless
   Lower Hudson Valley, Westchester, New York City
   Phone: 917-532-7789, Fax: 646-458-3598
   Email: Jasper.a.Little@sprint.com
2. Paul Connelly: Director, Sprint Public Sector New York City
   Phone: 646-458-3568
   Email: C.Connelly@sprint.com

*****Time Warner Telecom** has requested and the State has approved the change of contact from Dave Wilbur to Kristin Hoblock.

New Contact Information:

Kristin Hoblock
Account Manager
Phone: 518-640-0904
Fax: 518-640-9815
Email: Kristin hoblock@twtelecom.com

Refer to the **Award Document** section of the Contract Award Notification (CAN) summary page for a link to the updated contact information.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 11, 2008

GROUP: 77017 – Comprehensive Telecommunication Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Business**
CONTRACT NO(S).: **PS63765**

SUBJECT: Price List Update

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon Business has requested and the State has approved the updates to their NYS price list which include price decreases effective August 1, 2008, price increases due to an annual increase in the EUCL charge that was effective April 1, 2008.

This update includes a **TEMPORARY addition of VSSI long distance as a grandfathered service for EXISTING CUSTOMERS ONLY for 180 day period ending on 12/19/08**.

Refer to the **Pricing Information** section of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 6, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Wireless**
CONTRACT NO(S).: **PS63766**

SUBJECT: Table Two Participation

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon Wireless has notified us they are extending participation under the above referenced contract to groups eligible to purchase under Table Two.

Refer to our website www.ogs.state ny.us/purchase/snt/othersuse.asp for a link to Table Two.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: June 2, 2008

GROUP: 77017 –
Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Verizon Wireless**
CONTRACT NO(S).: **PS63766**

SUBJECT: Price List Update

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon Wireless has requested and the State has approved updates to their NYS price list.

Refer to the **Pricing Information** section of the Contract Award Notification summary page for a link to the updated price list which is effective June 2, 2008.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 28, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Cable**
CONTRACT NO(S).: **PS63596**

SUBJECT: Price List Update

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Time Warner Cable has requested and the State has approved the updates to their price list which are outlined below:

- Modifications to Ethernet pricing page, to include additional tier options and applicable taxes, fees and surcharges
- Modifications to the Cable based Broadband pricing page, to include improved pricing and speed offerings
- Modifications to the Internet Access pricing page, to include improved pricing and speed offerings and addition tier options for dedicated internet access

Refer to the **Pricing Information** section of the Contract Award Notification summary page for a link to the updated price list which is effective May 28, 2008.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 23, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTORS: **Sprint Solutions, Cablevision Lightpath**
CONTRACT NO(S).: **PS63853**
PS6385 5

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: New Contracts Sprint Solutions and Cablevision Lightpath

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Sprint Solutions was approved and added to the Group 77017 Award 20268 on May 9, 2008
Cablevision Lightpath was approved and added to Group 77017 Award 20268 on May 15, 2008.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: May 8, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Donna McNeil
Purchasing Officer I
(518) 474-4579
Donna mcneil@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTORS: **ALL**
CONTRACT NO(S).: **ALL**

SUBJECT: New Contract Administrator/New PTP Policy

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
The contract administrator is:
Donna McNeil, Purchasing Officer 1
Phone: 518-474-4579
Fax: 518-486-6867
Email: donna mcneil@ogs.state.ny.us

Effective April 1, 2008
NYS Agency INTENT TO PURCHASE TECHNOLOGY (ITP) NOTIFICATION FORM is **replaced** by the **NOTIFICATION OF PLAN TO PROCURE TECHNOLOGY FORM (PTP),** see information below

CIO/OFT PLAN TO PURCHASE POLICY

New York State agencies are reminded that they must submit a Notification of Plan to Procure Technology Form (PTP) to the Office For Technology (OFT) for approval prior to purchasing Telecommunications services or equipment. For additional information about the CIO/OFT's PTP process, please visit their website at:
http://www.oft.state.ny.us/Policy/NYS-P08-001.pdf

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: April 2, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
08/16/2007 – 08/15/2017

CONTRACTOR: **Verizon Business**
CONTRACT NO(S).: **PS63765**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski
(518) 474-7955
Peter.chudzinski@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Update Price List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
Verizon Business has requested and the State has approved the updates to their NYS price list which include ISDN PRI price reduction and adjusted Universal Service Fund Charge from 10.5% to 11.3% charge.

Refer to the **Pricing Section** of the Contract Award Notification (CAN) summary page for a link to the updated price list.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: March 21, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **at&t**
CONTRACT NO(S).: **PS63306**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Hal Bartley
Purchasing Officer 2
(518) 474-6705
Hal.bartley@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Wireline Service Update to add Domain Name Server (DNS) and Telecommunications Services Priority (TSP) to the contract.

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

AT&T has requested and the State has approved the addition of Domain Name Server (DNS) and Telecommunications Services Priority (TSP) Charges to the contract. An updated price list is available at the pricing section of the Contract Award Notice.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 15, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Hal Bartley
Purchasing Officer 2
(518) 474-6705
Hal.bartley@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **at&t**
CONTRACT NO(S).: **PS63306**

SUBJECT: Price updates for wireless equipment & service plans

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

AT&T has requested and the State has approved price updates for wireless equipment & service plans. An updated price list is available at the pricing section of the Contract Award Notice.

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: February 7, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Hal Bartley
Purchasing Officer 2
(518) 474-6705
Hal.bartley@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **Time Warner Telecom**
CONTRACT NO(S).: **PS63072**

SUBJECT: Price Reductions in Internet Access and SONET, Change of Contact Information

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Time Warner Telecom has requested and the State has approved price reductions in Internet Access and SONET for this contract. An updated price list is available at the pricing section of the Contract Award Notice.

Also Time Warner Telecom has a new contact, please refer to the following:

David Wilbur
Account Executive
Time Warner Telecom
10 Airline Drive
Albany, NY 12205
Phone: (518) 640-0913
Fax: (518) 640-9815
E-mail: David.Wilbur@twtelecom.com

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: January 9, 2008

GROUP: 77017 – Comprehensive Telecommunications Services

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **All**
CONTRACT NO(S).: **All**

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Hal Bartley
Purchasing Officer 2
(518) 474-6705
Hal.bartley@ogs.state ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

SUBJECT: Customer Authorization to Order Services and/or Change Preferred Carrier

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

When ordering services under this contract all contractors may require that the contract user complete a "Customer Authorization to Order Services and/or Change Preferred Carrier" Form. The form may be arranged differently for each contractor but the main content will be similar. This type of form is required by FCC Regulation Title 47, Part 64.1120 for carrier exchange to prevent slamming and **should be signed by contract users if you are requested to do so**.

Below is a sample of how this form may be designed:

Communications Service Request and Full Local Letter of Agency

Customer Billing Name		**Date**	
Customer Billing Address	**City**	**State**	**ZIP Code**
Customer Street Address	**City**	**State**	**ZIP Code**
Name of Individual Authorized To Act for Customer	**Title**	**Phone Number of Individual Authorized To Act for Customer**	

The signature below confirms my decision to change from my current carrier(s) to "*New Contractor's name*" for the individual service or services I have designated by marking the boxes below. I understand that only one carrier may be designated as my interstate or interLATA primary interexchange carrier for any telephone number. To the extent that my state allows me to choose an additional primary carrier(s) for intraLATA toll, local service, interLATA toll or international toll, I understand that I may designate different carriers for each. I choose "*New Contractor's name*" for the services marked below.

Service Type: ☐ Local Exchange ☐ Local Toll (intraLATA) ☐ Long Distance (interLATA Toll)

I select "*New Contractor's name*" to provide the telecommunications service types indicated above for each of the telephone numbers listed.
Billed Telephone Number(s) (BTN):

Use separate page for additional BTNs - ☐ Check here if used

Customer and the person(s) executing this Letter of Agency (LOA) appoint "*New Contractor's name*" to:

a) Act as Customer's agent in order to effectuate the collection of account information and to carry out the changes(s) authorized herein on Customer's behalf.
b) Order 1+ access with the local telephone company for lines located at the above address and designated on this form or its attachments.
c) Act as Customer's communications representative for all negotiations with the local telephone company, interconnecting company and any other equipment supplier.
d) Handle all negotiations for service requests, including access service requests (ASRs) equipment records (2733 records) billing inquiries and the issuance of orders related to Customer's telephone systems at address listed herein.

This authorization is in addition to any other agency agreements currently in effect and does not preclude Customer from acting on its behalf when deemed necessary. This agency designation supersedes previous LOA agreements. This authorization is effective from the date written below until termination or revoked by Customer in writing to Verizon.

I understand and accept the terms and conditions of this Letter of Agency. Communications Services provided as a result of this agreement will be governed by "*New Contractor's name*" state and federal tariffs and the Service Publication and Price Guide, as applicable. I AM DULY AUTHORIZED TO MAKE THE CHANGE(S) INDICATED BY EXECUTING THIS AGREEMENT.

ELECTRONIC SIGNATURE. Customer may sign this Communications Service Request and Full Local Letter of Agency by emailing it to Verizon, in accordance with Verizon's instructions and the *Electronic Signatures in Global and National Commerce Act*, as it may be amended from time-to-time (the "E-Sign Act"). Customer agrees that any Services provided hereunder may not be used primarily for personal, family, or household purposes.

Customer's Signature	
Customer's Name (Print or Type)	
Title (Type)	
Date	

All other terms and conditions remain unchanged.

New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 20268

DATE: December 19, 2007

GROUP: 77017 – Comprehensive Telecommunications Services – AT & T

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS
Peter Chudzinski

(518) 474-7955
Peter.chudzinski@ogs.state.ny.us

OTHER AUTHORIZED USERS
Customer Services
(518) 474-6717
customer.services@ogs.state ny.us

CONTRACT PERIOD:
August 16, 2007 – August 15, 2017

CONTRACTOR: **AT&T**
CONTRACT NO(S).: **PS63306**

SUBJECT: Update Price List

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:
AT & T is adding Nationwide DS3 Private Line Pricing to it's Connectivity offer under the CTS award.

An updated pricelist is available at the Pricing Section of the Contract Award Notice.

All other terms and conditions remain unchanged.

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

CONTRACT AWARD NOTIFICATION (REVISED 9-4-2007)

Title	:	**Group 77017 – Comprehensive Telecommunications Services (Statewide)** **Classification Code(s): 43, 45, 81, 83**
Award Number	:	**20268**
Contract Period	:	**August 16, 2007 – August 15, 2017**
Bid Opening Date	:	**September 19, 2006**
Date of Issue	:	**August 30, 2007**
Specification Reference	:	**As Incorporated In The RFP 20268**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Peter Chudzinski Phone : 518-474-7955 Fax : 518-486-6867 E-mail : Peter.chudzinski@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The New York State Office of General Services, Procurement Services Group has identified qualified contractors to provide various Comprehensive Telecommunication Services. This contract award identifies the multiple contracts, both statewide and/or by county, to provide Authorized Users the ability to obtain various Telecommunication Services. This Contract Award Notification outlines the terms and conditions, as well as the accepted Telecommunication Services and installation specifications.

PR # 20268

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.#
PS63069 SB MBE	BestWeb 25 South Riverside Avenue Croton-on-Hudson, NY 10520		13-3886836
PS63110	Genesys 8020 Towers Crescent Drive Vienna, VA 22182		04-3305282
PS63100	InfoHighway 39 Broadway, 19th Fl New York, NY 10006		13-3793720
PS63101	Intercall 8420 W. Bryn Mawr Suite 400 Chicago, IL 60631		58-1942497
PS63070	Paetec Communications 600 Willowbrook Office Park Fairport, NY 14450		16-1551095
PS63071	Qwest Communications 1801 California Street, Suite 3400 Denver, CO 80202		04-6141739
PS63072	Time Warner Telecom 10 Airline Drive Albany, NY 12205		13-3699930

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

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PROCUREMENT INSTRUCTIONS

NOTE TO AUTHORIZED USERS:

Multiple contracts were awarded as a result of RFP 20268. They reflect various lots and categories within the lots. Authorized Users should contact contractors to determine best pricing and service offering prior to making a purchase.

1. Authorized Users placing an order under this contract are not required to execute any additional agreements.

2. When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use.

3. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes.

4. The authorized user must periodically sample the results of its procurements to determine its compliance.

5. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

6. The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

7. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:
    i. a statement of need and associated requirements,
    ii. a summary of the contract alternatives considered for the purchase,
    iii. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

OFFICE FOR TECHNOLOGY NOTIFICATION REQUIREMENTS

Prior to making a purchase from any contracts awarded as a result of RFP 20268 all Executive branch state agencies, departments, offices, divisions, boards, bureaus, commissions and other entities over which the Governor has executive power and the State University of New York, City University of New York and all public benefit corporations the heads of which are appointed by the Governor ,will be required to notify the Office of the Chief Information Officer by submission of an Intent to Purchase (ITP) to the Office for Technology and receive formal written authorization from OFT prior to ordering service.* There is no minimum dollar requirement for any ITP submitted under this section as is the case with other technology equipment and/or software purchases. See below for a sample ITP form.

OFT Approval Required	OFT Approval Not Required
LOT 1 - Voice Services	**LOT 1 - Voice Services**
• All service involving OFT Centralized Telecommunications Systems	• Long Distance Service
• Local Exchange Service	• Toll-Free Service
• Centrex Service	• Calling Card Service
• VoIP Service	• Directory Assistance
LOT 2 - Connectivity Services	**LOT 2 - Connectivity Services**
• All Service involving connectivity to the NYeNet	• Switched 56kbps Service
• Private Line Data Service	• ISDN Service
• Frame Relay Service	• xDSL Service
• ATM Service	• Broadband Cable Service
• SONET Service	• Fixed Wireless Service **
• Ethernet Service	
LOT 3 - Managed Services	**LOT 3 - Managed Services**
• Internet Access Service	• Internet Hosting Service
• Audio Teleconferencing	• Video Conferencing Service
• MPLS	• Interactive Voice Response
	• Co-Location
	• Student Re-Sale
	• Mobile Wireless **

Reference the Office for Technology Policy 96-2A for further clarification and guidance. http://www.oft.state.ny.us/policy/tp_96a.htm

**Additionally contract users must adhere to NYS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

NYS Agency ITP Form

New York State Office for Technology
INTENT TO PURCHASE TECHNOLOGY NOTIFICATION FORM

Agency: _____ Agency Code: _____

Submission Date: _____ Agency Contact: _____

Phone: _____E-Mail: _____ Fax:_____

Please submit completed form to: oft.sm.cs.itp@oft.state.ny.us
Although electronic submission is preferred, completed forms may be faxed to (518) 474-1196 or mailed to: The Office for Technology; Customer Relations (ITP); Swan St., Core 4, 1st Floor; PO Box 2062; Albany, NY 12220-0062.
(If you have any questions, please contact OFT Customer Relations at the above email address or 518-473-2658.)

- Purpose: Briefly describe the technology related product, service, system, application or project. Include an explanation if this proposal is part of a major new development, major enhancement, complete re-engineering or maintenance of an existing system. Estimate the useful life of this acquisition.

- Reference any related notification form(s) previously submitted to OFT.

- Status of Purchase: Explain where this purchase stands in the procurement cycle at the time of this notification.

- Projected Schedule:

  Purchase or Award Date: _____
  Implementation Date: _____
  Implementation Completion Date: _____

- Functionality: Describe the current condition of the business or program area which is in need of this project or acquisition and the strategy this proposal will support.

- Alternatives: Assess the strengths and weaknesses of each alternative that was examined.

- Cost Summary:

	Cost	Annual Cost
Acquisition		
Hardware		
Software		
Supplies		
Utilities		
Location (leases, etc.)		
Services		
Training		
Maintenance		
Security		
Consultant		
Consultant to Implement		
Consultant for Ongoing Support		
TOTAL	$_____	$_____

- Benefits: Describe how this proposal could benefit other State agencies and/or units of Local Government. Identify both tangible and intangible benefits associated with this proposal. Quantify tangible benefits in terms of direct dollar values. Benefits may be cost avoidance, cash savings, revenue generation or productivity increases. Include any agencies that directly participated /assisted (i.e., interagency steering council or work group) in this procurement and/or are procuring it jointly with your agency. In general, describe the return-on-investment.

- Personal Service Requirements:

FTEs to Implement #_____
FTEs for Annual Support #_____
FTEs if not Implemented #_____

- Proposed Method of Procurement (check one):

Centralized Contract
Agency-Specific Contract
Mini-Bid Project #_____
IFB
Partnering with Another Agency
Emergency
Other State Contract/Agreement
RFP

Please notify OFT about the award when made.

- OFT Standards Addressed (check all that apply):

Part of Buy Plan
Data Dictionary Used
Use on the NYT
Other Agencies Able to Share Contract

SELECTING A SERVICE PROVIDER

There are several factors that an Authorized User should consider when selecting a Telecommunications Service provider. The Authorized User should consider:

- Service Type
- Coverage Area
- Price
- **Service Levels Provided – Reference Attachment 1 for a complete list, by contractor, of services to meet your needs and if a contractor meets, exceeds or does not meet the particular service(s) you are considering. It is recommended that prior to any purchase you compare the services offered and contact various vendors to improve on the service level.**

All of these factors should be considered in selecting an appropriate Contractor.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SERVICE TYPES AVAILABLE

SERVICE LOTS AND CATEGORIES

- Services by Lot(s) or Categories of Services within the Lot(s)
- Statewide
- County or Multiple Counties

Lot 1 – Voice Services

Category

A. Local Exchange Service
B. Long Distance
C. Toll Free
D. Centrex
E. Calling Card
F. Directory Assistance
G. Voice over IP

Lot 2 – Connectivity Services

Category

A. Private Line Data Services
B. Switched 56
C. Integrated Services Digital Network (ISDN)
D. Digital Subscriber Line (DSL)
E. Frame Relay Services
F. ATM
G. SONET
H. Ethernet (MAN/WAN)
I. Cable Based Broadband
J. Fixed Wireless Services

Lot 3 – Managed Services

Category

A. Internet Access Services
B. Internet Services
C. Co-Location Services
D. Multi Protocol Label Switching (MPLS)
E. Mobile Wireless
F. Audio Conferencing
G. Video Conferencing
H. Interactive Voice Response (IVR)
I. Student Resale

COVERAGE AREA

Awards may be Statewide, by County or Multiple Counties. New York State is divided into 62 Counties. The counties to be covered are as follows:

Albany	Herkimer	Richmond
Allegany	Jefferson	Rockland
Bronx	Kings	Saratoga
Broome	Lewis	Schenectady
Cattaraugus	Livingston	Schoharie
Cayuga	Madison	Schuyler
Chautauqua	Monroe	Seneca
Chemung	Montgomery	St. Lawrence
Chenango	Nassau	Steuben
Clinton	New York	Suffolk
Columbia	Niagara	Sullivan
Cortland	Oneida	Tioga
Delaware	Onondaga	Tompkins
Dutchess	Ontario	Ulster
Erie	Orange	Warren
Essex	Orleans	Washington
Franklin	Oswego	Wayne
Fulton	Otsego	Westchester
Genesee	Putnam	Wyoming
Greene	Queens	Yates
Hamilton	Rensselaer	

Group 77017 Award 20268 Comprehensive Telecommunications Services

	LOT 1							LOT 2										LOT 3								
	Local Exchange Service	Long Distance	Toll Free	Centrex	Calling Card	Directory Assistance	Voice over IP (VoIP)	Private Line Data Service	Switched 56	ISDN	xDSL	Frame Relay	ATM	SONET	Ethernet	Cable Based Broadband	Fixed Wireless	Internet Access	Internet Services	Co-Location	MPLS	Mobile Wireless	Audio Conferencing	Video Conferencing	IVR	Student Resale
Best Web								R										R								
Genesys																							S	S	S	
InfoHighway	R	R	R	R	R	R	R			R								R					S			
Intercall																							S	S		
Paetec	R	S	S		S	S	S											S		S	S		S		S	S
Qwest		S	S		S	S	S	S				S	S	S				S	S	S	S		S		S	
Time Warner Telecom										R				R	R			R		S	S					

R - Regional (Reference the contractors Regional Awards)

S - Statewide

Contractor Contact Information

Best Web Contact Information

Orders

Sales Group
914-271-4500 x375
877-777-2932 x375 (toll free)
914-271-4292 Fax
sales@bestweb.net

Repair / Trouble

Technical Support Group
- 914-271-4500 x498
877-777-2932 x498 (toll free)
914-271-4292 Fax
support@bestweb.net

Escalation

-Andy Dickey, Vice President
914-271-4500 x302
877-777-2932 x302
914-271-4292 Fax
andy@bestweb.net

Genesys Contact Information

Orders

Matthew Parisi
Government Account Manager
212.916.8881

Repair / Trouble

Customer Service
Jamie Wolters
1-866-Genesys

Billing
Michelle Summers & Matt Parisi
1-866-Genesys

Escalation

Customer Service
Jamie Wolters
1-866-Genesys

Billing
Michelle Summers & Matt Parisi
1-866-Genesys

InfoHighway Contact Information

Orders

Jessica Saracco
631-815-1224
jsaracco@infohighway.com

Repair / Trouble

Customer Care Center
800-562-4206
customerservice@infohighway.com

Escalation

Repair	Customer Service (MAC & Billing)
Jason Holden Supervisor, Voice Repair (212) 404-5120 (office) (917) 613-1938 (cellular) jholden@infohighway.com	Mildred Seon Supervisor, Customer Service (800) 320 6372 (office) mseon@infohighway.com
Mike Redmond Manager, Repair (212) 404-5226 (office) (917) 709-3245 (cellular) mredmond@infohighway.com	Gregg Dickens Manager, Customer Care (Billing/MAC) (631) 815-1231 (office) (917) 843-2433 gdickens@infohighway.com
Rick Akey Managing Director, Repair (610) 755-4251 (office) (610) 633-2191 (cellular) rakey@broadviewnet.com	Chenoa Edwards Vice President, Customer Care Center (914) 922-7667 (office) (914) 552-7951 (cellular) credwards@broadviewnet.com
Art Gairo SVP, Customer Repair (610) 755-4182 (office) (610) 636-0036 (cellular) agairo@broadviewnet.com	Joe Mangiaracina Sr. VP Customer Relationship Management (215) 293-8736 (office) (267) 784-1268 (cellular) jmangiaracina@broadviewnet.com

Executive Escalation

Peter Parrinello
pparrinello@infohighway.com
212-404-5200

Intercall Contact Information

Orders

Joseph Kirch- Senior Meeting Consultant
Phone Number: 631-261-1781
Fax Number: 706-634-4021
E Mail: jkirch@intercall.com

Karen Chon- Project Manager
Phone Number: 212-709-9752
Fax Number: 212-509-1890
E Mail: karechon@intercall.com

Julee McGinnis: Sales Manager
Phone Number: 212-709-9757
Fax Number: 212-509-1890
E Mail: jheld@intercall.com

24/7 Reservations Line: Reservations, customer service or billing:
1.800.374.2441, +1.706.645.8600 or www.intercallonline.com

Repair / Trouble

Quality Department
qcd@intercall.com
Phone: 877-210-3717
Fax: 800.873.2339

Crystal Wright
Quality Supervisor
Email: cwright@intercall.com
Desk: 706-634-6194
Cell: 706.773.1663

Bonita Culpepper
Quality Supervisor
bculpepp@intercall.com
Desk: 770-683-2192
Cell: 678-462-6872

Ron Williams
Quality Manager
rwilliam@intercall.com
Desk: 706-634-2760
Cell: 706-773-5330

Michael Carrne
Quality Manager
mcarrne@intercall.com

Desk: 706-634-3683
Cell: 678-770-0446

Jonathan Adcock
Quality Director InterCall North America
jadcock@intercall.com
Desk: 706-643-6054
Cell: 706-773-6053

Escalation

Account Management
ameastregion@intercall.com
Phone: 800.891.9896\706.634.3649
Fax: 800.873.2337

Amy Doss
Supervisor
Email: adoss@intercall.com
Desk: 706.634.4182
Cell: 706.773.6502

Tracy Eason
Supervisor
teason@intercall.com
Desk: 706.643.8183
Cell: 706.773.1622

Julie Johnston
Supervisor
jcjohnston@intercall.com
Desk: 706.634.4170
Cell: 678.665.2616

Paula Jackson
Manager
pjackson@intercall.com
Desk: 706.645.8444
Cell: 706.773.0976

Laurie Pearce
Sr. Manager
lpearce@intercall.com
Desk: 706.645.9378
Cell: 706.773.9378

Jonathan Adcock
Quality Director InterCall North America
jadcock@intercall.com
Desk: 706-643-6054
Cell: 706-773-6053

Paetec Communications Contact Information

	Repair	Repair	*Orders*	*Account Support*
	877-340-2555	**877-340-2555**	**877-572-3832**	**http://webfront.paetec.com**
	Network Operations Center	**Network Operations Center**	**Albany Office**	**Account Management**
Level 1	**Supervisor of NOC** **Dan Moore -HOURS 8am-5pm** 585-340-2916 Office 866-432-5662 Cellular	**Manager of NOC** **Jason Elston** 585-340-2841 Office 800-613-1249 Cellular 800-613-1251 Home	**Strategic Accounts** **Carl Bonitz** 518-724-2003 Office 914-443-7800 Cellular 518-862-2320 Fax carl.bonitz@paetec.com	**Senior Account Manager** **Jen Phillips** 518-724-2022 Office 518-669-5950 Cellular jennifer.phillips@paetec.com
Level 2	**Supervisor of NOC** **Shawn Nichols** 585-340-2621 Office 866-432-9662 Cellular	**Director of NOC** **Jim Manetta** 585-340-2632 Office 877-500-5922 Home	**Regional Director** **Mike Bentley** 518-724-2009 Office 518-542-0462 Cellular mike.bentley@paetec.com	**Manager - Acct. Development** **Michele Stamas** 518-724-2010 Office 518-281-6827 Cellular 518-452-3156 Home
Level 3		**Executive Vice President** **Sharon LaMantia** 585-340-2975 Office 585-208-5424 Cellular	**Order Support** **Anna Drew** 877-572-3832 Office anna.drew@paetec.com	**SR Director - Acct. Development** **Raffi Yardemian** 781-419-7226 Office 617-233-4841 Cellular 617-489-7878 Home
Level 3				**Executive VP Bus. Development** **Jack Baron** 585-340-2540 Office 585-259-3388 Cellular 585-223-3057 Home

Qwest Contact Information

Orders –
nys.orders@qwest.com

Contact Name or department
Switched Services – Brad Petersen
Toll-Free: 866-390-1793
Fax: 732-767-0269
Email: bradley.petersen@qwest.com

Dedicated Services – Jeannette Desormeaux
Sales Engineer
(866) 777-8852 office
(717) 443-4976 mobile
jeannette.desormeaux@qwest.com

Repair / Trouble -

Contact Name or department – Qwest Repair Service Desk
Phone Number (toll and toll free if available) - 800-524-5249
Fax Number - None
Email address if available - None

Escalation –
These contacts Handle Installation and Repair

1st Level: Chris Boulbol
Service Manager
877-304-6330
mobile: 603-498-6835
pager: 6034986835@messaging.sprintpcs.com
e-mail: chris.boulbol@qwest.com

2nd Level: Sue Ann Henning
Support Manager
732-767-5661
mobile: 443-838-8792
sueann.henning@qwest.com

3rd Level: Terry Evans
Director of Support
801-575-1033
mobile: 801-205-2038
e-mail: terry.evans@qwest.com

Account Team

Stanley Fusco
Major Account Executive
26 E. Devonia Dr.
Mount Vernon, NY 10552
Off: 212-282-1095
Cell: 914-980-9465
sfusco@qwest.com

Peter Antoinette
Major Account Executive
Qwest Communications, Inc.
21 Corporate Drive
Clifton Park, NY 12065
Ph: (518) 348-2935
Cell: (518) 487-0033
Fax: (518) 348-2910
Email: peter.antoinette@qwest.com

Scott MacCloy
Qwest Communications, Inc.
NE Regional Sales Manager
Government Education Solutions
Tel. 860-561-8647
cell.860-833-3085
Scott.Maccloy@qwest.com

Time Warner Telecom Contact Information

Orders

Kristin Hoblock
518-640-0904 or 877-698-9820
518-640-0904 Fax
kristin.hoblock@twtelecom.com

Repair / Trouble

National Operations Center-Littleton, CO
800-829-0420

Escalation

DENVER OPERATIONS CENTER ESCALATION LIST FOR MAINTENANCE OPERATIONS ESCALATIONS					
LEVEL	NAME	DESCRIPTION OF FUNCTION	BUS PH #	TEXT PAGER	CELL
CUSTOMER TECHNICAL ASSISTANCE CENTER ~~ 1-800-829-0420					
1		Customer Service Center	800-829-0420		
2	Erick Johnson ***	Manager - Transport (Days)	303-566-1291	3037180611@vtext.com	303-718-0611
2	Brian Pfannenstiel	Manager - IP/Data/Security (Days)	303-542-4384	7206848236@vtext.com	303-718-0617
2	Rich Wright ***	Manager - Switch (Days)	303-566-6081	3037180619@vtext.com	303-718-0619
2	Al Jarrell***	Manager- (Swing Shift) 2:30 pm - 10:30 pm	303-542-6303	3039216268@vtext.com	303-921-6268
2	Ron Ersery	Manager-10:30 pm -6 am All Technologies	303-542-4526	3035012040@vtext.com	303-941-5108
3	Kelly Dowell	Director	303-566-1365	3037180608@vtext.com	303-718-0608
4	Kendall Karle	Sr. Director	303-566-1273	3035883857@vtext.com	303-588-3857
5	Beth Lackey	Sr. Vice President	303-566-1224	3038082201@vtext.com	303-808-2201
6	Marc Willency	Sr. Vice President	303-566-1328		

*** For weekend escalations Fridays from 10:30 pm MT to Sunday at 10:30 pm MT please contact the Operations Center and request to speak with the on-call manager.

*** After 5 pm Monday - Friday and on Weekends - Director Level Escalations can be made by requesting to speak directly to the on-call Director.

Maintenance Notifications (i.e. planned outages) and Release Requests: MOP@twtelecom.com

Outage Notifications
800-829-0420

Reason for Outage and Root Cause Analysis Requests
RCArequest@twtelecom.com

Other non-planned, non disaster Outage Notifications
MOP@twtelecom.com

Additional Support Areas - Network Management Center

LEVEL	NAME	DESCRIPTION OF FUNCTION	BUS PH #	TEXT PAGER	CELL
NETWORK MANAGEMENT CENTER ~~ KENDALL KARLE ~~ SR. DIRECTOR					
NETWORK RELIABILITY CENTER ~~ BRENT BITZ~~ DIRECTOR (Alarming & Surveillance)					
1		Customer Service Center	800-829-0420		
2	Marc Maestas	Manager - Switch, SS7	303-566-6067	3038547181@vtext.com	303-854-7181
2	Jim Meslovich	Manager- Transport & IP/Data	303-566-1872	3037180622@vtext.com	303-718-0622
2	Gary Aschwege***	Manager-10:30 pm -6 am All Technologies	303-542-6346	3039415108@vtext.com	303-941-5108
3	Brent Bitz	Director	303-566-1353	bitz@mycingular.blackberry.net	303-513-1572
3	Kendall Karle	Sr. Director	303-566-1273	3035883857@vtext.com	303-588-3857
4	Beth Lackey	Sr. Vice President	303-566-1224	3038082201@vtext.com	303-808-2201
5	Marc Willency	Sr. Vice President	303-566-1328		
NETWORK OPERATIONS SUPPORT ~~ KENDALL KARLE ~~ SR. DIRECTOR (Tier 2)					
1		Customer Service Center	800-829-0420		
2	OJ Hobbs	Sr. Mgr Tier II - Data and Transport	303-566-1807	3037180614@vtext.com	303-718-0614
3	VACANT	Director, Tier II & Mtnce Engineering			
4	Kendall Karle	Sr. Director	303-566-1273	3035883857@vtext.com	303-588-3857
5	Beth Lackey	Sr. Vice President	303-566-1224	3038082201@vtext.com	303-808-2201
6	Marc Willency	Sr. Vice President	303-566-1328		
NETWORK OPERATIONS SUPPORT - IP/DATA/VOIP/TDM SWITCH ~~ RANDY AKERS ~~ DIRECTOR					
1		Customer Service Center	800-829-0420		
2	Matt Moriarty	Sr. Mgr Tier II IP Data	303-542-6321	3033288099@vtext.com	303-328-8099
2	Todd Kloack	Sr. Mgr. VoIP & Integrated Access	303-566-1457	3037180620@vtext.com	303-718-0620
2	Phil Harbison	Sr. Mgr. Managed Security & App Support	303-566-1713	3038548887@vtext.com	303-854-8887
2	Robert Steckler	Sr Mgr - TDM Switch & Maint. Engineering	303-542-4270	3039411654@vtext.com	303-941-1654
3	Randy Akers	Director	303-542-4295	3038874105@vtext.com	303-887-4105
4	Kendall Karle	Sr. Director	303-566-1273	3035883857@vtext.com	303-588-3857
5	Beth Lackey	Sr. Vice President	303-566-1224	3038082201@vtext.com	303-808-2201
6	Marc Willency	Sr. Vice President	303-566-1328		

*** For weekend escalations Fridays from 10:30 pm MT to Sunday at 10:30 pm MT please contact the Operations Center and request to speak with the on-call manager.

*** After 5 pm Monday - Friday and on Weekends - Director Level Escalations can be made by requesting to speak directly to the on-call Director.

NYS DEPARTMENT OF LABOR PREVAILING WAGE RATE SCHEDULES PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

If any portion of work completed is subject to the prevailing wage rate provisions of New York State Labor Law, reference:

http://www.labor.state.ny.us/
(Click on Quick Links which will take you to Prevailing Wage Rates)

Reference PRC Number 2005008541

Public Work Prevailing Wage is the pay rate that is required to be paid to all private workers (non government) on all public work projects. Generally, it applies to the construction, repair or renovation of government facilities (state or local). If you have any questions regarding public work prevailing wage, contact the Bureau of Public Work.

SERVICE DESCRIPTIONS

VOICE SERVICES – LOT 1

LOCAL EXCHANGE SERVICES

- Outbound IntraState/Local
- Outbound IntraLATA/ Regional
- Inbound Toll-Free
- IntraLATA/Regional
- Local IntraState

LONG DISTANCE SERVICES

Long distance calling services offered in the contracts, including but not necessarily limited to: Outbound Intrastate, Outbound Interstate and Outbound International.

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International Calling

TOLL FREE SERVICES

Incoming toll free services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International

CENTRAL OFFICE EXCHANGE SERVICES (CENTREX)

A "central office exchange" CENTREX service or product that is the same as, equivalent to, or better than the Local Exchange Carrier's ("ILEC") Digital Centrex. This includes but is not limited to local Touch-Tone dial tone provided by a carrier out of its central office switching equipment on an individual line basis.

CALLING CARD SERVICES

A card with an authorization code for using telecommunications services when the Authorized User is away from the office.

DIRECTORY ASSISTANCE SERVICES

Directory assistance is a telephone call one can make to find out a specific phone number of a residence or business. Some systems also give the caller an address as well. The person or location must be listed in the local telephone book.

VOICE OVER IP SERVICES (VoIP)

Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. Some VoIP services may only allow you to call other people using the same service, but others may allow you to call anyone who has a telephone number - including local, long distance, mobile, and international numbers. Also, while some VoIP services only work over your computer or a special VoIP phone, other services allow you to use a traditional phone connected to a VoIP adapter.

CONNECTIVITY SERVICES – LOT 2

PRIVATE LINE DATA SERVICES

- 3002 Circuits (Analog) Point-to-Point or Multi-Point
- Digital Data Service(DDS) 2.4 to 64 Kbps Point-to-Point or Multi-Point
- Tl / Fractional T-1Circuits
- T3 / Fractional T-3 Circuits
- OCx Circuits

SWITCHED 56KBPS SERVICES

A dial-up digital service provided by telecommunications companies. A DSU/CSU is used instead of a modem. Switched 56 uses a 64 Kbps channel, but one bit per byte is used for band signaling, leaving 56 Kbps for data.

INTEGRATED SERVICES DIGITAL NETWORK SERVICES (ISDN)

A generic term referring to the integration of communications services transported over digital facilities such as wire pairs, coaxial cables, optical fibers, microwave radio, and satellites. ISDN provides end-to-end digital connectivity between any two (or more) communications devices. Information enters, passes through, and exits the network in a completely digital fashion.

DIGITAL SUBSCRIBER LINE SERVICES (xDSL)

ADSL (Asymmetric Digital Subscriber Line) is the form of DSL that is called "asymmetric" because most of its two-way or duplex bandwidth is devoted to the downstream direction, sending data to the user.

SDSL (Symmetric DSL) is a single twisted-pair line, carrying 1.544 Mbps each direction on a duplex line. It's symmetric because the data rate is the same in both directions.

FRAME RELAY SERVICES

A high-speed packet switching protocol used in wide area networks (WANs). Providing a granular service of up to DS3 speed (45 Mbps).

ASYNCHRONOUS TRANSFER MODE SERVICES (ATM)

Asynchronous Transfer Mode (ATM) is a cell relay, Circuit switching which encodes data traffic into small fixed-sized cells. ATM is a connection-oriented technology, in which a logical connection is established between the two endpoints before the actual data exchange begins.

SONET SYNCHRONOUS OPTICAL NETWORK SERVICES (SONET)

A fiber-optic transmission system for high-speed digital traffic. SONET is an intelligent system that provides advanced network management and a standard optical interface.

ETHERNET SERVICES (MAN/WAN)

Ethernet Transport across a Metropolitan Area Network / Wide Area Network.

CABLE BASED BROADBAND SERVICES

A high-speed, high-capacity transmission medium that carries network communications, which the bandwidth is divided and shared by multiple simultaneous signals (as for voice or data or video) signals. Typically transmitted on a single coaxial or fiber-optic cable. Broadband technology can support a wide range of frequencies.

FIXED WIRELESS SERVICES

Refers to point-to-point transmission through the air between stationary devices. Fixed wireless is typically used for "last mile" connectivity to buildings.

Fixed Wireless Data is a class of technologies used to connect two fixed locations (e.g., buildings) with a radio or other wireless link. Typically, Fixed Wireless Data is part of a Wireless LAN infrastructure. The purpose of a Fixed Wireless Data link is to enable data communications between the two sites or buildings. Fixed Wireless Data links are often an alternative to cables between the buildings.

Fixed Wireless Services is not associated with Wi-Fi, WiMAX or other mobile wireless networking technologies, which are designed for low bandwidth data communications with a PC or other end-user workstation.

MANAGED SERVICES – LOT 3

INTERNET ACCESS SERVICES

Refers to the means by which users connect to the Internet. Internet Access services connectivity and bandwidth options such as but not limited to:
Dial-up, Dedicated, xDSL, Broadband Cable, ISDN, Wireless broadband.

INTERNET SERVICES

Internet Services refers to a broad range of technologies used for web development, web production, design, networking, and e-commerce. The service also covers internet programming, website maintenance, internet architect, and web master.

This RFP is to provide Authorized Users with a large array of Internet services.

Internet services include but not limited to:

- Internet Access Services including email, web, ftp, news groups, and others
- Hosting Services including Web pages, Applications and others
- Host name registration services for host names in non-government domains
- Web site design and management services
- Portal Services
- VPN Services
- Other Internet services and hosting services as determined by OGS.

CO-LOCATION SERVICES

Co-location services provide flexible choices for space and connectivity in a highly controlled, carrier-neutral environment. Co-location facility space is built according to uniform environmental and security standards such as but not limited to:

- Security - Multi-layer security control procedures, biometric access control, and 24 x 7 closed-circuit video and alarm monitoring.
- Power - Uninterruptible redundant AC and DC power solutions meeting all types of Authorized Users needs.
- Cooling - HVAC redundant design with appropriate air distribution.
- Fire Suppression - Smoke detection system above and below raised floor; double-interlock, pre-action, dry-pipe fire suppression.
- Cable Management and Ladder Racking - Providing access to all cabling absent from obstructions.

MULTIPROTOCOL LABEL SWITCHING SERVICES (MPLS)

MultiProtocol Label Switching refers to a data-carrying mechanism which emulates some properties of a circuit-switched network over a packet-switched network. MPLS can provide a unified data-carrying service for both circuit-based clients and packet-switching clients. It can be used to transport various kinds of traffic, including IP packets, ATM, SONET, and Ethernet frames to provide voice, image, data and video services.

MOBILE WIRELESS SERVICE

A mobile wireless that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular telephone lines. Mobile Wireless service and devices that allow for Mobile Wireless voice/data communications such as but not limited to Cellular, PCS, Satellite, etc.

AUDIO CONFERENCING SERVICES

An audio communications session among three or more people who are geographically dispersed. It is provided by a conference function in a PBX or multi-line telephone or by telecommunications companies.

VIDEO CONFERENCING SERVICES

A real-time video session between two or more users or between two or more locations. Videoconferencing may comprise any number of end points.

INTERACTIVE VOICE RESPONSE SERVICES (IVR)

An automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real-time. The caller responds by pressing digits on the telephone or speaking words or short phrases.

STUDENT RESALE SERVICES

Service Type 1 - Partial In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal and the institution is the customer of record. The institution requires that the Call Detail Records (CDR), collected by the institution's equipment, (or as provided by the local operating company in the case of a Centrex system) be used by the Contractor or a third party to process monthly invoices. All calls are to be invoiced based upon Personal Identification Numbers (PINs) at least seven digits in length, which will be assigned by the institution and which will be included on the CDR data for every chargeable call. The Student Resale rate schedule shall be determined by the institution. Collections are performed by the institution. A report will be provided each month with the delivery of the invoices, which reconciles the number of recorded calls with the number of calls invoiced per student invoiced.

Service Type 2 - Total In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal, and the institution is the customer of record. Generally the institution markets the program, provides authorization codes, generates invoices, and performs collections. The Contractor shall provide some marketing assistance.

Service Type 3 - Provider Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal. The institution is the customer of record for the bulk outbound costs. The student is the customer of record for student invoiced calls. The Contractor furnishes network based Personal Identification Numbers (PINs) at least seven digits in length, customized cards, dialing instructions, marketing, call detail collection, invoicing, and collections. The Contractor shall be responsible for all uncollectable and fraud. The Student Resale rate schedule shall be mutually agreed upon by both the Contractor and the school. In the alternative, the service provider can be the customer of record for usage, both local and long distance. A help desk and/or billing inquiry 800 numbers and related staff will be provided. Monthly usage reports will be produced to document and support the commissions paid.

Student Calling Card Program: Using local outbound facilities, such as Direct Outward Dial trunks or Centrex lines, for on-campus students and local residential lines for off-campus students, students will place calls using one of the following:

A pre-paid calling card
A standard calling card

FEES AND SURCHARGES

Prices include all fees, surcharges, or other expenses, including any FCC surcharge(s). No fees, surcharges or adjustments may be charged without the prior approval of the State.

BILLING DISCREPANCIES

Contractors are required to resolve billing discrepancies within 60 days of notification of same by the Authorized User. The thirty-day prompt payment requirement of the State finance law is stopped when the Contractor is notified by the agency about a billing discrepancy. Paging services must be continued under this contract regardless of the account payment status until the agency notifies the Contractor to discontinue service or written notice is served as detailed above.

STATE AGENCIES

Non-payment by State Agencies exceeding 60 days will not automatically result in discontinuance of service. Unresolved issues of this nature must be referred to the OGS Procurement Services Group. Only on receipt of approval from to the OGS Procurement Services Group can service be discontinued for non-payment. Although the OGS Procurement Services Group can assist in the resolution of such problems, the OGS Procurement Services Group is not responsible for payment of a State Agency's service.

NON-STATE AGENCIES

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such non-State Agencies and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

RATES

Reference the Pricing Section of the Contract Award

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Authorized User:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Floor 37
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

Attachment 1 – Service Levels by Contractor

LEVELS OF SERVICE BY CONTRACT HOLDER

Authorized Users are advised to reference the various contract holders for the types of services desired. Below is a guide for specific levels of service by various contracts holders. Multiple awards have been made under this Comprehensive Telecommunications procurement to enable Authorized Users to select services and levels of services to meet their specific requirements and select the best value.

Best Web

TYPE OF TROUBLE[2]	RESPONSE TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	**2 hour or less**	**X**		
Critical[1], single line/circuit	**1 hour or less**	**X**		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	**1 hour or less**	**X**		
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	**1 hour or less**	**X**		
Critical[1], multiple lines/Circuits	**1 hour or less**	**X**		
Significant (over 25% of installed base) Service affecting Outage	**IMMEDIATE**	**X**		
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	**IMMEDIATE**	**X**		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	**Every15 Minutes**	**X**		

TYPE OF TROUBLE[2]	RESTORAL TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	**5 hour or less**	**X**		
Critical[1], single line/circuit	**3 hour or less**	**X**		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	**4 hour or less**	**X**		
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to	**3 hour or less**	**X**		

OC192+				
Critical[1], multiple lines/Circuits	**3 hour or less**	**X**		
Significant (over 25% of installed base) Service affecting Outage	**2 hours or less Utilize escalation List procedures**	**X**		
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	**1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list**	**X**		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	**Not Applicable**			

[1] Services indicated as being "critical" or "priority" or "public health and safety" shall, for purposes of the above table, all be deemed to be covered by the label "critical." The State and Authorized Users reserve the right, upon at least seven days' advance notice to the Contractor, to designate the products, circuits, services and Authorized User, departments or organizations deemed to be "critical," or "priority," or "public health and safety," and the Contractor shall be bound by such designations. Other services, for purposes of the above table, shall be deemed "non-critical."

[2] The definition of "Outage" or "Trouble" or "Service-Affecting Trouble" is defined as any circuit, product or service that does not operate within contracted service level agreements. For purposes of this CONTRACT, the terms are considered to be synonymous. See LIQUIDATED DAMAGES (below) for liquidated damages that may be assessed for failure to respond to or repair a Trouble or Outage within the contractual timeframe(s).

Managed Services SLA	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.2.3.1 Service Level Agreements (Internet Services - IP) **Network Availability Guarantee - 100%** The IP Network must be guaranteed to be available and capable of forwarding IP packets 100% of the time, as averaged over a calendar month. The IP network includes the customers access port (the port on the providers aggregation router upon which the customers circuit terminates) and the IP backbone network. The IP backbone network includes owned and controlled routers and circuits (including any transit connections). The Network Availability guarantee does not include the local access circuit (e.g. local loop), Customer Premise Equipment (router or CPE) or Customers Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP)	X		

networks, and force majeure events.			
If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA.	X		
Latency Guarantee (65 Milliseconds) Bidders must agree that the Contractors IP backbone network must be guaranteed to have an average round trip packet transit time within the IP backbone network over a calendar month of 65ms or less. The average latency is measured as the average of 15-minute samples across the IP backbone network taken throughout the month. The Latency guarantee will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.	X		
If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms average maximum guaranteed under this SLA.	X		
Packet Loss Bidders must agree that the maximum average packet loss will be 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full percentage above the 1 percent average maximum guaranteed under this SLA.	X		
Packet Loss will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.	X		

MAINTENANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS

Bidders must agree that Authorized Users may require more stringent "Service Level or Performance Standards" based on the unique requirements of the Authorized User. For example, shorter response times, on-line support, help desk support, penalties for nonperformance, etc.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.3.7 Critical Maintenance Requirements			
It is required that bidders Customer Service Representative or Technical Specialist remain in constant communication with the reporting Authorized Users Representative while service testing is performed by bidders on the affected network service.	X		

Bidders must complete all testing of the affected circuits or network service within 30 minutes of the initial service call by the reporting Authorized User.	X		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 30 minute testing requirement listed above.	X		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within two (2) continuous hours from the time of initial trouble report.	X		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within four (4) continuous hours of the initial trouble call from the reporting entity.	X		
In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required four (4) continuous hour time-to-repair, bidders must notify the reporting entity and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	X		

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.3.8 Emergency Maintenance Requirements Additionally, the Contractor must provide the following for network services listed in the "emergency maintenance" category:			
Bidders must commence testing of the affected network service within 30 minutes of receipt of the trouble report from the Authorized User.	X		
Bidders must complete all testing of the affected circuits or network service within 60 minutes of the initial service call by the reporting Authorized User.	X		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 60 minute testing requirement listed above.	X		
Bidders must contact the reporting Authorized User within 60 minutes of the initial trouble report by the Authorized User with the results of its remote testing.	X		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within four (4) continuous hours from the time of initial trouble report.	X		
The State of New York understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within eight (8) continuous hours of the	X		

initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required eight (8) continuous hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.			

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.4 ROUTINE MAINTENANCE REQUIRMENTS Additionally, the Contractor must provide the following for network services listed in the "routine maintenance" category:			
Bidders must commence testing of the affected network service within two (2) hours of receipt of the trouble report from the Authorized User.	X		
Bidders must complete all testing of the affected circuits or network service within four (4) hours of the initial service call by the reporting Authorized User.	X		
Bidders must provide reports or records, upon Authorized Users request, of all required network service testing to confirm compliance with the four (4) hour testing requirement listed above.	X		
Bidders must contact the reporting Authorized User within four (4) hours of the initial trouble report by the Authorized User with the results of its remote testing.	X		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within eight (8) business hours from the time of initial trouble report. (For the purposes of this CONTRACT, business hours are considered to be between 8:00 am and 6:00 pm, Monday through Friday.)	X		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders is required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within 16 business hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required 16 business hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	X		

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.5 MAINTENANCE / SERVICE HOURS Hours of operation vary between Authorized Users. The Contractor must determine the actual hours for maintenance service required by the Authorized User. This may include a request by the Authorized User to provide service (24) hours-a-day, seven (7) days-a-week, 365 days a year.	X		

IX.6 RESTITUTION	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.6.1 Credit for "Down Time" The Contractor must credit the reporting Authorized User for any service "downtime" experienced during the monthly billing cycle. "Credit must be issued when "downtime" exceeds the Mean Time To Respond/Repair (MTTR) as defined in Section IX.1.1.1" In addition, credit must be issued when a particular network service experiences "downtime" on more than one occasion during the monthly billing cycle. Bidders must state the percentage or rate of compensation to be applied for circuit downtime based on the services contracted.	X		
IX.6.3 Failure to Install Circuit or Commence Service on Due Date Failure to install and/or deliver the services within required time frames may result in the assessment of liquidated damages, as follows: For the Contractors failure to install a circuit or commence service by the required due date, a credit of Fifty Dollars ($50) per day may be assessed for the first fifteen (15) days, and One Hundred Dollars ($100) per day for each additional day, up to forty-five (45) calendar days.	X		
If the installation delay is more than forty-five (45) calendar days, then, by written notice to the Contractor, the Authorized User may terminate the Authorized Users order for the Contractor to install the circuit(s) and or service(s) and the Authorized User may have the circuit(s) installed and or service(s) provided by a substitute vendor. In this event, the Contractor would also be liable for all reasonable costs incurred by the Authorized User in obtaining such substitute services which are in excess of the contracted charges. IX.6.4 Service Credits for Failure to Respond/Repair Troubles Failure to Respond/Repair Troubles in the timeframes specified above, after the Contractor has been notified of the Trouble by the Authorized User (or determining a Trouble on its own through its network management facilities) may result in liquidated damages, assessed as follows:	X		
Failure to Respond/Repair any Non-Critical trouble within five (5) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the five-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X		
Failure to Respond/Repair Critical Single-Line/Circuit within Three (3) hours - A credit of one hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X		
Failure to Respond/Repair Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits Within four (4) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the four-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X		
Failure to Respond/Repair ATM, T1, T3, Frame Relay, ISDN (PRI), DSL and OC-3 to OC-192 Circuits Within three (3) hours – A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for every hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This shall not exceed the total monthly cost of the circuit.	X		
Failure to Respond/Repair Critical Multiple Line/Circuit Within Three (3) Hours - A credit of	X		

One Hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the trouble was not repaired; and the amount deducted from the monthly invoice.			
Failure to Respond/Repair Emergency Service Outages within 45 minutes – For not responding immediately to Declared Emergency Service Outages determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within 45 minutes shall result in the credit assessment of one months recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X		
Failure to Respond to Significant Service-Affecting Outage Immediately or Repair Significant Service-Affecting Outage Within two (2) Hours – For not responding immediately to a Significant Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within two (2) hours shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X		
Failure to Respond to Catastrophic Service-Affecting Outage Immediately or Repair Catastrophic Service-Affecting Outage Within one (1) Hour – For not responding immediately to a Catastrophic Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed for each hour or part thereof that the Contractor fails to respond. Failure to repair within one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X		
Failure to Provide Timely Quarter-Hour Status Updates for Critical Circuit, Critical Multiple Line/Circuit/s, Declared Emergency Service-Affecting Outage or Significant or Catastrophic Service-Affecting Outage – For not providing timely quarter-hour status reporting a credit of one tenth (1/10) months recurring charge for the circuits or services not reported on in a timely manner shall be assessed for each quarter-hour update that the Contractor fails to provide in a timely manner. Failure to timely report for longer than one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the circuit or service not reported on.	X		
IX.6.5 Chronic Service Outages / Unsatisfactory Performance A credit of one months recurring charge may be applied for a circuit or service meeting the definition of Chronic Service Outage in section above.	X		
In any subsequent month in which a circuit or service has an Outage after qualifying as a Chronic Service Outage, a credit of one months total recurring charge for the circuit or service may be assessed for that month, in addition to any other liquidated damages that may be assessable for failure to repair.	X		
When a Chronic Service Outage exists for a circuit or service, the Authorized User may direct the Contractor, at no cost to the State or Authorized User to replace the circuit or service with a new one; and the Contractor shall install the new circuit or service in the most expeditious timeframe for installation of a new circuit/service contained in the contract.	X		
In the event that an Authorized contract user determines that the service provided is unsatisfactory and the contractor is deemed to be in breech of contact and the Authorized user must replace the services with comparable service from another contactor the contractor in breach	X		

will be responsible for: providing continued services during the transition period at no additional cost to the Authorized User all transition expenses or additional costs assessed damages			
IX.6.6 Critical / Priority / Public Health and Safety Services Failure by the Contractor to respond within the required time to any three (3) Outages in any consecutive three-month period in individual locations or Authorized User that the State has specified to the Contractor as being critical to "the public health and safety," will, in lieu of the liquidated damages set forth above, may result in the assessment of one months credit for the entire service category for such individual location or Authorized User (i.e., ATM, T1, OC-3 etc.). Failure to respond within the required time to any subsequent Outage within six months following the third Outage in a consecutive three-month period may, in lieu of the liquidated damages set forth above, result in an additional assessment of one months credit for the entire service category for such location or agency.	X		
IX.6.7 Billing Discrepancies Failure to resolve and correct any conditions resulting in billing discrepancies within 60 calendar days after the Contractor received written notification from the Authorized User may result in liquidated damages, assessed as follows:			
Failure to correct the discrepancies within 60 calendar days after notification - A credit of 150% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	X		
Failure to correct the discrepancies within 120 calendar days after notification - A credit of 200% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	X		
IX.7 INTERFACING WITH THIRD PARTY CONTRACTORS The Contractors Account Team must work in conjunction with any customer premises equipment (CPE), voice, data or video contractor, utilized by the Authorized User, to resolve technical issues that may arise during Authorized Users use of the Contractors communication services thus eliminating the need for the Authorized User to be a mediator in problem resolution. The Contractors Account Team must speak directly with the other contractor, when requested by the Authorized User as the situation requires, ensuring the resolution of these technical issues by the timeframes detailed in the maintenance requirements of this CONTRACT document. The Contractor is required to attend any contractor meeting arranged by the Authorized User to facilitate the resolution of a technical problem associated with the performance of the contracted communications network services. Should the contractor (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice (24 hours) to the Authorized User, the Contractor shall be responsible to reimburse any other contractor(s) for the time expended for this missed meeting with the other contractor(s) rate for a two (2) hour labor charge for one (1) assigned staff member.	X		
IX.8 ESCALATION PROCEDURES DURING SERVICE MAINTENANCE Bidders must provide escalation procedures to address inadequate maintenance service of the contracted network service. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Authorized User upon request. In addition, these procedures must include:	X		

a list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);	X		
contact telephone, fax, pager, cellular numbers for the personnel listed above;	X		
methods by which escalation is initiated and conducted; and	X		
criteria for escalation at each level	X		

MANAGED SERVICES – LOT 3
INTERNET ACCESS SERVICES

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
On-Net Network % Availability — 100%	X		
On-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes) that the network is unavailable and adversely affects the contracts eligible entity's use of services obtained from bidders.	X		
Off-Net Network % Availability — 100% readability/availability via connection to bidders tier I(one) Internet Service Provider(s) (ISPs)	X		
Off-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity's use of services obtained from bidders.	X		
On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core	X		
On-Net Latency Credits - A credit of one day's service fee for each full msec over	X		
Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers	X		
Off-Net Latency Credits - A credit of one day's service fee for each full msec over	X		
On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period	X		
On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over	X		
Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period	X		
Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over	X		

Genesys

TYPE OF TROUBLE[2]	RESPONSE TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	2 hour or less	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		
Critical[1], single line/circuit	1 hour or less	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	1 hour or less			
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	1 hour or less			
Critical[1], multiple lines/Circuits	1 hour or less	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		
Significant (over 25% of installed base) Service	IMMEDIATE	Yes, as		

affecting Outage		relevant to Genesys proposed hosted conferencing and IVR services		
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	IMMEDIATE	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Every15 Minutes	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		

TYPE OF TROUBLE[2]	RESTORAL TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	5 hour or less	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		
Critical[1], single line/circuit	3 hour or less	Yes, as relevant to Genesys		

		proposed hosted conferencing and IVR services		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	**4 hour or less**			
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	**3 hour or less**			
Critical[1], multiple lines/Circuits	**3 hour or less**	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		
Significant (over 25% of installed base) Service affecting Outage	**2 hours or less Utilize escalation List procedures**	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	**1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list**	Yes, as relevant to Genesys proposed hosted conferencing and IVR services		

Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	**Not Applicable**			

[1] Services indicated as being "critical" or "priority" or "public health and safety" shall, for purposes of the above table, all be deemed to be covered by the label "critical." The State and Authorized Users reserve the right, upon at least seven days' advance notice to the Contractor, to designate the products, circuits, services and Authorized User, departments or organizations deemed to be "critical," or "priority," or "public health and safety," and the Contractor shall be bound by such designations. Other services, for purposes of the above table, shall be deemed "non-critical."

[2] The definition of "Outage" or "Trouble" or "Service-Affecting Trouble" is defined as any circuit, product or service that does not operate within contracted service level agreements. For purposes of this CONTRACT, the terms are considered to be synonymous. See LIQUIDATED DAMAGES (below) for liquidated damages that may be assessed for failure to respond to or repair a Trouble or Outage within the contractual timeframe(s).

[3] Genesys has entered "Not Bid" for Type of Trouble descriptions that it does not feel apply to the proposed hosted conferencing and IVR services. The Types of Trouble where Genesys has entered "Yes" for meets or exceeds requirement such acknowledgement is limited to interpretation as it relates to restoration of hosted conferencing services; in which case this refers to equipment and network services under control and supervision of Genesys Conferencing, it does not assume responsibility for devices and services that are owned or contracted by customer that may be blocking access to the hosted services.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.5 MAINTENANCE / SERVICE HOURS Hours of operation vary between Authorized Users. The Contractor must determine the actual hours for maintenance service required by the Authorized User. This may include a request by the Authorized User to provide service (24) hours-a-day, seven (7) days-a-week, 365 days a year.	**Yes**, as relevant to Genesys proposed hosted conferencing and IVR services		

IX.6 RESTITUTION	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.6.1 Credit for "Down Time" The Contractor must credit the reporting Authorized User for any service "downtime" experienced during the monthly billing cycle. "Credit must be issued when "downtime" exceeds the Mean Time To Respond/Repair (MTTR) as defined in Section IX.1.1.1" In addition, credit must be issued when a particular network service experiences "downtime" on more than one occasion during the monthly billing cycle. Bidders must state the percentage or rate of compensation to be applied for circuit downtime based on the services contracted.	Yes**, as this relates to Genesys proposed conferencing and IVR services.**		
IX.6.6 Critical / Priority / Public Health and Safety Services Failure by the Contractor to respond within the required time to any three (3) Outages in any consecutive three-month period in individual locations or Authorized User that the State has specified to the Contractor as being critical to "the public health and safety," will, in lieu of the liquidated damages set forth above, may result in the assessment of one months credit for the entire service category for such individual location or Authorized User (i.e., ATM, T1, OC-3	**Yes**, as this relates to Genesys proposed conferencing and IVR		

etc.). Failure to respond within the required time to any subsequent Outage within six months following the third Outage in a consecutive three-month period may, in lieu of the liquidated damages set forth above, result in an additional assessment of one months credit for the entire service category for such location or agency.	services		
IX.6.7 Billing Discrepancies Failure to resolve and correct any conditions resulting in billing discrepancies within 60 calendar days after the Contractor received written notification from the Authorized User may result in liquidated damages, assessed as follows:	**Yes**, as this relates to Genesys proposed conferencing and IVR services		
Failure to correct the discrepancies within 60 calendar days after notification - A credit of 150% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	**Yes**, as this relates to Genesys proposed conferencing and IVR services		
Failure to correct the discrepancies within 120 calendar days after notification - A credit of 200% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	**Yes**, as this relates to Genesys proposed conferencing and IVR services		
IX.7 INTERFACING WITH THIRD PARTY CONTRACTORS The Contractors Account Team must work in conjunction with any customer premises equipment (CPE), voice, data or video contractor, utilized by the Authorized User, to resolve technical issues that may arise during Authorized Users use of the Contractors communication services thus eliminating the need for the Authorized User to be a mediator in problem resolution. The Contractors Account Team must speak directly with the other contractor, when requested by the Authorized User as the situation requires, ensuring the resolution of these technical issues by the timeframes detailed in the maintenance requirements of this CONTRACT document. The Contractor is required to attend any contractor meeting arranged by the Authorized User to facilitate the resolution of a technical problem associated with the performance of the contracted communications network services. Should the contractor (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice (24 hours) to the Authorized User, the Contractor shall be responsible to reimburse any other contractor(s) for the time expended for this missed meeting with the other contractor(s) rate for a two (2) hour labor charge for one (1) assigned staff member.	**Yes**, as this relates to Genesys proposed conferencing and IVR services		

Info Highway

TYPE OF TROUBLE[2]	RESPONSE TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	2 hour or less	X		
Critical[1], single line/circuit	1 hour or less	X		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	1 hour or less	X		
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	1 hour or less	X		
Critical[1], multiple lines/Circuits	1 hour or less	X		
Significant (over 25% of installed base) Service affecting Outage	IMMEDIATE	X		
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	IMMEDIATE	X		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Every15 Minutes	X		

TYPE OF TROUBLE[2]	RESTORAL TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	5 hour or less	X		
Critical[1], single line/circuit	3 hour or less	X		

Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	**4 hour or less**	**X**		
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	**3 hour or less**	**X**		
Critical[1], multiple lines/Circuits	**3 hour or less**	**X**		
Significant (over 25% of installed base) Service affecting Outage	**2 hours or less Utilize escalation List procedures**	**X**		
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	**1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list**	**X**		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	**Not Applicable**	**X**		

[1] Services indicated as being "critical" or "priority" or "public health and safety" shall, for purposes of the above table, all be deemed to be covered by the label "critical." The State and Authorized Users reserve the right, upon at least seven days' advance notice to the Contractor, to designate the products, circuits, services and Authorized User, departments or organizations deemed to be "critical," or "priority," or "public health and safety," and the Contractor shall be bound by such designations. Other services, for purposes of the above table, shall be deemed "non-critical."

[2] The definition of "Outage" or "Trouble" or "Service-Affecting Trouble" is defined as any circuit, product or service that does not operate within contracted service level agreements. For purposes of this CONTRACT, the terms are considered to be synonymous. See LIQUIDATED DAMAGES (below) for liquidated damages that may be assessed for failure to respond to or repair a Trouble or Outage within the contractual timeframe(s).

Service Level Agreements (Managed Services)

Managed Services SLA	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.2.3.1 Service Level Agreements (Internet Services - IP) **Network Availability Guarantee - 100%**	X		

The IP Network must be guaranteed to be available and capable of forwarding IP packets 100% of the time, as averaged over a calendar month. The IP network includes the customers access port (the port on the providers aggregation router upon which the customers circuit terminates) and the IP backbone network. The IP backbone network includes owned and controlled routers and circuits (including any transit connections). The Network Availability guarantee does not include the local access circuit (e.g. local loop), Customer Premise Equipment (router or CPE) or Customers Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events.			
If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA.	X		
Latency Guarantee (65 Milliseconds) Bidders must agree that the Contractors IP backbone network must be guaranteed to have an average round trip packet transit time within the IP backbone network over a calendar month of 65ms or less. The average latency is measured as the average of 15-minute samples across the IP backbone network taken throughout the month. The Latency guarantee will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.	X		
If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms average maximum guaranteed under this SLA.	X		
Packet Loss Bidders must agree that the maximum average packet loss will be 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full percentage above the 1 percent average maximum guaranteed under this SLA.	X		
Packet Loss will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.	X		

MAINTENANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS

Bidders must agree that Authorized Users may require more stringent "Service Level or Performance Standards" based on the unique requirements of the Authorized User. For example, shorter response times, on-line support, help desk support, penalties for nonperformance, etc.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.3.7 Critical Maintenance Requirements			
It is required that bidders Customer Service Representative or Technical Specialist remain in constant communication with the reporting Authorized Users Representative while service testing is performed by bidders on the affected network service.	X		
Bidders must complete all testing of the affected circuits or network service within 30 minutes of the initial service call by the reporting Authorized User.	X		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 30 minute testing requirement listed	X		

above.			
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within two (2) continuous hours from the time of initial trouble report.	X		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within four (4) continuous hours of the initial trouble call from the reporting entity.	X		
In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required four (4) continuous hour time-to-repair, bidders must notify the reporting entity and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	X		

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.3.8 Emergency Maintenance Requirements Additionally, the Contractor must provide the following for network services listed in the "emergency maintenance" category:	X		
Bidders must commence testing of the affected network service within 30 minutes of receipt of the trouble report from the Authorized User.	X		
Bidders must complete all testing of the affected circuits or network service within 60 minutes of the initial service call by the reporting Authorized User.	X		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 60 minute testing requirement listed above.	X		
Bidders must contact the reporting Authorized User within 60 minutes of the initial trouble report by the Authorized User with the results of its remote testing.	X		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within four (4) continuous hours from the time of initial trouble report.	X		
The State of New York understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within eight (8) continuous hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required eight (8) continuous hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	X		

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.4 ROUTINE MAINTENANCE REQUIRMENTS Additionally, the Contractor must provide the following for network services listed in the "routine			

maintenance" category:			
Bidders must commence testing of the affected network service within two (2) hours of receipt of the trouble report from the Authorized User.	X		
Bidders must complete all testing of the affected circuits or network service within four (4) hours of the initial service call by the reporting Authorized User.	X		
Bidders must provide reports or records, upon Authorized Users request, of all required network service testing to confirm compliance with the four (4) hour testing requirement listed above.	X		
Bidders must contact the reporting Authorized User within four (4) hours of the initial trouble report by the Authorized User with the results of its remote testing.	X		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within eight (8) business hours from the time of initial trouble report. (For the purposes of this CONTRACT, business hours are considered to be between 8:00 am and 6:00 pm, Monday through Friday.)	X		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders is required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within 16 business hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required 16 business hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	X		

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.5 MAINTENANCE / SERVICE HOURS Hours of operation vary between Authorized Users. The Contractor must determine the actual hours for maintenance service required by the Authorized User. This may include a request by the Authorized User to provide service (24) hours-a-day, seven (7) days-a-week, 365 days a year.	X		

IX.6 RESTITUTION	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.6.1 Credit for "Down Time" The Contractor must credit the reporting Authorized User for any service "downtime" experienced during the monthly billing cycle. "Credit must be issued when "downtime" exceeds the Mean Time To Respond/Repair (MTTR) as defined in Section IX.1.1.1" In addition, credit must be issued when a particular network service experiences "downtime" on more than one occasion during the monthly billing cycle. Bidders must state the percentage or rate of compensation to be applied for circuit downtime based on the services contracted.	X		

IX.6.3 Failure to Install Circuit or Commence Service on Due Date Failure to install and/or deliver the services within required time frames may result in the assessment of liquidated damages, as follows: For the Contractors failure to install a circuit or commence service by the required due date, a credit of Fifty Dollars ($50) per day may be assessed for the first fifteen (15) days, and One Hundred Dollars ($100) per day for each additional day, up to forty-five (45) calendar days.	X		
If the installation delay is more than forty-five (45) calendar days, then, by written notice to the Contractor, the Authorized User may terminate the Authorized Users order for the Contractor to install the circuit(s) and or service(s) and the Authorized User may have the circuit(s) installed and or service(s) provided by a substitute vendor. In this event, the Contractor would also be liable for all reasonable costs incurred by the Authorized User in obtaining such substitute services which are in excess of the contracted charges. IX.6.4 Service Credits for Failure to Respond/Repair Troubles Failure to Respond/Repair Troubles in the timeframes specified above, after the Contractor has been notified of the Trouble by the Authorized User (or determining a Trouble on its own through its network management facilities) may result in liquidated damages, assessed as follows:			
Failure to Respond/Repair any Non-Critical trouble within five (5) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the five-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X		
Failure to Respond/Repair Critical Single-Line/Circuit within Three (3) hours - A credit of one hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X		
Failure to Respond/Repair Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits Within four (4) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the four-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X		
Failure to Respond/Repair ATM, T1, T3, Frame Relay, ISDN (PRI), DSL and OC-3 to OC-192 Circuits Within three (3) hours – A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for every hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This shall not exceed the total monthly cost of the circuit.	X		
Failure to Respond/Repair Critical Multiple Line/Circuit Within Three (3) Hours - A credit of One Hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the trouble was not repaired; and the amount deducted from the monthly invoice.	X		
Failure to Respond/Repair Emergency Service Outages within 45 minutes – For not responding immediately to Declared Emergency Service Outages determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months	X		

recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within 45 minutes shall result in the credit assessment of one months recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).			
Failure to Respond to Significant Service-Affecting Outage Immediately or Repair Significant Service-Affecting Outage Within two (2) Hours – For not responding immediately to a Significant Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within two (2) hours shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X		
Failure to Respond to Catastrophic Service-Affecting Outage Immediately or Repair Catastrophic Service-Affecting Outage Within one (1) Hour – For not responding immediately to a Catastrophic Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed for each hour or part thereof that the Contractor fails to respond. Failure to repair within one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X		
Failure to Provide Timely Quarter-Hour Status Updates for Critical Circuit, Critical Multiple Line/Circuit/s, Declared Emergency Service-Affecting Outage or Significant or Catastrophic Service-Affecting Outage – For not providing timely quarter-hour status reporting a credit of one tenth (1/10) months recurring charge for the circuits or services not reported on in a timely manner shall be assessed for each quarter-hour update that the Contractor fails to provide in a timely manner. Failure to timely report for longer than one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the circuit or service not reported on.	X		
IX.6.5 Chronic Service Outages / Unsatisfactory Performance A credit of one months recurring charge may be applied for a circuit or service meeting the definition of Chronic Service Outage in section above.	X		
In any subsequent month in which a circuit or service has an Outage after qualifying as a Chronic Service Outage, a credit of one months total recurring charge for the circuit or service may be assessed for that month, in addition to any other liquidated damages that may be assessable for failure to repair.	X		
When a Chronic Service Outage exists for a circuit or service, the Authorized User may direct the Contractor, at no cost to the State or Authorized User to replace the circuit or service with a new one; and the Contractor shall install the new circuit or service in the most expeditious timeframe for installation of a new circuit/service contained in the contract.	X		
In the event that an Authorized contract user determines that the service provided is unsatisfactory and the contractor is deemed to be in breech of contact and the Authorized user must replace the services with comparable service from another contactor the contractor in breach will be responsible for: providing continued services during the transition period at no additional cost to the	X		

Authorized User all transition expenses or additional costs assessed damages			
IX.6.6 Critical / Priority / Public Health and Safety Services Failure by the Contractor to respond within the required time to any three (3) Outages in any consecutive three-month period in individual locations or Authorized User that the State has specified to the Contractor as being critical to "the public health and safety," will, in lieu of the liquidated damages set forth above, may result in the assessment of one months credit for the entire service category for such individual location or Authorized User (i.e., ATM, T1, OC-3 etc.). Failure to respond within the required time to any subsequent Outage within six months following the third Outage in a consecutive three-month period may, in lieu of the liquidated damages set forth above, result in an additional assessment of one months credit for the entire service category for such location or agency.	X		
IX.6.7 Billing Discrepancies Failure to resolve and correct any conditions resulting in billing discrepancies within 60 calendar days after the Contractor received written notification from the Authorized User may result in liquidated damages, assessed as follows:	X		
Failure to correct the discrepancies within 60 calendar days after notification - A credit of 150% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	X		
Failure to correct the discrepancies within 120 calendar days after notification - A credit of 200% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	X		
IX.7 INTERFACING WITH THIRD PARTY CONTRACTORS The Contractors Account Team must work in conjunction with any customer premises equipment (CPE), voice, data or video contractor, utilized by the Authorized User, to resolve technical issues that may arise during Authorized Users use of the Contractors communication services thus eliminating the need for the Authorized User to be a mediator in problem resolution. The Contractors Account Team must speak directly with the other contractor, when requested by the Authorized User as the situation requires, ensuring the resolution of these technical issues by the timeframes detailed in the maintenance requirements of this CONTRACT document. The Contractor is required to attend any contractor meeting arranged by the Authorized User to facilitate the resolution of a technical problem associated with the performance of the contracted communications network services. Should the contractor (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice (24 hours) to the Authorized User, the Contractor shall be responsible to reimburse any other contractor(s) for the time expended for this missed meeting with the other contractor(s) rate for a two (2) hour labor charge for one (1) assigned staff member.	X		
IX.8 ESCALATION PROCEDURES DURING SERVICE MAINTENANCE Bidders must provide escalation procedures to address inadequate maintenance service of the contracted network service. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made	X		

available to the Authorized User upon request. In addition, these procedures must include:			
a list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);	X		
contact telephone, fax, pager, cellular numbers for the personnel listed above;	X		
methods by which escalation is initiated and conducted; and	X		
criteria for escalation at each level	X		

MANAGED SERVICES – LOT 3
INTERNET ACCESS SERVICES

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
On-Net Network % Availability — 100%	X		
On-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes) that the network is unavailable and adversely affects the contracts eligible entity's use of services obtained from bidders.	X		
Off-Net Network % Availability — 100% readability/availability via connection to bidders tier I(one) Internet Service Provider(s) (ISPs)			
Off-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity's use of services obtained from bidders.			
On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core	X		
On-Net Latency Credits - A credit of one day's service fee for each full msec over	X		
Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers			
Off-Net Latency Credits - A credit of one day's service fee for each full msec over			
On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period	X		
On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over	X		
Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period			
Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over			

Intercall

Service Levels

Availability

Service Platform	Service Level	Definition	Measurement
Reservationless Platform	99.9%	Availability of the Reservationless platform through the dial-up network.	Automated continuous periodic access attempts to audio conference bridge.
Operator Assisted Platform	99.9%	Availability of the Operator Assisted platform through the dial-up network.	Automated continuous periodic access attempts to audio conference bridge.
Document/Web Conference Platform	99.9%	Availability of the document conferencing platform through the Internet.	Automated continuous server health and status monitoring.

Accuracy

Accuracy is defined as the number of Information Tickets created by InterCall divided by the number of calls. Information Tickets are defined as internal InterCall records written for any call that is less than 100% perfect.
Accuracy goal is 98% in Reservations
Accuracy goal is 98% in Event Services/Call Execution

Operator Assisted Call Execution

This is a measure of the time taken to add conference participants to operator assisted conference calls. The measurement will be based on the percentage of participant calls answered in a particular time.

Reservations - 80% of participant calls answered in 20 seconds or less.
InterCall will meet the following call execution objectives 80% of the time:
Standard (calls that require InterCall to retrieve either no information or only first and last name)
Up to 100 participants – 20 seconds
101 to 500 participants – 45 seconds
500+ participants – 60 seconds
For each **additional** 500 participants – 60 seconds
Event (calls that require InterCall to retrieve first and last name, phone number and two additional pieces of information)
Up to 100 participants - 60 second
101 to 500 participants – 75 seconds
500+ participants – 90 seconds

For each **additional** 500 participants – 90 seconds

Premium (calls that require InterCall to retrieve first and last name, phone number and 4 additional pieces of information)

Up to 100 participants – 90 seconds

101 to 500 participants – 105 seconds

500+ participants – 120 seconds

For each **additional** 500 participants – 120 seconds

**Note that for each call type defined above, the remaining 20% of callers could hold for a maximum of 1 minute for Standard calls, 3 minutes for Enhanced calls, and 5 minutes for Premium calls.

Paetec

TYPE OF TROUBLE[2]	RESPONSE TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	**2 hour or less**		***X***	
Critical[1], single line/circuit	**1 hour or less**	***X***		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	**1 hour or less**			
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	**1 hour or less**	***X***		
Critical[1], multiple lines/Circuits	**1 hour or less**	***X***		
Significant (over 25% of installed base) Service affecting Outage	**IMMEDIATE**	***X***		
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	**IMMEDIATE**	***X***		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	**Every15 Minutes**	***X The Authorized User can avail itself to many options at all times during an interruption in service to remain up to date on the status of their situation. Authorized User can always call the NOC at any time during an interruption or service trouble to speak with a***		

		representative, Authorized User can utilizing the PAETEC online Tool, which will allow real time updates and resolution. In addition, the PAETEC dedicated account team will be available to Authorized User as well. PAETEC is providing as part of this response a sample Escalation List that Authorized User can also utilize in the event of service trouble.		

TYPE OF TROUBLE[2]	RESTORAL TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	**5 hour or less**	**X ***		
Critical[1], single line/circuit	**3 hour or less**	**X** ***PAETEC will give restoration of that service priority based upon its notification of Authorized User's TSP classification.***		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	**4 hour or less**			
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	**3 hour or less**	**X** ***PAETEC will give restoration of that service priority based upon its notification of Authorized User's TSP classification.***		
Critical[1], multiple lines/Circuits	**3 hour or less**	***X PAETEC will give restoration of that service priority based upon its notification of Authorized User's TSP classification.***		
Significant (over 25% of installed base) Service affecting Outage	**2 hours or less** **Utilize escalation** **List procedures**			***PAETEC's Mean Time to Repair is 4 hours or less***

Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	**1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list**	***Customer must work with PAETEC to create a disaster recovery plan. After that has been completed, PAETEC will comply with the disaster recovery requirements, if enacted, as set forth in such plan in the event of a catastrophic loss***		***PAETEC's Mean Time to Repair is 4 hours or less*****
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	**Not Applicable**			

(Complete chart, provide additional explanations if required)

**** NOC Trouble Response and Status Intervals***

Out of Service

PAETEC will review the trouble ticket and provide initial status to out of service troubles within thirty (30) minutes of the trouble ticket being opened by a customer. Customers experiencing an out of service condition will be given status every hour or upon status change. Internal and external escalations will begin within the first hour and continue up every hour.

Service Affecting

PAETEC will review the trouble ticket and provide initial status to service-affecting troubles within two hours of the trouble ticket being opened by a customer.
Customers experiencing service-affecting conditions will be given status every four hours or upon status change. Internal and external escalations will begin within two hours and continue up every two hours.

Consultation

PAETEC will review the trouble ticket and provide initial status to customers requesting a consultation within two hours of the trouble ticket being opened by a customer. Customers requesting a consultation will be given a status every twenty-four (24) hours or upon status change. Internal and external escalations will be made as needed.

Trouble Definitions
Out of Service: Any product line that PAETEC provides to a customer that is completely out of service.
Service Affecting: Any degradation of service of a customer purchased PAETEC product.
Consultation: Any general inquiry related to PAETEC services

***** PAETEC adheres to all industry standards for network performance and restoration. The Mean Time to Repair dedicated network connections is four (4) hours or less. The time to repair is calculated from the time trouble recognition is reported to the PAETEC NOC through various means including automated network monitoring or customer notification to the time the issue has been resolved. PAETEC does not have a maximum time to repair because of the fact that a ticket is not closed until directed to by our customer, even if it has been determined to be an issue out of PAETEC's realm of responsibility. This is to ensure the highest customer satisfaction.***

[1] Services indicated as being “critical” or “priority” or “public health and safety” shall, for purposes of the above table, all be deemed to be covered by the label “critical.” The State and Authorized Users reserve the right, upon at least seven days’ advance notice to the Contractor, to designate the products, circuits, services and Authorized User, departments or organizations deemed to be “critical,” or “priority,” or “public health and safety,” and the Contractor shall be bound by such designations. Other services, for purposes of the above table, shall be deemed “non-critical.”

[2] The definition of “Outage” or “Trouble” or “Service-Affecting Trouble” is defined as any circuit, product or service that does not operate within contracted service level agreements. For purposes of this CONTRACT, the terms are considered to be synonymous. See LIQUIDATED DAMAGES (below) for liquidated damages that may be assessed for failure to respond to or repair a Trouble or Outage within the contractual timeframe(s).

Service Level Agreements (Managed Services)

Managed Services SLA	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.2.3.1 Service Level Agreements (Internet Services - IP) **Network Availability Guarantee - 100%** The IP Network must be guaranteed to be available and capable of forwarding IP packets 100% of the time, as averaged over a calendar month. The IP network includes the customers access port (the port on the providers aggregation router upon which the customers circuit terminates) and the IP backbone network. The IP backbone network includes owned and controlled routers and circuits (including any transit connections). The Network Availability guarantee does not include the local access circuit (e.g. local loop), Customer Premise Equipment (router or CPE) or Customers Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events.	X		
If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA.	*X* ***		
Latency Guarantee (65 Milliseconds) Bidders must agree that the Contractors IP backbone network must be guaranteed to have an average round trip packet transit time within the IP backbone network over a calendar month of 65ms or less. The average latency is measured as the average of 15-minute samples across the IP backbone network taken throughout the month. The Latency guarantee will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.	*X* ***		
If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms average maximum guaranteed under this SLA.	*X* ***		
Packet Loss Bidders must agree that the maximum average packet loss will be 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full percentage above the 1 percent average maximum guaranteed under this SLA.	*X* ***		
Packet Loss will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.	*X*		

*****Not to exceed the total MRC for said circuit/service in any month. PAETEC's liability for any service related outage shall be governed by and set forth in the SLA terms.**

IX.3 MAINTENANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS

Bidders must agree that Authorized Users may require more stringent "Service Level or Performance Standards" based on the unique requirements of the Authorized User. For example, shorter response times, on-line support, help desk support, penalties for nonperformance, etc.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.3.7 Critical Maintenance Requirements			
It is required that bidders Customer Service Representative or Technical Specialist remain in constant communication with the reporting Authorized Users Representative while service testing is performed by bidders on the affected network service.	*X*		
Bidders must complete all testing of the affected circuits or network service within 30 minutes of the initial service call by the reporting Authorized User.	*X*		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 30 minute testing requirement listed above.	*X*		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within two (2) continuous hours from the time of initial trouble report.	X ****		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within four (4) continuous hours of the initial trouble call from the reporting entity.	*X*		
In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required four (4) continuous hour time-to-repair, bidders must notify the reporting entity and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	*X*		

****While PAETEC cannot guarantee that it will have a technician on site at Authorized User's location within two (2) hours from the time of the initial trouble report, PAETEC believes that in all but the most extreme cases, PAETEC can repair and restore network services remotely and without the need to go to an Authorized User's location. PAETEC can agree to a 2 hour arrival time from the point PAETEC determines that the problem cannot be fixed remotely. As a result, PAETEC believes it meets the intent of this requirement.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.3.8 Emergency Maintenance Requirements Additionally, the Contractor must provide the following for network services listed in the "emergency maintenance" category:			
Bidders must commence testing of the affected network service within 30 minutes of receipt of the trouble report from the Authorized User.	*X*		
Bidders must complete all testing of the affected circuits or network service within 60 minutes of the initial service call by the reporting Authorized User.			*X PAETEC will make every effort to accommodate this, but there may be a situation where*

			testing will exceed 60 minutes
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 60 minute testing requirement listed above.			*X PAETEC can provide such reports once testing is completed but as stated above, there may be a situation where testing will exceed 60 minutes*
Bidders must contact the reporting Authorized User within 60 minutes of the initial trouble report by the Authorized User with the results of its remote testing.			*X PAETEC will make every effort to accommodate this, but there may be a situation where testing will exceed 60 minutes*
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within four (4) continuous hours from the time of initial trouble report.	X****		
The State of New York understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within eight (8) continuous hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required eight (8) continuous hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	*X*		

****While PAETEC cannot guarantee that it will have a technician on site at Authorized User's location within four (4) hours from the time of the initial trouble report, PAETEC believes that in all but the most extreme cases, PAETEC can repair and restore network services remotely and without the need to go to an Authorized User's location. PAETEC can agree to a 4 hour arrival time from the point PAETEC determines that the problem cannot be fixed remotely. As a result, PAETEC believes it meets the intent of this requirement.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.4 ROUTINE MAINTENANCE REQUIRMENTS Additionally, the Contractor must provide the following for network services listed in the "routine maintenance" category:			
Bidders must commence testing of the affected network service within two (2) hours of receipt of the trouble report from the Authorized User.	*X*		
Bidders must complete all testing of the affected circuits or network service within four (4) hours of the initial service call by the reporting Authorized User.	*X*		
Bidders must provide reports or records, upon Authorized Users request, of all required network	*X*		

service testing to confirm compliance with the four (4) hour testing requirement listed above.			
Bidders must contact the reporting Authorized User within four (4) hours of the initial trouble report by the Authorized User with the results of its remote testing.	*X*		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within eight (8) business hours from the time of initial trouble report. (For the purposes of this CONTRACT, business hours are considered to be between 8:00 am and 6:00 pm, Monday through Friday.)	X****		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders is required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within 16 business hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required 16 business hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	*X*		

****While PAETEC cannot guarantee that it will have a technician on site at Authorized User's location within eight (8) business hours from the time of the initial trouble report, PAETEC believes that in all but the most extreme cases, PAETEC can repair and restore network services remotely and without the need to go to an Authorized User's location. PAETEC can agree to an eight (8) hour arrival time from the point PAETEC determines that the problem cannot be fixed remotely. As a result, PAETEC believes it meets the intent of this requirement.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.5 MAINTENANCE / SERVICE HOURS Hours of operation vary between Authorized Users. The Contractor must determine the actual hours for maintenance service required by the Authorized User. This may include a request by the Authorized User to provide service (24) hours-a-day, seven (7) days-a-week, 365 days a year.	*X*		

IX.6 RESTITUTION	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.6.1 Credit for "Down Time" The Contractor must credit the reporting Authorized User for any service "downtime" experienced during the monthly billing cycle. "Credit must be issued when "downtime" exceeds the Mean Time To Respond/Repair (MTTR) as defined in Section IX.1.1.1" In addition, credit must be issued when a particular network service experiences "downtime" on more than one occasion during the monthly billing cycle. Bidders must state the percentage or rate of compensation to be applied for circuit downtime based on the services contracted.	*X*		
IX.6.3 Failure to Install Circuit or Commence Service on Due Date Failure to install and/or deliver the services within required time frames may result in the assessment of liquidated damages, as follows:	*X %*		

For the Contractors failure to install a circuit or commence service by the required due date, a credit of Fifty Dollars ($50) per day may be assessed for the first fifteen (15) days, and One Hundred Dollars ($100) per day for each additional day, up to forty-five (45) calendar days.			
If the installation delay is more than forty-five (45) calendar days, then, by written notice to the Contractor, the Authorized User may terminate the Authorized Users order for the Contractor to install the circuit(s) and or service(s) and the Authorized User may have the circuit(s) installed and or service(s) provided by a substitute vendor. In this event, the Contractor would also be liable for all reasonable costs incurred by the Authorized User in obtaining such substitute services which are in excess of the contracted charges. IX.6.4 Service Credits for Failure to Respond/Repair Troubles Failure to Respond/Repair Troubles in the timeframes specified above, after the Contractor has been notified of the Trouble by the Authorized User (or determining a Trouble on its own through its network management facilities) may result in liquidated damages, assessed as follows:	*X additionally PAETEC will also credit the amount charged for installation of the circuit and/or services.*		*PAETEC is unable to agree to be liable for costs incurred in obtaining substitute services in excess of PAETEC's contracted rates*
Failure to Respond/Repair any Non-Critical trouble within five (5) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the five-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	*X #*		
Failure to Respond/Repair Critical Single-Line/Circuit within Three (3) hours - A credit of one hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	*X #*		
Failure to Respond/Repair Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits Within four (4) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the four-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.			
Failure to Respond/Repair ATM, T1, T3, Frame Relay, ISDN (PRI), DSL and OC-3 to OC-192 Circuits Within three (3) hours – A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for every hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This shall not exceed the total monthly cost of the circuit.	*X #*		
Failure to Respond/Repair Critical Multiple Line/Circuit Within Three (3) Hours - A credit of One Hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the trouble was not repaired; and the amount deducted from the monthly invoice.	*X #*		
Failure to Respond/Repair Emergency Service Outages within 45 minutes – For not responding immediately to Declared Emergency Service Outages determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within 45 minutes shall result in the credit assessment of one months recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).			*PAETEC agrees to respond within 45 minutes, however if PAETEC is unable to repair the service w/in 4 hours, PAETEC will credit Authorized User an*

			amount up to the full month's recurring charge for only the affected circuits or services, not the entire service category.
Failure to Respond to Significant Service-Affecting Outage Immediately or Repair Significant Service-Affecting Outage Within two (2) Hours – For not responding immediately to a Significant Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within two (2) hours shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).			*PAETEC agrees to respond immediately, however if PAETEC is unable to repair the service w/in 4 hours, PAETEC will credit Authorized User an amount up to the full month's recurring charge for only the affected circuits or services, not the entire service category.*
Failure to Respond to Catastrophic Service-Affecting Outage Immediately or Repair Catastrophic Service-Affecting Outage Within one (1) Hour – For not responding immediately to a Catastrophic Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed for each hour or part thereof that the Contractor fails to respond. Failure to repair within one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).			*PAETEC agrees to respond within 1 hour, however if PAETEC is unable to repair the service w/in 4 hours, PAETEC will credit Authorized User an amount up to the full months recurring charge for only the affected circuits or services, not the entire service category.*
Failure to Provide Timely Quarter-Hour Status Updates for Critical Circuit, Critical Multiple Line/Circuit/s, Declared Emergency Service-Affecting Outage or Significant or Catastrophic Service-Affecting Outage – For not providing timely quarter-hour status reporting a credit of one tenth (1/10) months recurring charge for the circuits or services not reported on in a timely manner shall be assessed for each quarter-hour update that the Contractor fails to provide in a timely manner. Failure to timely report for longer than one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the circuit or service not reported on.	*X If Authorized User is unable to obtain a status from any of the options available as indicated in PAETEC's response to IX.1.1.1 above, PAETEC will issue Authorized User a*		

	credit equal to one month's recurring monthly charge for the circuit or service not reported on.		

% with the understanding that the installation date is mutually agreed upon between Authorized User and PAETEC and in no case shall the liquidated damages exceed the installation cost for such circuit or facility

#PAETEC agrees to respond within the time frames noted in the bulleted item in this section, and failure to meet such response time PAETEC agrees to the credit structure set forth in these items and to provide the credits up to a total of $500.00 or 1 month MRC for such circuit or service, whichever is greater.

IX.6.5 Chronic Service Outages / Unsatisfactory Performance A credit of one months recurring charge may be applied for a circuit or service meeting the definition of Chronic Service Outage in section above.	*X*		
In any subsequent month in which a circuit or service has an Outage after qualifying as a Chronic Service Outage, a credit of one months total recurring charge for the circuit or service may be assessed for that month, in addition to any other liquidated damages that may be assessable for failure to repair.	*X*		
When a Chronic Service Outage exists for a circuit or service, the Authorized User may direct the Contractor, at no cost to the State or Authorized User to replace the circuit or service with a new one; and the Contractor shall install the new circuit or service in the most expeditious timeframe for installation of a new circuit/service contained in the contract.	*X*		
In the event that an Authorized contract user determines that the service provided is unsatisfactory and the contractor is deemed to be in breech of contact and the Authorized user must replace the services with comparable service from another contactor the contractor in breach will be responsible for: providing continued services during the transition period at no additional cost to the Authorized User all transition expenses or additional costs assessed damages	*X* ¶		
¶ PAETEC will provide a credit or a refund to Authorized User in an amount not to exceed the installation charge originally paid by Authorized User			
IX.6.6 Critical / Priority / Public Health and Safety Services Failure by the Contractor to respond within the required time to any three (3) Outages in any consecutive three-month period in individual locations or Authorized User that the State has specified to the Contractor as being critical to "the public health and safety," will, in lieu of the liquidated damages set forth above, may result in the assessment of one months credit for the entire service category for such individual location or Authorized User (i.e., ATM, T1, OC-3 etc.). Failure to respond within the required time to any subsequent Outage within six months following the third Outage in a consecutive three-month period may, in lieu of the liquidated damages set forth above, result in an additional assessment of one months credit for the entire service category for such location or agency.	*X*		

IX.6.7 Billing Discrepancies Failure to resolve and correct any conditions resulting in billing discrepancies within 60 calendar days after the Contractor received written notification from the Authorized User may result in liquidated damages, assessed as follows:			
Failure to correct the discrepancies within 60 calendar days after notification - A credit of 150% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	*X*		
Failure to correct the discrepancies within 120 calendar days after notification - A credit of 200% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	*X*		
IX.7 INTERFACING WITH THIRD PARTY CONTRACTORS The Contractors Account Team must work in conjunction with any customer premises equipment (CPE), voice, data or video contractor, utilized by the Authorized User, to resolve technical issues that may arise during Authorized Users use of the Contractors communication services thus eliminating the need for the Authorized User to be a mediator in problem resolution. The Contractors Account Team must speak directly with the other contractor, when requested by the Authorized User as the situation requires, ensuring the resolution of these technical issues by the timeframes detailed in the maintenance requirements of this CONTRACT document. The Contractor is required to attend any contractor meeting arranged by the Authorized User to facilitate the resolution of a technical problem associated with the performance of the contracted communications network services. Should the contractor (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice (24 hours) to the Authorized User, the Contractor shall be responsible to reimburse any other contractor(s) for the time expended for this missed meeting with the other contractor(s) rate for a two (2) hour labor charge for one (1) assigned staff member.	*X*		
IX.8 ESCALATION PROCEDURES DURING SERVICE MAINTENANCE Bidders must provide escalation procedures to address inadequate maintenance service of the contracted network service. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Authorized User upon request. In addition, these procedures must include:	*X*		
a list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);	*X*		
contact telephone, fax, pager, cellular numbers for the personnel listed above;	*X*		
methods by which escalation is initiated and conducted; and	*X*		
criteria for escalation at each level	*X*		

MANAGED SERVICES – LOT 3
INTERNET ACCESS SERVICES

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
On-Net Network % Availability — 100%	*X*		
On-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes) that the network is unavailable and adversely affects the contracts eligible entity's use of services obtained from bidders.	*X* ***		

Off-Net Network % Availability — 100% readability/availability via connection to bidders tier I(one) Internet Service Provider(s) (ISPs)			*PAETEC is willing to agree to off-net network % availability of 99.999%.*
Off-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity's use of services obtained from bidders.	*PAETEC agrees with the understanding that credits are issued based on the 99.999% availability standard represented above ****		
On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core			*While PAETEC cannot guarantee 30 ms round-trip latency, PAETEC's SLA provides guaranteed packet latency of 50 ms or less Average Round-Trip Latency in any given calendar month.*
On-Net Latency Credits - A credit of one day's service fee for each full msec over	*PAETEC agrees with the understanding that credits are issued based on the 50 ms standard represented above ****		
Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers	*PAETEC meets this standard for off net data traffic inside New York State*		*For data traffic outside of New York State, PAETEC cannot commit to this latency parameter, but confirms that off net traffic latency remains at least consistent with or better than industry standards*
Off-Net Latency Credits - A credit of one day's service fee for each full msec over	*PAETEC agrees with the understanding that credits are issued based on the off net data traffic within New York State standard*		

	*represented above ****		
On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period	*X*		
On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over	*X* ***		
Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period	*X*		
Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over	*X* ***		

***Not to exceed the total MRC for said facility in any month. PAETEC's liability for any service related outage shall be governed by and set forth in the SLA terms.

Qwest

TYPE OF TROUBLE[2]	RESPONSE TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical[1]	2 hour or less		X Customer calls to report trouble are answered by tier 1 technicians at Qwest. The trouble-shooting process begins immediately.	
Critical[1], single line/circuit	1 hour or less		X Customer calls to report trouble are answered by tier 1 technicians at Qwest. The trouble-shooting process begins immediately.	
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	1 hour or less			
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	1 hour or less		X Customer calls to report trouble are answered by tier 1 technicians at Qwest. The trouble-shooting	

			process begins immediately.	
Critical[1], multiple lines/Circuits	1 hour or less		X Customer calls to report trouble are answered by tier 1 technicians at Qwest. The trouble-shooting process begins immediately.	
Significant (over 25% of installed base) Service affecting Outage	IMMEDIATE		X Customer calls to report trouble are answered by tier 1 technicians at Qwest. The trouble-shooting process begins immediately.	
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	IMMEDIATE		X Customer calls to report trouble are answered by tier 1 technicians at Qwest. The trouble-shooting process begins immediately.	
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Every15 Minutes	X Once the customer contact notifies the Qwest service manager of a critical		

		outage, he will provide status to the customer every 15 minutes.		

TYPE OF TROUBLE[2]	**RESTORAL TIME**	**Meet Requirement**	**Exceed Requirement**	**Does Not Meet Requirement**
Non-Critical[1]	**5 hour or less**	**X**		
Critical[1], single line/circuit	**3 hour or less**	**X**		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	**4 hour or less**	**X**		
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	**3 hour or less**	**X**		
Critical[1], multiple lines/Circuits	**3 hour or less**	**X**		
Significant (over 25% of installed base) Service affecting Outage	**2 hours or less Utilize escalation List procedures**			**X Qwest will meet a 3 hour MTTR in this category**
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	**1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list**	**X For locations employing disaster recovery services with Qwest, Qwest will deploy those disaster recovery plans in 1 hour or less**		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	**Not Applicable**			

[1] Services indicated as being "critical" or "priority" or "public health and safety" shall, for purposes of the above table, all be deemed to be covered by the label "critical." The State and Authorized Users reserve the right, upon at least seven days' advance notice to the Contractor, to designate the products, circuits, services and Authorized User, departments or organizations deemed to be "critical," or "priority," or "public health and safety," and the Contractor shall be bound by such designations. Other services, for purposes of the above table, shall be deemed "non-critical."

[2] The definition of "Outage" or "Trouble" or "Service-Affecting Trouble" is defined as any circuit, product or service that does not operate within contracted service level agreements. For purposes of this CONTRACT, the terms are considered to be synonymous. See LIQUIDATED DAMAGES (below) for liquidated damages that may be assessed for failure to respond to or repair a Trouble or Outage within the contractual timeframe(s).

Service Level Agreements (Managed Services)

Managed Services SLA	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.2.3.1 Service Level Agreements (Internet Services - IP) **Network Availability Guarantee - 100%** The IP Network must be guaranteed to be available and capable of forwarding IP packets 100% of the time, as averaged over a calendar month. The IP network includes the customers access port (the port on the providers aggregation router upon which the customers circuit terminates) and the IP backbone network. The IP backbone network includes owned and controlled routers and circuits (including any transit connections). The Network Availability guarantee does not include the local access circuit (e.g. local loop), Customer Premise Equipment (router or CPE) or Customers Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events.	X		
If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA.	X		
Latency Guarantee (65 Milliseconds) Bidders must agree that the Contractors IP backbone network must be guaranteed to have an average round trip packet transit time within the IP backbone network over a calendar month of 65ms or less. The average latency is measured as the average of 15-minute samples across the IP backbone network taken throughout the month. The Latency guarantee will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.		X	
If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms average maximum guaranteed under this SLA.		X Qwest's SLA exceeds the credit requirements for 51ms-72ms.	X Qwest's SLA does not meet the credit requirements for 73+ms. However, during the past 12 months,

			the highest latency during any given month on Qwest's backbone has been 41.32ms.
Packet Loss Bidders must agree that the maximum average packet loss will be 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full percentage above the 1 percent average maximum guaranteed under this SLA.		X Qwest's SLA exceeds the credit requirements for a packet loss of 0.51% to 4%, and also for the range of 11% to 16%	X Qwest's SLA does not meet the credit requirements for the ranges where packet loss is 5% to 10% and 17%+. However, during the past 12 months, the highest packet loss during any given month on Qwest's backbone has been 0.07% (packet delivery of 99.93%.
Packet Loss will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.			

MAINTENANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS

Bidders must agree that Authorized Users may require more stringent "Service Level or Performance Standards" based on the unique requirements of the Authorized User. For example, shorter response times, on-line support, help desk support, penalties for nonperformance, etc.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.3.7 Critical Maintenance Requirements			
It is required that bidders Customer Service Representative or Technical Specialist remain in constant communication with the reporting Authorized Users Representative while service testing is performed by bidders on the affected network service.	X		
Bidders must complete all testing of the affected circuits or network service within 30 minutes of the initial service call by the reporting Authorized User.	X Once a trouble ticket is opened by the reporting authorized user to Qwest, the ticket will be assigned to a technician, and the technician will		

	begin the trouble-shooting process. The technician will begin circuit testing, once doing so has been deemed necessary. Circuit testing will begin within 30 minutes of the initial trouble call. Depending on the type of testing required, it will occasionally be necessary for more than 30 minutes to elapse prior to the completion of testing.		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 30 minute testing requirement listed above.	X Qwest will provide these reports on request.		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within two (2) continuous hours from the time of initial trouble report.	X The majority of Qwest's trouble-shooting is conducted from remote locations. Occasionally, it will be necessary to have a tech from the local loop provider dispatched. During those instances, Qwest will be able to have the local vendor dispatched to the customer location within two business hours from the time dispatch is requested. Exceptions: The bargained for contract agrees to a four hour lead time after normal business hours. Additionally, in any		

	identified "red zones," the loop providers will not dispatch during certain hours unless accompanied by a police escort, or as part of a two person team.		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within four (4) continuous hours of the initial trouble call from the reporting entity.	X In cases where a circuit or service is experiencing total service outage or service degradation is present to an advanced degree, Qwest's MTTR (Mean Time to Repair) goal is 4 hours.		
In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required four (4) continuous hour time-to-repair, bidders must notify the reporting entity and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.			X While Qwest will provide the authorized user with a detailed plan of restoration, there will be no guarantee that alternative service will be provisioned following a 4 hour service disruption.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.3.8 Emergency Maintenance Requirements Additionally, the Contractor must provide the following for network services listed in the "emergency maintenance" category:			
Bidders must commence testing of the affected network service within 30 minutes of receipt of the trouble report from the Authorized User.	**X** **Once a trouble ticket is opened by the reporting authorized user to Qwest, the ticket will be assigned to a technician, and the technician will begin the trouble-**		

	shooting process. The technician will begin circuit testing, once doing so has been deemed necessary. Circuit testing will begin within 30 minutes of the initial trouble call. Depending on the type of testing required, it will occasionally be necessary for more than 30 minutes to elapse prior to the completion of testing.		
Bidders must complete all testing of the affected circuits or network service within 60 minutes of the initial service call by the reporting Authorized User.	X Circuit testing will begin within 30 minutes of the initial trouble call. Depending on the type of testing required, it will occasionally be necessary for more than 30 minutes to elapse prior to the completion of testing.		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 60 minute testing requirement listed above.	X **Qwest will provide these reports on request.**		
Bidders must contact the reporting Authorized User within 60 minutes of the initial trouble report by the Authorized User with the results of its remote testing.	**X** **In cases where a circuit or service is experiencing total service outage or service degradation is present to an advanced degree, the Qwest technician will provide a status update to the customer at least once every 60 minutes.**		

Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within four (4) continuous hours from the time of initial trouble report.	X The majority of Qwest's trouble-shooting is conducted from remote locations. Occasionally, it will be necessary to have a tech from the local loop provider dispatched. During those instances, Qwest will be able to have the local vendor dispatched to the customer location within four business hours from the time dispatch is requested. Exceptions: The bargained for contract agrees to a four hour lead time after normal business hours. Additionally, in any identified "red zones," the loop providers will not dispatch during certain hours unless accompanied by a police escort, or as part of a two person team.		
The State of New York understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within eight (8) continuous hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required eight (8) continuous hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.			X **While Qwest will provide the authorized user with a detailed plan of restoration, there will be no guarantee that alternative service will be provisioned following a 8 hour service disruption**

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.4 ROUTINE MAINTENANCE REQUIRMENTS Additionally, the Contractor must provide the following for network services listed in the "routine maintenance" category:			
Bidders must commence testing of the affected network service within two (2) hours of receipt of the trouble report from the Authorized User.		X Circuit testing will begin within 30 minutes of the initial trouble call. Depending on the type of testing required, it will occasionally be necessary for more than 30 minutes to elapse prior to the completion of testing.	
Bidders must complete all testing of the affected circuits or network service within four (4) hours of the initial service call by the reporting Authorized User.	**X** **Circuit testing will begin within 30 minutes of the initial trouble call. Depending on the type of testing required, it will occasionally be necessary for more than 30 minutes to elapse prior to the completion of testing.**		
Bidders must provide reports or records, upon Authorized Users request, of all required network service testing to confirm compliance with the four (4) hour testing requirement listed above.	X Qwest will provide these reports on request.		
Bidders must contact the reporting Authorized User within four (4) hours of the initial trouble report by the Authorized User with the results of its remote testing.		**X** **In cases where a circuit or service is experiencing total service outage or service degradation is present to an**	

		advanced degree, the Qwest technician will provide a status update to the customer at least once every 60 minutes.	
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within eight (8) business hours from the time of initial trouble report. (For the purposes of this CONTRACT, business hours are considered to be between 8:00 am and 6:00 pm, Monday through Friday.)	X The majority of Qwest's trouble-shooting is conducted from remote locations. Occasionally, it will be necessary to have a tech from the local loop provider dispatched. During those instances, Qwest will be able to have the local vendor dispatched to the customer location within four business hours from the time dispatch is requested. Exceptions: The bargained for contract agrees to a four hour lead time after normal business hours. Additionally, in any identified “red zones,” the loop providers will not dispatch during certain hours unless accompanied by a police escort, or as part of a two person team.		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders is required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to			X **While Qwest will provide the**

use commercially reasonable efforts to repair the service within 16 business hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required 16 business hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.			**authorized user with a detailed plan of restoration, there will be no guarantee that alternative service will be provisioned following a 16 hour service disruption**

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.5 MAINTENANCE / SERVICE HOURS Hours of operation vary between Authorized Users. The Contractor must determine the actual hours for maintenance service required by the Authorized User. This may include a request by the Authorized User to provide service (24) hours-a-day, seven (7) days-a-week, 365 days a year.	X		

IX.6 RESTITUTION	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.6.1 Credit for “Down Time” The Contractor must credit the reporting Authorized User for any service "downtime" experienced during the monthly billing cycle. “Credit must be issued when “downtime” exceeds the Mean Time To Respond/Repair (MTTR) as defined in Section IX.1.1.1” In addition, credit must be issued when a particular network service experiences “downtime” on more than one occasion during the monthly billing cycle. Bidders must state the percentage or rate of compensation to be applied for circuit downtime based on the services contracted.	X		
IX.6.3 Failure to Install Circuit or Commence Service on Due Date Failure to install and/or deliver the services within required time frames may result in the assessment of liquidated damages, as follows: For the Contractors failure to install a circuit or commence service by the required due date, a credit of Fifty Dollars ($50) per day may be assessed for the first fifteen (15) days, and One Hundred Dollars ($100) per day for each additional day, up to forty-five (45) calendar days.	X		
If the installation delay is more than forty-five (45) calendar days, then, by written notice to the Contractor, the Authorized User may terminate the Authorized Users order for the Contractor to install the circuit(s) and or service(s) and the Authorized User may have the circuit(s) installed and or service(s) provided by a substitute vendor. In this event, the Contractor would also be liable for all reasonable costs incurred by the Authorized User in obtaining such substitute services which are in excess of the contracted charges. IX.6.4 Service Credits for Failure to Respond/Repair Troubles	X		

Failure to Respond/Repair Troubles in the timeframes specified above, after the Contractor has been notified of the Trouble by the Authorized User (or determining a Trouble on its own through its network management facilities) may result in liquidated damages, assessed as follows:			
Failure to Respond/Repair any Non-Critical trouble within five (5) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the five-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X *Please see note below		
Failure to Respond/Repair Critical Single-Line/Circuit within Three (3) hours - A credit of one hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X *Please see note below		
Failure to Respond/Repair Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits Within four (4) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the four-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.			
Failure to Respond/Repair ATM, T1, T3, Frame Relay, ISDN (PRI), DSL and OC-3 to OC-192 Circuits Within three (3) hours – A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for every hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This shall not exceed the total monthly cost of the circuit.	X *Please see note below		
Failure to Respond/Repair Critical Multiple Line/Circuit Within Three (3) Hours - A credit of One Hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the trouble was not repaired; and the amount deducted from the monthly invoice.	X *Please see note below		
Failure to Respond/Repair Emergency Service Outages within 45 minutes – For not responding immediately to Declared Emergency Service Outages determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within 45 minutes shall result in the credit assessment of one months recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X *Please see note below		
Failure to Respond to Significant Service-Affecting Outage Immediately or Repair Significant Service-Affecting Outage Within two (2) Hours – For not responding immediately to a Significant Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within two (2) hours shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).			X Qwest will meet a 3 hour MTTR in this category *Please see note below
Failure to Respond to Catastrophic Service-Affecting Outage Immediately or Repair Catastrophic Service-Affecting Outage Within one (1) Hour – For not responding immediately to a Catastrophic Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed for each hour or part thereof that the Contractor fails to respond. Failure to repair within one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X *Please see note below		

Failure to Provide Timely Quarter-Hour Status Updates for Critical Circuit, Critical Multiple Line/Circuit/s, Declared Emergency Service-Affecting Outage or Significant or Catastrophic Service-Affecting Outage – For not providing timely quarter-hour status reporting a credit of one tenth (1/10) months recurring charge for the circuits or services not reported on in a timely manner shall be assessed for each quarter-hour update that the Contractor fails to provide in a timely manner. Failure to timely report for longer than one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the circuit or service not reported on.	X *Please see note below		
	* IX.6.4 Not withstanding anything to the contrary contained herein, under no circumstance will the credit exceed one month MRC.		
IX.6.5 Chronic Service Outages / Unsatisfactory Performance A credit of one months recurring charge may be applied for a circuit or service meeting the definition of Chronic Service Outage in section above.	X		
In any subsequent month in which a circuit or service has an Outage after qualifying as a Chronic Service Outage, a credit of one months total recurring charge for the circuit or service may be assessed for that month, in addition to any other liquidated damages that may be assessable for failure to repair.	X		
When a Chronic Service Outage exists for a circuit or service, the Authorized User may direct the Contractor, at no cost to the State or Authorized User to replace the circuit or service with a new one; and the Contractor shall install the new circuit or service in the most expeditious timeframe for installation of a new circuit/service contained in the contract.	**X** **If the authorized user and Qwest agree that replacing a circuit will resolve a chronic issue, Qwest will order a replacement circuit, and will not charge for installation.**		
In the event that an Authorized contract user determines that the service provided is unsatisfactory and the contractor is deemed to be in breech of contact and the Authorized user must replace the services with comparable service from another contactor the contractor in breach will be responsible for: providing continued services during the transition period at no additional cost to the Authorized User all transition expenses or additional costs assessed damages	X Qwest agrees as it applies to direct damages only. Customer will make reasonable efforts to mitigate costs in acquiring the comparable services under similar terms and conditions.		
IX.6.6 Critical / Priority / Public Health and Safety Services Failure by the Contractor to respond within the required time to any three (3) Outages in any consecutive three-month period in individual locations or Authorized User that the State has specified to the Contractor as being critical to "the public health and safety," will, in lieu of the	X		

liquidated damages set forth above, may result in the assessment of one months credit for the entire service category for such individual location or Authorized User (i.e., ATM, T1, OC-3 etc.). Failure to respond within the required time to any subsequent Outage within six months following the third Outage in a consecutive three-month period may, in lieu of the liquidated damages set forth above, result in an additional assessment of one months credit for the entire service category for such location or agency.			
IX.6.7 Billing Discrepancies Failure to resolve and correct any conditions resulting in billing discrepancies within 60 calendar days after the Contractor received written notification from the Authorized User may result in liquidated damages, assessed as follows:			
Failure to correct the discrepancies within 60 calendar days after notification - A credit of 150% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).			X Credit will equal 100% of erroneous amounts
Failure to correct the discrepancies within 120 calendar days after notification - A credit of 200% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).			X **Credit will equal 100% of erroneous amounts**
IX.7 INTERFACING WITH THIRD PARTY CONTRACTORS The Contractors Account Team must work in conjunction with any customer premises equipment (CPE), voice, data or video contractor, utilized by the Authorized User, to resolve technical issues that may arise during Authorized Users use of the Contractors communication services thus eliminating the need for the Authorized User to be a mediator in problem resolution. The Contractors Account Team must speak directly with the other contractor, when requested by the Authorized User as the situation requires, ensuring the resolution of these technical issues by the timeframes detailed in the maintenance requirements of this CONTRACT document. The Contractor is required to attend any contractor meeting arranged by the Authorized User to facilitate the resolution of a technical problem associated with the performance of the contracted communications network services. Should the contractor (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice (24 hours) to the Authorized User, the Contractor shall be responsible to reimburse any other contractor(s) for the time expended for this missed meeting with the other contractor(s) rate for a two (2) hour labor charge for one (1) assigned staff member.	**Qwest has read, understands, and complies.**		
IX.8 ESCALATION PROCEDURES DURING SERVICE MAINTENANCE Bidders must provide escalation procedures to address inadequate maintenance service of the contracted network service. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Authorized User upon request. In addition, these procedures must include:			
a list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);	**Qwest has read, understands, and complies.**		
contact telephone, fax, pager, cellular numbers for the personnel listed above;	Qwest has read, understands, and complies.		

methods by which escalation is initiated and conducted; and	Qwest has read, understands, and complies.		
criteria for escalation at each level	Qwest has read, understands, and complies.		

MANAGED SERVICES – LOT 3
INTERNET ACCESS SERVICES

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
On-Net Network % Availability — 100%	X		
On-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes) that the network is unavailable and adversely affects the contracts eligible entity's use of services obtained from bidders.	X		
Off-Net Network % Availability — 100% readability/availability via connection to bidders tier I(one) Internet Service Provider(s) (ISPs)	X Excluding local loop, circuits will be provisioned on Qwest's backbone network.		
Off-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity's use of services obtained from bidders.	X Excluding local loop, circuits will be provisioned on Qwest's backbone network.		
On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core			
On-Net Latency Credits - A credit of one day's service fee for each full msec over			
Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers			X Qwest has stringent SLA's with our peering partners. Our current guarantee for off-net latency is 95ms.
Off-Net Latency Credits - A credit of one day's service fee for each full msec over			X Qwest has stringent SLA's with our peering partners. Our current guarantee for off-net latency is 95ms.
On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period	X		
On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over		X	X

		Qwest's SLA exceeds the credit requirements for a packet loss of 0.51% to 4%, and also for the range of 11% to 16%	Qwest's SLA does not meet the credit requirements for the ranges where packet loss is 5% to 10% and 17%+. However, during the past 12 months, the highest packet loss during any given month on Qwest's backbone has been 0.07% (packet delivery of 99.93%.
Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period			X Although Qwest has stringent agreements with our peering partners, we do not have specific customer SLA's for packet delivery/loss.
Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over			**X** **Although Qwest has stringent agreements with our peering partners, we do not have specific customer SLA's for packet delivery/loss.**

Time Warner Telecom

TYPE OF TROUBLE[2]	RESPONSE TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement	TWTC Comments
Non-Critical[1]	2 hour or less		X		TWTC's ticket response/pick up will be 30 minutes and ticket status will be at 60 minute intervals. All trouble types are created equally.
Critical[1], single line/circuit	1 hour or less		X		TWTC's ticket response/pick up will be 30 minutes and ticket status will be at 60 minute intervals. All trouble types are created equally.
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	1 hour or less				TWTC is not bidding on these services.
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	1 hour or less		X		TWTC's ticket response/pick up will be 30 minutes and ticket status will be at 60 minute intervals. All trouble types are created

					equally.
Critical[1], multiple lines/Circuits	1 hour or less		X		TWTC's ticket response/pick up will be 30 minutes and ticket status will be at 60 minute intervals. All trouble types are created equally.
Significant (over 25% of installed base) Service affecting Outage	IMMEDIATE			X	TWTC's ticket response/pick up will be 30 minutes and ticket status will be at 60 minute intervals. All trouble types are created equally.
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	IMMEDIATE			X	TWTC's ticket response/pick up will be 30 minutes and ticket status will be at 60 minute intervals. All trouble types are created equally.
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Every15 Minutes			X	TWTC's ticket response/pick up will be 30 minutes and ticket status will be at 60 minute intervals. All trouble types are created equally.

TYPE OF TROUBLE[2]	RESTORAL TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement	TWTC Comments

Non-Critical[1]	**5 hour or less**		**X**		**TWTC maintains a MTTR objective of 2 hours for on-net and four hours for off-net services.**
Critical[1], single line/circuit	**3 hour or less**		**X**		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination),Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	**4 hour or less**				**TWTC is not bidding on these services.**
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	**3 hour or less**		**X**		
Critical[1], multiple lines/Circuits	**3 hour or less**		**X**		
Significant (over 25% of installed base) Service affecting Outage	**2 hours or less Utilize escalation List procedures**		**X**		
Catastrophic (over 50% of installed base) Service Outage[2] Loss of any Critical Contracting agency, department or organization	**1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list**			**X**	**TWTC maintains a MTTR objective of 2 hours for on-net and four hours for off-net services.**
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	**Not Applicable**		**X**		

[1] Services indicated as being "critical" or "priority" or "public health and safety" shall, for purposes of the above table, all be deemed to be covered by the label "critical." The State and Authorized Users reserve the right, upon at least seven days' advance notice to the Contractor, to designate the products, circuits, services and Authorized User,

departments or organizations deemed to be "critical," or "priority," or "public health and safety," and the Contractor shall be bound by such designations. Other services, for purposes of the above table, shall be deemed "non-critical."

[2] The definition of "Outage" or "Trouble" or "Service-Affecting Trouble" is defined as any circuit, product or service that does not operate within contracted service level agreements. For purposes of this CONTRACT, the terms are considered to be synonymous. See LIQUIDATED DAMAGES (below) for liquidated damages that may be assessed for failure to respond to or repair a Trouble or Outage within the contractual timeframe(s).

Service Level Agreements (Managed Services)

Managed Services SLA	Meet Requirement	Exceed Requirement	Does Not Meet Requirement	
IX.2.3.1 Service Level Agreements (Internet Services - IP) **Network Availability Guarantee - 100%** The IP Network must be guaranteed to be available and capable of forwarding IP packets 100% of the time, as averaged over a calendar month. The IP network includes the customers access port (the port on the providers aggregation router upon which the customers circuit terminates) and the IP backbone network. The IP backbone network includes owned and controlled routers and circuits (including any transit connections). The Network Availability guarantee does not include the local access circuit (e.g. local loop), Customer Premise Equipment (router or CPE) or Customers Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events.	X			
If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA.				Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing Internet Service per Table 1 included below.
Latency Guarantee (65 Milliseconds) Bidders must agree that the Contractors IP backbone network must be guaranteed to have an average round trip packet transit time within the IP backbone network over a calendar month of 65ms or less. The average latency is measured as the		X		

average of 15-minute samples across the IP backbone network taken throughout the month. The Latency guarantee will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.				
If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms average maximum guaranteed under this SLA.			X	Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing Internet Service per Table 1 included below.
Packet Loss Bidders must agree that the maximum average packet loss will be 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full percentage above the 1 percent average maximum guaranteed under this SLA.		X		
Packet Loss will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.				**See above answer**.

Table 1:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

SLA Managed Services	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid
Standard SLA's	
Internet Access	99.99%
Collocation Services	N/A
IP VPN (MPLS)	99.99%
Optional SLA	

MAINTENANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS

Bidders must agree that Authorized Users may require more stringent "Service Level or Performance Standards" based on the unique requirements of the Authorized User. For example, shorter response times, on-line support, help desk support, penalties for nonperformance, etc.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement	TWTC Comments
IX.3.7 Critical Maintenance Requirements				**TWTC does not classify outages as designated in this CONTRACT (Emergency Maintenance, Critical Maintenance, etc.) All outages maintain an MTTR objective of 2 hours for on-net and 4 hours for off-net services.
It is required that bidders Customer Service Representative or Technical Specialist remain in constant communication with the reporting Authorized Users Representative while service testing is performed by bidders on the affected network service.		X		
Bidders must complete all testing of the affected circuits or network service within 30 minutes of the initial service call by the reporting Authorized User.	X			
Bidders must provide reports or records, upon the Authorized Users request, of all required	X			

network service testing to confirm compliance with the 30 minute testing requirement listed above.				
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within two (2) continuous hours from the time of initial trouble report.	X			
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within four (4) continuous hours of the initial trouble call from the reporting entity.		X		TWTC's MTTR objective is 2 hours for on-net services and four hours for off-net services.
In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required four (4) continuous hour time-to-repair, bidders must notify the reporting entity and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	X			

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement	TWTC Comments
IX.3.8 Emergency Maintenance Requirements Additionally, the Contractor must provide the following for network services listed in the "emergency maintenance" category:				**TWTC does not classify outages as designated in this CONTRACT (Emergency Maintenance, Critical Maintenance, etc.) All outages maintain an MTTR objective of 2 hours for on-net and 4 hours for off-net services.
Bidders must commence testing of the affected network service within 30 minutes of receipt of the trouble report from the Authorized User.	X			

Bidders must complete all testing of the affected circuits or network service within 60 minutes of the initial service call by the reporting Authorized User.	X			
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 60 minute testing requirement listed above.	X			
Bidders must contact the reporting Authorized User within 60 minutes of the initial trouble report by the Authorized User with the results of its remote testing.	X			
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within four (4) continuous hours from the time of initial trouble report.	X			
The State of New York understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within eight (8) continuous hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required eight (8) continuous hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	X			

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement	TWTC Comments
IX.4 ROUTINE MAINTENANCE REQUIRMENTS Additionally, the Contractor must provide the following for network services listed in the "routine maintenance" category:				****TWTC does not classify outages as designated in this CONTRACT (Emergency**

				Maintenance, Critical Maintenance, etc.) All outages maintain an MTTR objective of 2 hours for on-net and 4 hours for off-net services.
Bidders must commence testing of the affected network service within two (2) hours of receipt of the trouble report from the Authorized User.	X			
Bidders must complete all testing of the affected circuits or network service within four (4) hours of the initial service call by the reporting Authorized User.			X	TWTC will continue to test this until the outage is restored. We cannot guarantee this will be complete in four hours.
Bidders must provide reports or records, upon Authorized Users request, of all required network service testing to confirm compliance with the four (4) hour testing requirement listed above.	X			
Bidders must contact the reporting Authorized User within four (4) hours of the initial trouble report by the Authorized User with the results of its remote testing.	X			
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within eight (8) business hours from the time of initial trouble report. (For the purposes of this CONTRACT, business hours are considered to be between 8:00 am and 6:00 pm, Monday through Friday.)	X			
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders is required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within 16 business hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required 16 business hour time-to-repair,	X			

bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.				

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.5 MAINTENANCE / SERVICE HOURS Hours of operation vary between Authorized Users. The Contractor must determine the actual hours for maintenance service required by the Authorized User. This may include a request by the Authorized User to provide service (24) hours-a-day, seven (7) days-a-week, 365 days a year.	X		

IX.6 RESTITUTION	Meet Requirement	Exceed Requirement	Does Not Meet Requirement	
IX.6.1 Credit for "Down Time" The Contractor must credit the reporting Authorized User for any service "downtime" experienced during the monthly billing cycle. "Credit must be issued when "downtime" exceeds the Mean Time To Respond/Repair (MTTR) as defined in Section IX.1.1.1" In addition, credit must be issued when a particular network service experiences "downtime" on more than one occasion during the monthly billing cycle. Bidders must state the percentage or rate of compensation to be applied for circuit downtime based on the services contracted.			**X**	The above table shows TWTC's credit **Per Service Outage** / **Percentage Credit** Up to 5 minutes (99.99% availability) / No Credit 5 minutes up to 4 hours / 5% of the MRC 4 hours up to 8 hours / 10% of the MRC 8 hours up to 12 hours / 15% of the MRC 12 hours up to 16 hours / 20% of the MRC 16 hours up to 24 hours / 35% of the MRC 24 hours or greater / 50% of the MRC structure for the proposed products.
IX.6.3 Failure to Install Circuit or Commence Service on Due Date Failure to install and/or deliver the services within required time frames may result in the	X			

assessment of liquidated damages, as follows: For the Contractors failure to install a circuit or commence service by the required due date, a credit of Fifty Dollars ($50) per day may be assessed for the first fifteen (15) days, and One Hundred Dollars ($100) per day for each additional day, up to forty-five (45) calendar days.				
If the installation delay is more than forty-five (45) calendar days, then, by written notice to the Contractor, the Authorized User may terminate the Authorized Users order for the Contractor to install the circuit(s) and or service(s) and the Authorized User may have the circuit(s) installed and or service(s) provided by a substitute vendor. In this event, the Contractor would also be liable for all reasonable costs incurred by the Authorized User in obtaining such substitute services which are in excess of the contracted charges. IX.6.4 Service Credits for Failure to Respond/Repair Troubles Failure to Respond/Repair Troubles in the timeframes specified above, after the Contractor has been notified of the Trouble by the Authorized User (or determining a Trouble on its own through its network management facilities) may result in liquidated damages, assessed as follows:	X			
Failure to Respond/Repair any Non-Critical trouble within five (5) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the five-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X			
Failure to Respond/Repair Critical Single-Line/Circuit within Three (3) hours - A credit of one hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.	X			
Failure to Respond/Repair Centrex, 1MB/POTS,	X			

Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits Within four (4) hours - A credit of fifty ($50.00) dollars per hour shall be assessed for each additional hour or part thereof over the four-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.				
Failure to Respond/Repair ATM, T1, T3, Frame Relay, ISDN (PRI), DSL and OC-3 to OC-192 Circuits Within three (3) hours – A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for every hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This shall not exceed the total monthly cost of the circuit.	X			
Failure to Respond/Repair Critical Multiple Line/Circuit Within Three (3) Hours - A credit of One Hundred ($100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the trouble was not repaired; and the amount deducted from the monthly invoice.	X			
Failure to Respond/Repair Emergency Service Outages within 45 minutes – For not responding immediately to Declared Emergency Service Outages determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within 45 minutes shall result in the credit assessment of one months recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X			
Failure to Respond to Significant Service-Affecting Outage Immediately or Repair Significant Service-Affecting Outage Within two (2) Hours – For not responding immediately to a Significant Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable	X			

circuits or services shall be assessed against the Contractor. Failure to repair within two (2) hours shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).				
Failure to Respond to Catastrophic Service-Affecting Outage Immediately or Repair Catastrophic Service-Affecting Outage Within one (1) Hour – For not responding immediately to a Catastrophic Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed for each hour or part thereof that the Contractor fails to respond. Failure to repair within one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).	X			
Failure to Provide Timely Quarter-Hour Status Updates for Critical Circuit, Critical Multiple Line/Circuit/s, Declared Emergency Service-Affecting Outage or Significant or Catastrophic Service-Affecting Outage – For not providing timely quarter-hour status reporting a credit of one tenth (1/10) months recurring charge for the circuits or services not reported on in a timely manner shall be assessed for each quarter-hour update that the Contractor fails to provide in a timely manner. Failure to timely report for longer than one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the circuit or service not reported on.			X	TWTC does not offer an SLA for status updates. Our notification procedures are as follows: Regarding network outages, TWTC will open a ticket and begin investigating the alarm(s). A notification page is sent within five to ten minutes to the TWTC-affected divisions and the TWTC Operations Center management team. The outage is prioritized and the center will begin to contact customers at that time. It is important to forward all changes in contact information to TWTC so procedures can be followed and all notifications can be achieved. TWTC attempts to proactively contact customers affected by a network outage in about 20 minutes. If the customer calls in prior to receiving the TWTC notification, all pertinent information will be relayed to the customer at that time.
IX.6.5 Chronic Service Outages / Unsatisfactory Performance A credit of one months recurring charge may be applied for a circuit or service meeting the	X			

definition of Chronic Service Outage in section above.				
In any subsequent month in which a circuit or service has an Outage after qualifying as a Chronic Service Outage, a credit of one months total recurring charge for the circuit or service may be assessed for that month, in addition to any other liquidated damages that may be assessable for failure to repair.	X			
When a Chronic Service Outage exists for a circuit or service, the Authorized User may direct the Contractor, at no cost to the State or Authorized User to replace the circuit or service with a new one; and the Contractor shall install the new circuit or service in the most expeditious timeframe for installation of a new circuit/service contained in the contract.	X			
In the event that an Authorized contract user determines that the service provided is unsatisfactory and the contractor is deemed to be in breech of contact and the Authorized user must replace the services with comparable service from another contactor the contractor in breach will be responsible for: providing continued services during the transition period at no additional cost to the Authorized User all transition expenses or additional costs assessed damages	X			
IX.6.6 Critical / Priority / Public Health and Safety Services Failure by the Contractor to respond within the required time to any three (3) Outages in any consecutive three-month period in individual locations or Authorized User that the State has specified to the Contractor as being critical to "the public health and safety," will, in lieu of the liquidated damages set forth above, may result in the assessment of one months credit for the entire service category for such individual location or Authorized User (i.e., ATM, T1, OC-3 etc.). Failure to respond within the required time to any subsequent Outage within six months following the third Outage in a consecutive three-month period may, in lieu of	X			

the liquidated damages set forth above, result in an additional assessment of one months credit for the entire service category for such location or agency.				
IX.6.7 Billing Discrepancies Failure to resolve and correct any conditions resulting in billing discrepancies within 60 calendar days after the Contractor received written notification from the Authorized User may result in liquidated damages, assessed as follows:				
Failure to correct the discrepancies within 60 calendar days after notification - A credit of 150% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	X			
Failure to correct the discrepancies within 120 calendar days after notification - A credit of 200% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).	X			
IX.7 INTERFACING WITH THIRD PARTY CONTRACTORS The Contractors Account Team must work in conjunction with any customer premises equipment (CPE), voice, data or video contractor, utilized by the Authorized User, to resolve technical issues that may arise during Authorized Users use of the Contractors communication services thus eliminating the need for the Authorized User to be a mediator in problem resolution. The Contractors Account Team must speak directly with the other contractor, when requested by the Authorized User as the situation requires, ensuring the resolution of these technical issues by the timeframes detailed in the maintenance requirements of this CONTRACT document. The Contractor is required to attend any contractor meeting arranged by the Authorized User to facilitate the resolution of a technical	X			

problem associated with the performance of the contracted communications network services. Should the contractor (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice (24 hours) to the Authorized User, the Contractor shall be responsible to reimburse any other contractor(s) for the time expended for this missed meeting with the other contractor(s) rate for a two (2) hour labor charge for one (1) assigned staff member.				
IX.8 ESCALATION PROCEDURES DURING SERVICE MAINTENANCE Bidders must provide escalation procedures to address inadequate maintenance service of the contracted network service. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Authorized User upon request. In addition, these procedures must include:				
a list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);	X			
contact telephone, fax, pager, cellular numbers for the personnel listed above;	X			
methods by which escalation is initiated and conducted; and	X			
criteria for escalation at each level				

MANAGED SERVICES – LOT 3
INTERNET ACCESS SERVICES

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement	
On-Net Network % Availability — 100%	X			Time Warner Telecom's Core Backbone network is designed for 100% network availability with no single points of failure. SLA provides for 99.99% availability to State Agency location.
On-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes) that the network is unavailable and adversely affects the contracts eligible		X		Time Warner Telecom is offering the State the following revised schedule of credits associated with On-net and Off-net Network Availability. Per Service Outage — Percentage Credit Up to 5 minutes (99.99% availability) — No Credit

<table>
<tr><td>entity's use of services obtained from bidders.</td><td></td><td></td><td></td><td>
<table>
<tr><td>5 minutes up to 1 hour</td><td>5% of the MRC</td></tr>
<tr><td>1 hour up to 4 hours</td><td>15% of the MRC</td></tr>
<tr><td>4 hours up to 8 hours</td><td>25% of the MRC</td></tr>
<tr><td>8 hours up to 16 hours</td><td>50% of the MRC</td></tr>
<tr><td>16 hours up to 24 hours</td><td>75% of the MRC</td></tr>
<tr><td>24 hours or greater</td><td>100% of the MRC</td></tr>
</table>
Based on a day's credit for each hour the service is interrupted, the revised credit schedule above exceeds the credits called for by the State for all but three time periods.
</td></tr>
<tr><td>Off-Net Network % Availability — 100% readability/availability via connection to bidders tier I(one) Internet Service Provider(s) (ISPs)</td><td>X</td><td></td><td></td><td>Time Warner Telecom's Core Backbone network is designed for 100% network availability with no single points of failure. SLA provides for 99.99% availability to State Agency location.</td></tr>
<tr><td>Off-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity's use of services obtained from bidders.</td><td></td><td>X</td><td></td><td>Time Warner Telecom is offering the State the following revised schedule of credits associated with On-net and Off-net Network Availability.
<table>
<tr><td>Per Service Outage</td><td>Percentage Credit</td></tr>
<tr><td>Up to 5 minutes (99.99% availability)</td><td>No Credit</td></tr>
<tr><td>5 minutes up to 1 hour</td><td>5% of the MRC</td></tr>
<tr><td>1 hour up to 4 hours</td><td>15% of the MRC</td></tr>
<tr><td>4 hours up to 8 hours</td><td>25% of the MRC</td></tr>
<tr><td>8 hours up to 16 hours</td><td>50% of the MRC</td></tr>
<tr><td>16 hours up to 24 hours</td><td>75% of the MRC</td></tr>
<tr><td>24 hours or greater</td><td>100% of the MRC</td></tr>
</table>
Based on a day's credit for each hour the service is interrupted, the revised credit schedule above exceeds the credits called for by the State for all but three time periods.</td></tr>
<tr><td>On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core</td><td></td><td></td><td>X</td><td>Time Warner Telecom measures latency TWTC IP POP to TWTC IP POP, and as such can only provide latency guarantees utilizing those measurements. It is Time Warner Telecom's reading of this requirement that a 30ms roundtrip latency maximum is required from the associated State Agency (Bidder) to the Time Warner Telecom IP POP. Though we feel we consistently exceed this measurement for the geographic areas served, we do not take the measurements required to offer this SLA, and as such cannot provide this guarantee.</td></tr>
<tr><td>On-Net Latency Credits - A</td><td></td><td></td><td>X</td><td>Time Warner Telecom measures latency TWTC IP POP to TWTC IP POP, and as</td></tr>
</table>

<table>
<tr><td>credit of one day's service fee for each full msec over</td><td></td><td></td><td></td><td>such can only provide latency guarantees utilizing those measurements. It is Time Warner Telecom's reading of this requirement that a 30ms roundtrip latency maximum is required from the associated State Agency (Bidder) to the Time Warner Telecom IP POP. Though we feel we consistently exceed this measurement for the geographic areas served, we do not take the measurements required to offer this SLA, and as such cannot provide this guarantee.</td></tr>
<tr><td>Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers</td><td></td><td></td><td>X</td><td>Time Warner Telecom guarantees less that 50ms rounds trip month network wide average.</td></tr>
<tr><td>Off-Net Latency Credits - A credit of one day's service fee for each full msec over</td><td></td><td></td><td>X</td><td>Time Warner Telecom offers the following credits for not meeting this service guarantee.
<table>
<tr><th>48 Contiguous U.S.</th><th>Credits</th></tr>
<tr><td>0.00 to 50.00 ms</td><td>No Credit</td></tr>
<tr><td>50.01 to 60.00 ms</td><td>5% of the MRC</td></tr>
<tr><td>60.01 to 65.00 ms</td><td>10% of the MRC</td></tr>
<tr><td>65.01 to 70.00 ms</td><td>15% of the MRC</td></tr>
<tr><td>70.01 to 75.00 ms</td><td>20% of the MRC</td></tr>
<tr><td>75.01 to 80.00 ms</td><td>35% of the MRC</td></tr>
<tr><td>80.01 ms or greater</td><td>50% of the MRC</td></tr>
</table></td></tr>
<tr><td>On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period</td><td></td><td>X</td><td></td><td>Time Warner Guarantees 99.5% or greater Packet Delivery.</td></tr>
<tr><td>On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over</td><td></td><td>X</td><td></td><td>Time Warner Telecom Exceeds the credits called for by the State for months where the measured packet delivery is up to fourteen full percentage points over that called for by the State.</td></tr>
<tr><td>Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period</td><td></td><td>X</td><td></td><td>Time Warner Guarantees 99.5% or greater Packet Delivery.</td></tr>
<tr><td>Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over</td><td></td><td>X</td><td></td><td>Time Warner Telecom Exceeds the credits called for by the State for months where the measured packet delivery is up to fourteen full percentage points over that called for by the State.</td></tr>
</table>

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Title	:	**Group 77017 – Comprehensive Telecommunications Services (Statewide)** **Classification Code(s): 43, 45, 81, 83**
Award Number	:	**20268**
Contract Period	:	**August 16, 2007 – August 15, 2017**
Bid Opening Date	:	**September 19, 2006**
Date of Issue	:	**October 30, 2007**
Specification Reference	:	**As Incorporated In The RFP 20268**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Peter Chudzinski Phone : 518-474-7955 Fax : 518-486-6867 E-mail : Peter.chudzinski@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The New York State Office of General Services, Procurement Services Group has identified qualified contractors to provide various Comprehensive Telecommunication Services. This contract award identifies the multiple contracts, both statewide and/or by county, to provide Authorized Users the ability to obtain various Telecommunication Services. This Contract Award Notification outlines the terms and conditions, as well as the accepted Telecommunication Services and installation specifications.

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.#
PS63306	at&t 340 Mt. Kemble Ave Morristown, NJ 07962		13-4924710

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

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PROCUREMENT INSTRUCTIONS

NOTE TO AUTHORIZED USERS:

Multiple contracts were awarded as a result of RFP 20268. They reflect various lots and categories within the lots. Authorized Users should contact contractors to determine best pricing and service offering prior to making a purchase.

1. Authorized Users placing an order under this contract are not required to execute any additional agreements.

2. When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use.

3. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes.

4. The authorized user must periodically sample the results of its procurements to determine its compliance.

5. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

6. The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

7. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:
   i. a statement of need and associated requirements,
   ii. a summary of the contract alternatives considered for the purchase,
   iii. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

8. Authorized Users having CPE requirements may obtain or purchase equipment necessary for the provisioning or installation of a service. **NO Individual purchases of equipment not associated to the services offered by the contractor may be made under this contract.**

OFFICE FOR TECHNOLOGY NOTIFICATION REQUIREMENTS

Prior to making a purchase from any contracts awarded as a result of RFP 20268 all Executive branch state agencies, departments, offices, divisions, boards, bureaus, commissions and other entities over which the Governor has executive power and the State University of New York, City University of New York and all public benefit corporations the heads of which are appointed by the Governor ,will be required to notify the Office of the Chief Information Officer by submission of an Intent to Purchase (ITP) to the Office for Technology and receive formal written authorization from OFT prior to ordering service.* There is no minimum dollar requirement for any ITP submitted under this section as is the case with other technology equipment and/or software purchases. See below for a sample ITP form.

OFT Approval Required

LOT 1 - Voice Services

- All service involving OFT Centralized Telecommunications Systems
- Local Exchange Service
- Centrex Service
- VoIP Service

LOT 2 - Connectivity Services

- All Service involving connectivity to the NYeNet
- Private Line Data Service
- Frame Relay Service
- ATM Service
- SONET Service
- Ethernet Service

LOT 3 - Managed Services

- Internet Access Service
- Audio Teleconferencing
- MPLS

OFT Approval Not Required

LOT 1 - Voice Services

- Long Distance Service
- Toll-Free Service
- Calling Card Service
- Directory Assistance

LOT 2 - Connectivity Services

- Switched 56kbps Service
- ISDN Service
- xDSL Service
- Broadband Cable Service
- Fixed Wireless Service **

LOT 3 - Managed Services

- Internet Hosting Service
- Video Conferencing Service
- Interactive Voice Response
- Co-Location
- Student Re-Sale
- Mobile Wireless **

Reference the Office for Technology Policy 96-2A for further clarification and guidance. http://www.oft.state.ny.us/policy/ITP.htm

**Additionally contract users must adhere to NYS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

NYS Agency ITP Form

New York State Office for Technology
INTENT TO PURCHASE TECHNOLOGY NOTIFICATION FORM

Agency: _____ Agency Code: _____

Submission Date: _____ Agency Contact: _____

Phone: _____E-Mail: _____ Fax:_____

Please submit completed form to: oft.sm.cs.itp@oft.state.ny.us
Although electronic submission is preferred, completed forms may be faxed to (518) 474-1196 or mailed to: The Office for Technology; Customer Relations (ITP); Swan St., Core 4, 1st Floor; PO Box 2062; Albany, NY 12220-0062.
(If you have any questions, please contact OFT Customer Relations at the above email address or 518-473-2658.)

- Purpose: Briefly describe the technology related product, service, system, application or project. Include an explanation if this proposal is part of a major new development, major enhancement, complete re-engineering or maintenance of an existing system. Estimate the useful life of this acquisition.

- Reference any related notification form(s) previously submitted to OFT.

- Status of Purchase: Explain where this purchase stands in the procurement cycle at the time of this notification.

- Projected Schedule:

  Purchase or Award Date: _____
  Implementation Date: _____
  Implementation Completion Date: _____

- Functionality: Describe the current condition of the business or program area which is in need of this project or acquisition and the strategy this proposal will support.

- Alternatives: Assess the strengths and weaknesses of each alternative that was examined.

- Cost Summary:

	Cost	Annual Cost
Acquisition		
Hardware		
Software		
Supplies		
Utilities		
Location (leases, etc.)		
Services		
Training		
Maintenance		
Security		
Consultant		
Consultant to Implement		
Consultant for Ongoing Support		
TOTAL	$_____	$_____

- Benefits: Describe how this proposal could benefit other State agencies and/or units of Local Government. Identify both tangible and intangible benefits associated with this proposal. Quantify tangible benefits in terms of direct dollar values. Benefits may be cost avoidance, cash savings, revenue generation or productivity increases. Include any agencies that directly participated /assisted (i.e., interagency steering council or work group) in this procurement and/or are procuring it jointly with your agency. In general, describe the return-on-investment.

- Personal Service Requirements:

FTEs to Implement #_____
FTEs for Annual Support #_____
FTEs if not Implemented #_____

- Proposed Method of Procurement (check one):

Centralized Contract
Agency-Specific Contract
Mini-Bid Project #_____
IFB
Partnering with Another Agency
Emergency
Other State Contract/Agreement
RFP

Please notify OFT about the award when made.

- OFT Standards Addressed (check all that apply):

Part of Buy Plan
Data Dictionary Used
Use on the NYT
Other Agencies Able to Share Contract

SELECTING A SERVICE PROVIDER

There are several factors that an Authorized User should consider when selecting a Telecommunications Service provider. The Authorized User should consider:

- Service Type
- Coverage Area
- Price
- **Service Levels Provided – Reference Attachment 1 for a complete list, by contractor, of services to meet your needs and if a contractor meets, exceeds or does not meet the particular service(s) you are considering. It is recommended that prior to any purchase you compare the services offered and contact various vendors to improve on the service level.**

All of these factors should be considered in selecting an appropriate Contractor.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SERVICE TYPES AVAILABLE

SERVICE LOTS AND CATEGORIES

- Services by Lot(s) or Categories of Services within the Lot(s)
- Statewide
- County or Multiple Counties

Lot 1 – Voice Services

Category

A. Local Exchange Service
B. Long Distance
C. Toll Free
D. Centrex
E. Calling Card
F. Directory Assistance
G. Voice over IP

Lot 2 – Connectivity Services

Category

A. Private Line Data Services
B. Switched 56
C. Integrated Services Digital Network (ISDN)
D. Digital Subscriber Line (DSL)
E. Frame Relay Services
F. ATM
G. SONET
H. Ethernet (MAN/WAN)
I. Cable Based Broadband
J. Fixed Wireless Services

Lot 3 – Managed Services

Category

A. Internet Access Services
B. Internet Services
C. Co-Location Services
D. Multi Protocol Label Switching (MPLS)
E. Mobile Wireless
F. Audio Conferencing
G. Video Conferencing
H. Interactive Voice Response (IVR)
I. Student Resale

COVERAGE AREA

Awards may be Statewide, by County or Multiple Counties. New York State is divided into 62 Counties. The counties to be covered are as follows:

Albany	Herkimer	Richmond
Allegany	Jefferson	Rockland
Bronx	Kings	Saratoga
Broome	Lewis	Schenectady
Cattaraugus	Livingston	Schoharie
Cayuga	Madison	Schuyler
Chautauqua	Monroe	Seneca
Chemung	Montgomery	St. Lawrence
Chenango	Nassau	Steuben
Clinton	New York	Suffolk
Columbia	Niagara	Sullivan
Cortland	Oneida	Tioga
Delaware	Onondaga	Tompkins
Dutchess	Ontario	Ulster
Erie	Orange	Warren
Essex	Orleans	Washington
Franklin	Oswego	Wayne
Fulton	Otsego	Westchester
Genesee	Putnam	Wyoming
Greene	Queens	Yates
Hamilton	Rensselaer	

Group 77017 Award 20268 Comprehensive Telecommunications Services

	LOT 1							LOT 2										LOT 3								
	Local Exchange Service	Long Distance	Toll Free	Centrex	Calling Card	Directory Assistance	Voice over IP (VoIP)	Private Line Data Service	Switched 56	ISDN	xDSL	Frame Relay	ATM	SONET	Ethernet	Cable Based Broadband	Fixed Wireless	Internet Access	Internet Services	Co-Location	MPLS	Mobile Wireless	Audio Conferencing	Video Conferencing	IVR	Student Resale
At&t	S	S	S		S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	S	S

R - Regional (Reference the contractors Regional Awards)

S - Statewide

Contractor Contact Information

at&t Contact Information

Service Delivery

Service Delivery – Switched Voice Services:

Examples of Switched Voice Service Orders:

- Adding a line to an existing location.
  (Include address and name of a telephone number already working at that location on order request.)
- Removing a line(s) at an existing location.
  (Include address and telephone number(s) to be removed on order request.)
- Adding a new location to an existing bill group (same invoice).
  a. Include existing bill group number as well as physical address of new location to be added on order request.
  b. Please also identify all of the telephone number(s) being added as well as which line is the main billing telephone number with Verizon
- Adding a new location that should be billed separately.
  a. In order to ensure Customer Care creates a new bill group to be billed separately, please provide the billing address and the physical address of the new location on order request
  b. Please also identify all of the telephone number(s) being added to the new location as well as which line is the main billing telephone number with Verizon
- Fixing of an account that is inaccurately billing on a Thrifty or 050/051/052/053/054/055/056 account and should be billing on one of your existing other accounts.
  a. Identify the incorrect 050/051/052/053/054/055/056 account on your order request.
  b. Identify what account number the lines should be billing to on your request.
  c. If the lines on the incorrect bill need to be added to an existing bill group, please identify that bill group on your request.

All Switched Voice orders should be placed using the Business Direct (formerly Interactive Advantage) Platform or by calling 1-888-DIAL-NYS, prompt 1.

ALL ORDERS SUBMITTED, SHOULD ALSO BE COPIED IN EMAIL TO YOUR AT&T ACCOUNT TEAM REPRESENTATIVE, EITHER SHEILA GIBSON AT smgibson@ATT.COM OR TARA WEITZ AT tara.weitz@att.com.

Point of Escalation - Switched Voice Orders	Name	E-mail	Office # & Pager #
1st Level Escalation - Order Specialist	Patti Wells	pwells@heoatt.com	888-342-5697, prompt 1 or x 78562
2nd Level Escalation - Coach	CYNTHIA S. KOGER	**ck2171@att.com**	(785) 276-5623
3rd Level Escalation - Service Manager	STEVEN F. ROBERSON	**sr2351@att.com**	(816) 995-2598

Any need to escalate an issue beyond 3rd Level should be brought to the immediate attention of the Service Manager, Karen Jubic at kmjubic@att.com.

Service Delivery – Nodal Voice and AT&T Local Services

Example of a Nodal Voice or AT&T Local Service Order:

- Adding a new T1 or T3 to an existing location or a new location.
- Adding a new Local T1, T3 or POTS line(s) using AT&T as your local exchange carrier vs. Verizon.

Orders for Nodal Voice Service should be placed by sending the information to your account team representative. This should be done by emailing either Sheila Gibson at smgibson@att.com or Tara Weitz at tweitz@att.com.

Point of Escalation - Nodal Voice Orders	Name	E-mail	Office # & Pager #
1st Level Escalation - Order Specialist	Order Specialist assigned to project	TBA	TBA
2nd Level Escalation - Service Manager	Karen Jubic	kmjubic@att.com	518-437-3311
3rd Level Escalation	Tom Healy	thealy@att.com	518-437-3322

Service Delivery –Private Line Data Services

All Private Line orders should placed using the Business Direct (formerly Interactive Advantage) Platform or emailing them directly to attEcare@rdsmail.ims.att.com or by calling 1-866-541-9791, prompt 1

THE ROUTING CODE OF GMS YORD MUST BE INCLUDED ON ALL DATA ORDER REQUESTS SUBMITTED TO attEcare@rdsmail.ims.att.com IN ORDER TO ROUTE TO OUR SYRACUSE CUSTOMER CARE CENTER.

IMPORTANT: IF SUBMITTED VIA EMAIL, SUBJECT LINE – SHOULD INCLUDE ROUTING CODE ONLY!

ALL ORDERS SUBMITTED, SHOULD ALSO BE COPIED IN EMAIL TO YOUR AT&T ACCOUNT TEAM REPRESENTATIVE, EITHER SHEILA GIBSON AT smgibson@.ATT@COM OR TARA WEITZ AT twetz@att.com.

Point of Escalation - Private Line < DS3	Name	E-mail	Office # & Pager #
1st Level Escalation - Order Specialist	Christopher Wise	cjwise@ems.att.com	888-342-5697, prompt 2 ext. 4210.
2nd Level Escalation - Coach	Mary Read	mread@ems.att.com	315-442-3582
3rd Level Escalation - Service Manager	Gerald Smith	jerrysmith@att.com	315 442-3530

Any need to escalate an issue beyond 3rd Level should be brought to the immediate attention of the Service Manager, Karen Jubic at kmjubic@att.com.

Service Delivery – Frame Relay Services

Orders for Frame Relay Services should be placed by sending the information to your account team representative. This should be done by e mailing either Sheila Gibson at smgibson@att.com or Tara Weitz at tweitz@att.com

Point of Escalation - Nodal Voice Orders	Name	E-mail	Office # & Pager #
1st Level Escalation - Order Specialist	Order Specialist assigned to project	TBA	TBA
2nd Level Escalation - Service Manager	Karen Jubic	kmjubic@att.com	518-437-3311
3rd Level Escalation	Tom Healy	thealy@att.com	518-437-3322

Service Delivery – MIS (Managed Internet Services)

Orders for Managed Internet Services should be placed by sending the information to your account team representative for processing. This should be done by e mailing either Sheila Gibson at smgibson@att.com or Tara Weitz at tweitz@att.com.

(If necessary to identify the assigned PTE/NCON, please call: 888-613-6330.)

Point of Escalation - MIS Orders	Name	E-mail	Office # & Pager #
1st Level Escalation - PTE/NCON	Contact Order Specialist assigned to impacted order for escalation.		
2nd Level Escalation - Team Leader	Contact Order Specialist assigned to impacted order for escalation.		
3rd Level Escalation - Escalation Manager	Cliff Kurkowski	ckurkowski@att.com	312-230-6198

Any need to escalate an issue beyond 3rd Level should be brought to the immediate attention of the Service Manager, Karen Jubic at kmjubic@att.com..

A complete listing of escalation contacts and product specific processes are provided in Attachment A. Any need to escalate an issue should be brought to the immediate attention of the Service Manager - Karen Jubic at kmjubic@att.com or 518-437-3311.

AT&T Service Delivery/Ordering and Escalations

Procedures are in place and should be used to intervene when AT&T is projected to or has missed a critical date in the ordering cycle. Escalation is not to be used for improving dates established under AT&T's standard interval guidelines. In some cases, you may expedite an order. An expedited order is a shortened order interval request which requires special handling within the provisioning work center. AT&T "exception/expedite" charges are billed when AT&T accepts your request for an expedited due date.

Service Delivery – Switched Voice & Private Line Services	
Order Entry Preferred Method: Enter Order via Business Direct	
Escalation	
1st Level Escalation	The Order Specialist or CSSS who is assigned to the order you wish to discuss. The OS/CSSS should contact you with the Order Number and other pertinent information shortly after receiving your Service Request.
2nd Level Escalation	The immediate supervisor of the Order Specialist or CSSS who has been assigned to your order.
3rd Level Escalation	The Manager or Escalation Manager who supports the Order Specialist's/CSSS's supervisor.
4th Level Escalation	Contact the Service Manager who will act on your behalf.

Service Delivery – Nodal Voice Services			
Order Entry Preferred Method: Enter Order via Business Direct			
Escalation			
Point of Escalation	**Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation	Order Specialist / Kathey Brandon	katheybrandon@att.com	970-506-4311
2nd Level Escalation	Area Manager / Tanya Fagan	tbaczuk@startek.com	970-506-6140
3rd Level	District Escalation Manager / Marsha Block	**mb3561@att.com**	**(323) 349-9115**
4th Level Escalation	Contact the Service Manager who will act on your behalf.		

Service Delivery – Data Services (less than DS3)			
Order Entry Preferred Method: Enter Order via Business Direct			
Escalation			
Point of Escalation	**Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation	Order Specialist / Christopher Wise	cjwise@ems.att.com	888-342-5697 Prompt 2/ext. 4210.
2nd Level Escalation	Area Manager / Mary Read	mread@ems.att.com	315-442-3582
3rd Level	District Escalation Manager / Gerald Smith	jerrysmith@att.com	315 442-3530
4th Level Escalation	Contact the Service Manager who will act on your behalf.		

Service Delivery – Complex Data Services (DS3, ACCURING, ATM, etc…)			
Order Entry Preferred Method: Requested through the Account Team			
Escalation			
Point of Escalation	**Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation	Order Specialist	TBA	
2nd Level Escalation	Service Manager	kmjubic@att.com	518-437-3311
3rd Level	Area Manager	thealy@att.com	518-437-3322
4th Level Escalation	Contact the Service Manager who will act on your behalf.		

Service Delivery – International Services			
Order Entry Preferred Method: Requested through the Account Team			
Escalation			
Point of Escalation	**Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation	Project Manager	Contact Order Specialist assigned to impacted order for escalation.	
2nd Level Escalation	Service Delivery Manager	Contact Order Specialist assigned to impacted order for escalation.	
3rd Level	Exception Manager		
4th Level Escalation	Contact the Service Manager who will act on your behalf.		

Service Delivery – Local Services			
Order Entry Preferred Method: Requested through the Account Team			
Escalation			
Point of Escalation	**Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation	Complex Order Specialist (COS)	Contact Order Specialist assigned to impacted order for escalation.	
2nd Level Escalation	Regional Service Delivery Manager (RSDM)	Contact Order Specialist assigned to impacted order for escalation.	
3rd Level	District Manager		
4th Level Escalation	Contact the Service Manager who will act on your behalf.		

Service Delivery – MIS			
Order Entry Preferred Method: Requested through the Account Team for ordering (If necessary to identify the assigned PTE/NCON, please call: 888-613-6330).			
Escalation			
Point of Escalation	**Role/Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation	PTE/NCON	Contact Order Specialist assigned to impacted order for escalation.	
2nd Level Escalation	Team Leader	Contact Order Specialist assigned to impacted order for escalation.	
3rd Level	Escalation Manager, Cliff Kurkowski	ckurkowski@att.com	312-230-6198
4th Level Escalation	Contact the Service Manager who will act on your behalf.		

AT&T Maintenance Escalation Processes and Contact Lists

Service Assurance Fault Reporting Numbers

A fault can be entered through AT&T BusinessDirect for many services or through the designated 800 number or, if you are outside of the US through the local Customer Operations Centers. The Service Assurance Fault Reporting Numbers are listed in the table below. If you have any difficulty, please contact your Service Manager.

Service Assurance External Escalation Contacts

When normal processes require extra help or focus, issues should be escalated to the Maintenance Contacts listed below - in accordance with the severity of faults and in keeping with the process of escalation. An issue should be escalated if AT&T provides an unacceptable response or does not provide a response within the assured time frame. Once an escalation has begun, your Service Manager should be informed as well.

Step	Action
1	Report/escalate fault through Business Direct or contact Customer Service Number (see table below)
2	Escalate through the same method used in step one but request a Supervisor **unless a more detailed escalation process is defined below** for the service you are entering a fault on.
3	Escalate through the same method used in step two but request a 3rd level escalation. At this point, notify your Service Manager.

Generically, the escalation process is through the same method used to enter the fault (BusinessDirect or an 800 number). If the fault was entered via BusinessDirect, use BusinessDirect to escalate. If not, the 800 number initially called should be called again. In both cases, the initiator should request a Supervisor from the AT&T Agent who answers the phone. Your Service Manager should be notified if you escalate a fault the 3rd time but you should continue to escalate.

Service Assurance Restoration Targets

SEVERITY LEVEL	SEVERITY DEFINITION
Severity 1	Customer experiences a loss of service that cannot be circumvented. Customer cannot perform business functions. • Any dedicated access location with 5 or more circuits out of service or greater than or equal to 50% of total service - out of service. • Customer cannot call to or from an entire country - multiple numbers fail; problem cannot be duplicated on another carrier. • Switched access location with greater than 50% of total service out of service.
Severity 2	Customer's service is partially interrupted or impaired and cannot be circumvented. • Any account location with less than 5 circuits or less than 50% of total service out of service. • Switched access problems that are continuity related. • Dial-up data/fax quality or connectivity troubles.
Severity 3	Medium impact on customer business and can be circumvented. Large percentage of business functioning normally. • Single incident, no quality problems.
Severity 4	Little or no business impact. • Severity inquiry ticket, request for monitor or planned ticket outage. • Informational requests. • Circuit monitoring requests.
Repeat Fault	A repeat fault is defined as 3 service-affecting faults reported in a sliding 30-day period that begins when the initial fault is reported.

Maintenance Issue Management

For AT&T Voice, Frame and MIS and Pr ivate Line Services, faults m ay be reported electronically using the Business Direct (formerly Interactive Advantage) platform:

When escalating a problem, it is important to provide the following information:

- Customer Name
- Trouble Ticket Number(s)
- Circuit ID
- DLCI (Frame Relay only)
- Caller's Name and Telephone Number
- Location(s)
- Nature of the problem (e.g. out of service; service degraded; etc.)
- Who is currently working the issue, and to whom the problem has already been escalated.

- How long has the service been affected or the trouble ticket been open.
- The action or resolution requested.

General Voice/Data Maintenance Center Contacts

Product/Service	Helpline Numbers
Data- Domestic Data & Frame	888-DIAL-NYS
Voice – Domestic	888-DIAL-NYS
Advanced 800 Features	800-325-5555
Managed Internet Svc.	888-613-6330; Prompts 2; 1
AT&T Local Service	800-829-1011

Advanced Features Service Center - St. Louis, Missouri

Maintenance Escalation Contacts

(Domestic Toll Free, International Toll Free and Route It!)

Escalation Priority Levels
Priority 1: T45 (T3) and above services; All Down Hard
Priority 2: All other requests

Escalation Intervals	Level	Responsibility	Contact
Customer's Request	Customer Service Communications Technician	• Review customer request • Analyze automation progress • Develop action plan for Tier 1 personnel • Escalate to supplier	(800) 325-5555, Prompt 1 then 1
First Escalation Priority 1 – Immediate Priority 2 – 2 Hours	Customer Service Network Manager	• Take action • Escalate to supplier • Monitor ticket through closure • Issue critical outage notifications • Notify Operations Manager of DIE events • Facilitate DIE bridge • Facilitate technical and customer bridge • Engage Operations Manager when appropriate	(800) 325-5555, Prompt 1 then 1

Escalation Intervals	Level	Responsibility	Contact
Second Escalation Priority 1 – 1 Hour Priority 2 – 4 Hours	Customer Service Mtce Operations Manager	• Review ticket status • Ensure customer of progress and involvement. • Escalate to supplier management • Notify LAP management when appropriate • Monitor ticket through closure • Engage Customer Service Mtce Director when appropriate	**Days** Terry Eschmann Phone: (314) 289-2847 Cell: (314) 422-6485 Pager: (314) 855-0929 Fax: (314) 289-4650 E-mail: teschmann@att.com **4:30 PM to 12:30 AM manager (M-F)** Eric Montgomery Phone: (314) 658-1504 Pager: (314) 294-7583 E-mail: ericm@att.com **Midnight to 8 AM manager (M-F)** Kim Kline Phone: (314) 289-1045 Pager: (314) 294-0153 E-mail: kimkline@att.com
Third Escalation Priority 1 – 1-1/2 Hours Priority 2 – 6 Hours	Director	• Review current status of ticket • Provide customer next step action plan • Escalate to supplier management • Monitor ticket through closure • Engage Maintenance VP when appropriate	Michael Armstrong Phone: (314) 658-1344 Pager/Cell: (972) 824-0621 E-mail: ma6626@att.com
Fourth Escalation Priority 1 – 2 Hours Priority 2 – 8 Hours	Critical Issues Manager		Frank Mignone Phone: (732) 392-1431 Pager: (800) 946-4646 PIN: 2580249 E-mail: fmignone@att.com
Fifth Escalation Priority 1 – 3 Hours Priority 2 – 10 Hours	Executive Director	• Obtain current status • Ensure customer of progress involvement • Escalate to supplier management • Monitor ticket through closure • Engage Maintenance Vice President when appropriate	Lindy Harrington Phone: (925) 224-3973 Pager: (800) 946-4646 PIN: 2580025 E-mail: lindyh@att.com
Sixth Escalation Priority 1 – 3 Hours Priority 2 – 10 Hours	Maintenance Vice President	• Escalate to the appropriate level • Notify Vice President	Mike Pucci Phone: (412) 227-7233 Executive Escalation Hotline: (908) 234-3862 Cell: (314) 378-8313 E-mail: pucci@att.com

Advanced Features Service Center - St. Louis, Missouri

Maintenance Escalation Guidelines

This guideline represents the maximum permissible time before escalating to the next level. This does not indicate that all troubles will necessarily be resolved within these time frames.

The contact information on this document will change frequently. Please consult this document before making any escalation to ensure the correct/proper escalations.

NOTE: Time references are Central Time - Greenwich Mean Time minus 6 hours

When escalating a problem, it is important to provide the following information:

• Customer's name
• Caller's name and telephone number
• If overseas dispatch required, the local contact name & number
• Toll-free number (8YY if domestic, 196 FSIT if international)
• Circuit ID (e.g., AREC 123456)
• DLCI number (for frame relay only)
• BMP ticket number(s)
• Location
• Length of time the service has been affected or the trouble ticket has been opened
• Trouble description (e.g., out of service, service degraded, etc.)
• The action or resolution requested

Important

Call the office phone before sending a page or text message to AT&T management. Important information concerning the manager's availability, plus contact information for the appropriate person in charge when the manager is out of the office, will be left on the voice mail's greeting message.

Work Center personnel may choose to escalate the problem more quickly. We reserve the right, however, to not escalate if satisfactory progress is being made.

Standard Maintenance U.S.A. Voice and Data - Dallas, Texas
Maintenance Escalation Contacts

Escalation Priority Levels

- **Priority 1**: T45 (T3) and above services; All Down Hard

Priority 2: All others

Escalation Intervals	Level	Responsibility	Contact
Customer's Request	Customer Service Network Manager	• Review Customer Request • Analyze automation progress. • Develop action plan for Tier I personnel • Escalate to supplier	(866) 305-5164 Have the BMP ticket ready for input IVR Status System Select additional status Prompt 1 for Network Engineer status
First Escalation	Customer Service Network Manager	• Take action. • Escalate to supplier. • Monitor ticket through closure. • Issue critical outage notifications • Engage Lap Management when appropriate • Facilitator of DIE Bridge • Facilitator of technical & customer bridge	(866) 305-5164 Have the BMP ticket ready for input IVR Status System Select additional status Prompt 2 for escalations Prompt 1 to escalate to Network Engineers

		• Engage Operations Manager when appropriate	
Second Escalation	Customer Service Maintenance Manager	• Review status ticket. • Ensure customer of progress and involvement. • Escalate to supplier management. • Engage LAP management when appropriate. • Monitor ticket through closure. • Facilitator DIE bridge. • Facility technical & customer bridge. • Engage Customer Service Mtce Director when appropriate.	(866) 305-5164 Have the BMP ticket ready for input IVR Status System Select additional status Prompt 2 for escalations Prompt 2 to escalate to lead Network Engineer
Third Escalation	Customer Service Maintenance Operations Manager	• Review current status of ticket. • Provide customer next step action plan. • Escalate to supplier management. • Monitor ticket through closure. • Engage Maintenance VP when appropriate.	(866) 305-5164 Have the BMP ticket ready for input IVR Status System Select additional status Prompt 2 for escalations Prompt 3 to escalate to designated Operation Manager
Fourth Escalation	Customer Service Maintenance Director	• Obtain current status. • Ensure customer of progress involvement. • Escalate to supplier management. • Monitor ticket through closure. • Engage Vice President Global Customer Connectivity Mtce when appropriate	(866) 305-5164 Have the BMP ticket ready for input IVR Status System Select additional status Prompt 2 for escalations Prompt 4 to escalate to Doug Ditto
Fifth Escalation	Customer Service Maintenance Vice President	• Escalates to the appropriate level. • Notifies Vice President	(866) 305-5164 Have the BMP ticket ready for input IVR Status System Select additional status

			Prompt 2 for escalations Prompt 5 to escalate to Bob Schilpp
Sixth Escalation	Vice President, Global Customer Connectivity Maintenance	• Escalates to the appropriate level. • Notifies Vice President	(866) 305-5164 Have the BMP ticket ready for input IVR Status System Select additional status Prompt 2 for escalations Prompt 6 to escalate to Courtney Lewis

Maintenance U.S.A. Voice and Data - Dallas, Texas

Maintenance Status & Escalation Guidelines

Please follow the process flow to gain all status or escalations with Standard Maintenance:

1. Call (866) 305-5164
2. Follow the IVR Status System prompts.
3. Please say or enter the BMP trouble ticket (During the months of October, November, and December the 2nd character of the trouble ticket is an alpha character, ex. N for November. Use the number 6 on the keypad for the alpha N.).
4. The IVR system will read back the trouble ticket number it received and ask you if the number is correct.
   a. Say yes or press 1 on the keypad if correct, go to step 5.
   b. Say no or press 2 on the keypad if incorrect.
5. If yes is selected, the IVR system will provide the current trouble ticket status.
6. After the current trouble ticket status is provided the IVR system will ask if you want the status repeated.
   a. Say yes or press 1 on the keypad to have the current status repeated.
   b. Say no or press 2 on the keypad to not have the current status repeated, go to step 7.
7. The IVR system will ask if you need further assistance.
   a. Say yes or press 1 on the keypad to gain further assistance, Network Engineer status or escalations, go to step 8.
   b. Say no or press 2 on the keypad if you are satisfied with the current status, IVR will end the call, Thank you.
8. The IVR system will ask if you would like to update the local contact information.
   a. Say yes or press 1 on the keypad to update the local contact name, contact number, and access hours.
   b. Say no or press 2 on the keypad for more assistance with the trouble ticket, go to step 9.
9. IVR prompts ask if you require a status or escalation.
   a. Select prompt 1 for status and your call is directed to the Network Engineer (NE) team working the trouble ticket.

b. Select prompt 2 for escalations and your call is directed to prompts 1 through 6 level escalations.
   i. Prompt 1 directs you to a NE team for a 1st level escalation
   ii. Prompt 2 directs you to the lead NE for the team assigned to your trouble ticket for a 2nd level escalation.
   iii. Prompt 3 directs you to an Operations Manager assigned to your trouble ticket for a 3rd level escalation.
   iv. Prompt 4 directs you to Doug Ditto, Group Manager assigned to your trouble ticket for a 4th level escalation.
   v. Prompt 5 directs you to Bob Schilpp, Division Manager, for a 5th level escalation.
   vi. Prompt 6 directs you to Courtney Lewis, Vice President, for a 6th level escalation.

If the trouble ticket has been cleared and scheduled to close, you must contest the closure before you can obtain further assistance or escalations. You will need to call in a second time after contesting the closure to gain further assistance or escalations.

Please consider the following information to help facilitate trouble resolution:

1. This guideline represents the maximum permissible time before escalating to the next level. This does not indicate that all troubles will necessarily be resolved within these time frames.
2. The contact information on this document will change frequently. Please consult this document before making any escalation to ensure the correct/proper escalations.
3. Time references are Central Time - Greenwich Mean Time minus 6 hours
4. When escalating a problem, it is important to provide the following information:
   a. Customer's name
   b. Caller's name and telephone number
   c. If overseas dispatch required, the local contact name & number
   d. Circuit ID (e.g. AREC 123456)
   e. DLCI number (for Frame Relay only)
   f. BMP ticket number(s)
   g. Location
   h. Length of time the service has been affected or the trouble ticket has been opened
   i. Trouble description (e.g. out of service, service degraded, etc)
   j. The action or resolution requested

Important

We strongly recommend everyone follow the escalation guidelines and call process to contact the assigned managers and managers that are on duty.

Work Center personnel may choose to escalate the problem more quickly. However, we reserve the right to not escalate if satisfactory progress is being made.

MIS Managed Internet Service Trouble Reporting and Escalation Procedure

TYPE OF SERVICE: MIS, IP.

CONTACT/ACTION: Report trouble to 888 613-6330, prompts 2, 1.

1. Provide the name of your organization
2. Provide the nature of your trouble, Serial Interface IP Address
3. Provide Contact Name and Telephone Number
4. Request a Ticket Number
5. Record the Date and Time of your Report
6. Request Status Interval

If you are not satisfied with what is being done to repair your circuit, given the nature of the trouble, then proceed to the following escalation procedures:

ESCALATION PROCEDURES

Escalation procedures are to be used when the normal intervals have been exceeded or the normal repair process has deteriorated beyond acceptable levels.

The names listed below should be called in sequence. Proceed to the next name on the list when the name you are calling:

a. cannot be reached,

b. cannot give you current status,

c. cannot give you satisfactory status.

MIS Escalation Contacts

Title	Function	Name	Office Number	Cell Phone
Main Trouble Reporting Number		Engineers	888-613-6330 prompt 2	
International Direct Dial Numbers associated main number		Technical Support Lifecycle Support	732-885-2581 732-885-2586	
Supporting Managers-Rotational Responsibility				732-371-4205 and 732-371-1771
Team Leader - 2nd level	MIS Technical Support	Team Leaders	888-613-6330, prompt 2	
General Manager - 3rd level		Chuck Dunleavy cedunleavy@att.com	732-885-7580	732-310-4162
Director - 5th level		Jim Rudolf	813-878-436	813-477-3131

MIS Escalation Contacts (continued)

SEVERITY	TITLE	EXPLANATION	STATUS INTERVAL	ESCALATION INTERVAL	MANAGE-MENT LEVEL
Technical Support LEVEL 0 Ticket	AT&T Network Access Router Outage Catastrophic Failure	It is to be used for problems involving an MIS network failure.	Customers must call in to obtain updated status on major outages*	Immediate Immediate Immediate 2nd Hour	Team Leader ** General Mgr. Division Mgr. Director
Technical Support LEVEL 1 Ticket	Single Site Down / Service Degradation of Multiple Sites	It is to be used for problems where a part of an organization or department is unable to use a MIS Offering or an Application dependent on a MIS Offering.	Pro-actively provided every hour	Immediate Immediate 2nd Hour 4th Hour 6th Hour >24 Hour	Engineer or Specialist Team Leader ** General Mgr. Division Mgr. Director
Technical Support LEVEL 2 Ticket	Service Degradation - Single Site	It is to be used for problems where a part of an organization or department has limited use of a server or system application failure, preventing or inhibiting the MIS Offering from accomplishing the task for which it was designed.	Pro-actively provided every 2 hours	Immediate 2nd Hour 4th Hour 6th Hour 8th Hour >24 hours	Agent Specialist Team Leader ** General Manager Division Mgr. Director
Lifecycle LEVEL 3 Ticket	Life-Cycle Provisioning Informational Release Coverage M-F 8am-8pm EST	It is to be used for problems causing low impact to the business functions and customer(s), or the customer has already been given a workaround or partial solution. Life Cycle Requests: Packet Filtering, etc.	Varies depending on request	MIS/VPN Change Requests Manager Or RM-awmis@ems.att.com	

*Real time network status may be accessed anytime on our website at https://mis-att.bus.att.com/si/mns html or by calling 888-613-6330 prompt #1. Upon review press zero to reach a technical engineer.
Repair times isolated to Local Exchange Company may experience longer durations as dispatches maybe involved.
**Note: For the initial contact with a Manager, please call 888-613-6330; prompt 2, asking to speak with the assigned duty manager.

MIS Escalation Contacts (continued)

RELATED IP SERVICES SUPPORT AND QUICK REFERENCE GUIDE			
	Description	**Coverage**	**Contact Information**
Scheduled Maintenances	For questions regarding notifications of planned work. Scheduled Upgrades and Improvements to our Network	M-F 8am-4pm EST	Scheduled Maintenance Mgr. Or RM-awmis@ems.att.com
RFO/Post Mortem Reason For Outage Document	Explanation of service impairment Response time is 3 business days. (LEC RFO, historical or multiple tickets might take up to 7 business days)	M-F 8am-5pm EST	RFO Team Manager Or RM-TSEscalation@ems.att.com
Billing	Billing Issues or SLA Credit Requests. Response time varies depending on request	M-F 8am-5pm EST	1-800-235-7524 Or RM-ipbillesc@ems.att.com
Business Direct	Customer support website IP Services Usage Reports, DNS administration, scheduled maintenances and impairment postings.		1-800-221-0000 (password resets) https://www.businessdirect.att.com/portal/index.jsp
Public Relations	Media Questions regarding AT&T related services or events		http://www.att.com/contact/media_contacts.html

AT&T LOCAL SERVICE Trouble Reporting and Escalation Procedures

TYPE OF SERVICE: Prime Products when using AT&T as your local exchange provider vs. Verizon.

CONTACT / ACTION: Please dial 800-829-1011 Prompt 1.

Provide the following information:

- Customer Name, BTN and Order Number
- Detailed explanation of the problem
- Specify the criticality of the problem
- State your expectations. Agree on when and how you expect status.
- Obtain the full name and telephone number of the Customer
- Care/Maintenance Center Representative.
- Document all steps taken should escalation become necessary.

Local Customer Maintenance Center (LCMC)
Enterprise Private Line, STP, and HDSL
Maintenance Escalations Guidelines

Main Phone Number – (800) 829-1011
Pager Number – (800) 258-8818

Escalation Intervals	Level	Responsibility	Contact
First Escalation	Supervisor		**Private Line** Anthony Caterina (8 AM—5 PM) Phone: (732) 392-1440 Pin: 2580207 E-mail: cateria@ems.att.com
			STP Phil Defranco (8 AM—4 PM) Phone: (732) 392-1398 Pin: 2580216 E-mail: philipdefranco@ems.att.com
			Grace Basulto UNEP Supervisor Phone: (732) 392-1439 E-mail: basultgm@ems.att.com
			STP Steven Foster (8 AM—5 PM) Phone: (732) 392-1416 Pin: 2580220 E-mail: fosterst@ems.att.com
			PL/STP Tyrone Smith (4 PM—Midnight) Phone: (732) 392-1417 Pin: 2580264 E-mail: smithty@ems.att.com
			All Services Joe Cecala (Midnight – 8 AM) Phone: (732) 392-1280 Pager: (800) 258-8818 Pin : 2580075 E-mail: cecala@ems.att.com
Second Escalation	Manager		**PL & STP** David Mandarino (8 AM—5 PM East Coast) Phone: (732) 392-1437 Pin: 2580243 E-mail: mandarda@ems.att.com
Third Escalation	Executive Resolution Manager, Escalation Manager, or Director		Herb Landry (8 AM—5 PM) Phone: (718) 876-0715 Pin: 2580240 E-mail: hl1262@att.com
			Rich Wexler (4 PM—Midnight ERM) Phone: (732) 392-1397 Pager: (800) 258-8818 E-mail: rwexler@ems.att.com
			Leighton McInnis (4 PM—Midnight) Phone: (732) 392-1410 Pin: 2580247 E-mail: leightonmc@ems.att.com

Escalation Intervals	Level	Responsibility	Contact
			Larry Enea (Midnight—8 AM) Phone: (732) 392-1415 Pin: 2580258 E-mail: lawrence.enea@att.com
			Latricia Glover (8 AM—5 PM) Phone: (623) 932-1507 Pin: 2580143 E-mail: lg8653@att.com
			Diane Kling-Gerardi (8 AM—5 PM) Phone: (718) 987-7635 Pin: 2580232 E-mail: dk1263@att.com
			Donna Panzarella (8 AM—5 PM) Phone: (732) 392-1519 Pin: 2580016 E-mail: dp2174@att.com
			Felix Di Paolo (8 AM—5 PM) Phone: (732) 392-1453 Pin: 2580017 E-mail: fdi@att.com
Fourth Escalation	Critical Issues Director		Frank Mignone Phone: (732) 392-1431 Pin: 2580249 E-mail: fmignone@ems.att.com
Fifth Escalation	Executive Director		Lindy Harrington Phone: (925) 224-3973 E-mail: lindyh@ems.att.com
Sixth Escalation	Maintenance Service Vice President		Mike Pucci Phone: (412) 227-7233 Cell: (314) 378-8313 E-mail: pucci@att.com

How to register for AT&T Business Direct Service

With the AT&T BusinessDirect Portfolio of eServicing capabilities, you can quickly and cost-effectively manage your AT&T relationship around the clock.

The AT&T BusinessDirect Web Portal

AT&T BusinessDirect is our secure, award-winning Web portal that enables you to perform a variety of network and routine supplier-management tasks. AT&T BusinessDirect Map provides point-and-click management of your AT&T inventory and view of network elements.

The tools allow you to review, analyze, and pay your bills, place orders, check current inventory and more. Powerful performance reporting tools allow you to monitor your AT&T services in real time, including AT&T Managed Services, such as Web hosting.

The AT&T BusinessDirect® Portfolio puts you in control

The AT&T BusinessDirect Portfolio is designed to give you greater control of your communications — at any time and from any place. You'll find it an easier, faster and more reliable way to do business with AT&T. Here are the online tools you'll have access to upon registration:

- **Ordering and Status**
  - Place orders quickly and easily and get status reports on their progress.
- **Billing Capabilities**
  - Review, pay or inquire about your bills.
  - View bill summaries and create customized reports.
- **Trouble Reporting**
  - Create trouble tickets and get status reports automatically.
  - Initiate circuit tests.
  - View toll-free number and circuit inventories.
- **Network Performance**
  - Assess the performance of your network to help you make timely and informed decisions.
  - Analyze call detail and trunk traffic records in real time to assist in revenue generation, cost savings, or increasing your customer satisfaction levels.
- **Network Control**
  - Make hands-on routing changes to optimize your toll-free network's performance.
  - Assess and reconfigure dedicated voice trunk facilities on demand.
- **AT&T Managed Internet Service**
  - Manage your AT&T MIS Service, including DNS records and secondary domain names.
- **Training/Reference/Tutorials**
  - Take full advantage of the AT&T BusinessDirect Portfolio and get answers to many of your questions.
  - Access valuable training and reference guides and brochures.

Your Business Direct Manager, Chay Atupem at 617 316-0301 (email: catupem@ems.att.com), AT&T Service Manager (Karen Jubic) at 518-437-3311 (email:kmjubic@att.com) or your AT&T Account Executive Sheila Gibson 518-437-3234 (email:smgibson@att.com) or Tara Weitz at 914 397 5427 (e mail:tweitz@att.com) can register you and create a "Company Profile" that includes the AT&T services to which you currently subscribe. Then when you go online, you'll find that many of the entries for the on-screen data fields and drop-down menus in the AT&T BusinessDirect Portal are pre-populated for you.

Upon registering you, Chay, Karen, Sheila or Tara will also will authorize you or someone you designate to serve as the "Company Administrator" who may issue IDs to new users, deactivate the IDs of departing employees and perform other administrative tasks. Having a company administrator onsite eliminates the need to call AT&T with minor administrative matters.

So contact Chay, Karen, Sheila or Tara today and start taking advantage of AT&T's online self-service capabilities.

Disconnect Procedures

Disconnect "Returns Desk"

Change is inevitable…and in business, it can sometimes become a daily occurrence. Whether it's to move an office location or "right-size" a business unit, these changes may require disconnection of communication services. Whatever the reason, AT&T is ready to assist you with four (4) ways to process your request.

To disconnect any* AT&T service, follow these simple steps.

- Determine which service will not be reused anywhere else (will not be changed to another AT&T service) and needs to be totally disconnected.
- Submit your request in one of the following ways:
  1. Business Direct
  2. Call the AT&T Disconnect Desk at 1-866-888-DISC (3472)
  3. Email the Disconnect Desk at disconnect@rdsmail.ims.att.com
- Prior to submitting your disconnect order, please have the following information at hand (as applicable to the service you are disconnecting):
  a. Company Name
  b. Account Number Listed on Associated Bill
  c. Circuit ID
  d. DLCI
  e. Master Customer Number (MCN)
  f. Billed Account Number (BAN)
  g. Contact Name
  h. E-mail Address
  i. Contact Numbers including Phone, Fax, and possibly Wireless
  j. Best Reach Time
  k. ALL TOTAL DISCONNECT ORDERS, SHOULD ALSO BE COPIED IN EMAIL TO YOUR AT&T ACCOUNT TEAM REPRESENTATIVE, EITHER SHEILA GIBSON AT smgibson@att.com OR TARA WEITZ AT TARA.WEITZ@ATT.COM.

At the time a state agency or municipality places the initial disconnect request, you will receive a tracking number to be used for any future reference to this order. In 2 business days (by close of business), an Order Specialist will contact you to verify and complete your request. The Order Specialist may require additional service specific information and an authorization form, requiring signature, to complete the disconnection order. Apollo will need to review the document, sign and return it to the Order Specialist. Once all required information is returned, the standard disconnect interval will begin, and Concerto will be quoted the date billing will stop.

(Note: If your request includes multiple services, an Order Specialist for each product will contact you to confirm your request. These multiple contacts, where applicable, will assure that an AT&T representative with expertise in each piece of your service will assist you.)

AT&T Billing Contacts and Escalations

Billing Inquires should be submitted via BusinessDirect or by contacting the Customer Care inquiry and/or dispute number available on the top of the your invoice.

Step	Action
1	Submit the billing inquiry and/or dispute through Business Direct when the service you have contracted is supported by Business Direct https://www.businessdirect.att.com/portal/index.jsp (Business Direct Customer Support Line: (800) 221-0000) **or** Call the Customer Care number on your invoice to submit an inquiry and/or dispute
2	Escalate through the same method used in step one
3	Contact the Service Manager (SM) or Billing Specialist (BS), but continue to escalate through the same method used in step one

Billing Inquiries/Disputes

Examples Billing Inquiries/Disputes:

- Removing disaffiliated lines from your account and adjusting charges billed.
- Fixing about misapplied payments.
- Payment investigations.
- To request refund of a credit balance.
- To transfer a credit balance to one of your other accounts.
- Adding an itemized call detail.
- Bill reprints.
- Any specific questions or issues surrounding charges, balances or discounts on your bill

Billing Inquiries for all services other than AT&T Local Services should be submitted using the Business Direct (formerly Interactive Advantage) Platform or emailing them directly to attEcare@rdsmail.ims.att.com or by calling 1-888 342 5697, prompt 2.

(Note: Billing Inquiries for AT&T Local Services (Local lines that are purchased from AT&T directly vs. Verizon) should referred to the billing inquiry number located at the top of the invoice, or to Karen Jubic at kmjubic@att.com)

FOR ALL BILLING INQUIRIES/DISPUTES/ PLEASE INCLUDE A PARAGRAPH DESCRIBING THE NATURE OF THE ISSUE, THE ACCOUNT NUMBER, LINE NUMBER (S) AND ANY OTHER APPLICABLE INFORMATION

THE ROUTING CODE OF GMSYORB MUST BE INCLUDED ON ALL VOICE BILLING INQUIRIES SUBMITTED TO attEcare@rdsmail.ims.att.com IN ORDER TO ROUTE TO OUR SYRACUSE CUSTOMER CARE CENTER.

THE ROUTING CODE OF GMS YORD MUST BE INCLUDED ON ALL DATA BILLING INQUIRIES SUBMITTED TO attEcare@rdsmail.ims.att.com IN ORDER TO ROUTE TO OUR SYRACUSE CUSTOMER CARE CENTER.

IMPORTANT: IF SUBMITTED VI A EMAIL, SUBJECT LINE – SHOULD INCLUDE ROUTING CODE ONLY!

A complete listing of e scalation contacts and product spec ific processes are provided in Attachm ent A. Any need to escalate an issue s hould be brought to the imm ediate attention of the Servic e Manager - Karen Jubic at kmjubic@att.com or 518-437-3311.

Point of Escalation - Voice Billing Inquiries	**Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation - Order Specialist	Christopher Wise	cjwise@att.com	888-342-5697, 2 ext. 4210
2nd Level Escalation - Coach	Mary Read	mread@.att.com	315-442-3582
3rd Level Escalation - Service Manager	Karen Jubic	kmjubic@att.com	518-437-3311
Point of Escalation - Data Billing Inquiries	**Name**	**E-mail**	**Office # & Pager #**
1st Level Escalation - Order Specialist	Christopher Wise	cwise@att.com	866-541-9791 ext. 4210
2nd Level Escalation - Coach	Mary Wade	mread@.att.com	315-442-3582
3rd Level Escalation - Service Manager	Karen Jubic	kmjubic@att.com	518-437-3311

Any need to escalate any billing issue beyond 3rd Level should be brought to the immediate attention of Service Manager Karen Jubic at kmjubic@att.com.

Questions regarding AT&T Billing Edge SNYPAware can be directed to: 1-800-557-2455 Prompt #2

Account Service Information

Service Management Team

NAME	ROLE	Phone Number (P) Cell Number (C)	E-Mail
Karen Jubic	Service Manager	P: 518-437-3311 C: 518-698-4896	kmjubic@att.com
Thomas Healy	Service Director	P: 518-437-3322 C: (518) 894-1237	thealy@att.com
Brian Jump	Vice President	P: 317 488-3156	bj5851@mwmail.att.com

AT&T Sales Team

NAME	ROLE	Phone Number	E-Mail
Sheila Gibson	Senior Sales Executive	518-437-3234	smgibson@att.com
Tara Weitz	Sales Executive	914-397-5427	tweitz@att.com
Laura Edlund	Client Business Manager	518-437-3286	ledlund@att.com
Thom Handabka	Director of Sales	973-326-4870	thandabka@att.com
Mary Livingston	Sales Center Vice President	973-326-4848	melivingston@att.com

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Title	:	**Group 77017 – Comprehensive Telecommunications Services (Statewide)** **Classification Code(s): 43, 45, 81, 83**
Award Number	:	**20268**
Contract Period	:	**August 16, 2007 – August 15, 2017**
Bid Opening Date	:	**September 19, 2006**
Date of Issue	:	**March 5, 2008**
Specification Reference	:	**As Incorporated In The RFP 20268**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Peter Chudzinski Phone : 518-474-7955 Fax : 518-486-6867 E-mail : peter.chudzinski@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The New York State Office of General Services, Procurement Services Group has identified qualified contractors to provide various Comprehensive Telecommunication Services. This contract award identifies the multiple contracts, both statewide and/or by county, to provide Authorized Users the ability to obtain various Telecommunication Services. This Contract Award Notification outlines the terms and conditions, as well as the accepted Telecommunication Services and installation specifications.

PR # 20268

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.#
PS63764	Hudson Valley Datanet 900 Corporate Blvd Newburgh, NY 12550		41-1946422
PS63765	Verizon Business Network Services Inc 11 Wards Lane Menands, NY 12204		13-2745892
PS63766	Verizon Wireless One Verizon Way Basking Ridge, NJ 07920		22-3372889

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

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PROCUREMENT INSTRUCTIONS

NOTE TO AUTHORIZED USERS:

Multiple contracts were awarded as a result of RFP 20268. They reflect various lots and categories within the lots. Authorized Users should contact contractors to determine best pricing and service offering prior to making a purchase.

1. Authorized Users placing an order under this contract are not required to execute any additional agreements.

2. When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use.

3. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes.

4. The authorized user must periodically sample the results of its procurements to determine its compliance.

5. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

6. The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

7. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:
   i. a statement of need and associated requirements,
   ii. a summary of the contract alternatives considered for the purchase,
   iii. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

8. Authorized Users having CPE requirements may obtain or purchase equipment necessary for the provisioning or installation of a service. **NO Individual purchases of equipment not associated to the services offered by the contractor may be made under this contract.**

OFFICE FOR TECHNOLOGY NOTIFICATION REQUIREMENTS

Prior to making a purchase from any contracts awarded as a result of RFP 20268 all Executive branch state agencies, departments, offices, divisions, boards, bureaus, commissions and other entities over which the Governor has executive power and the State University of New York, City University of New York and all public benefit corporations the heads of which are appointed by the Governor ,will be required to notify the Office of the Chief Information Officer by submission of an Intent to Purchase (ITP) to the Office for Technology and receive formal written authorization from OFT prior to ordering service.* There is no minimum dollar requirement for any ITP submitted under this section as is the case with other technology equipment and/or software purchases. See below for a sample ITP form.

OFT Approval Required

LOT 1 - Voice Services

- All service involving OFT Centralized Telecommunications Systems
- Local Exchange Service
- Centrex Service
- VoIP Service

LOT 2 - Connectivity Services

- All Service involving connectivity to the NYeNet
- Private Line Data Service
- Frame Relay Service
- ATM Service
- SONET Service
- Ethernet Service

LOT 3 - Managed Services

- Internet Access Service
- Audio Teleconferencing
- MPLS

OFT Approval Not Required

LOT 1 - Voice Services

- Long Distance Service
- Toll-Free Service
- Calling Card Service
- Directory Assistance

LOT 2 - Connectivity Services

- Switched 56kbps Service
- ISDN Service
- xDSL Service
- Broadband Cable Service
- Fixed Wireless Service **

LOT 3 - Managed Services

- Internet Hosting Service
- Video Conferencing Service
- Interactive Voice Response
- Co-Location
- Student Re-Sale
- Mobile Wireless **

Reference the Office for Technology Policy 96-2A for further clarification and guidance. http://www.oft.state.ny.us/policy/ITP.htm

**Additionally contract users must adhere to NYS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

NYS Agency ITP Form

New York State Office for Technology
INTENT TO PURCHASE TECHNOLOGY NOTIFICATION FORM

Agency: _____ Agency Code: _____

Submission Date: _____ Agency Contact: _____

Phone: _____E-Mail: _____ Fax:_____

Please submit completed form to: oft.sm.cs.itp@oft.state.ny.us
Although electronic submission is preferred, completed forms may be faxed to (518) 474-1196 or mailed to: The Office for Technology; Customer Relations (ITP); Swan St., Core 4, 1st Floor; PO Box 2062; Albany, NY 12220-0062.
(If you have any questions, please contact OFT Customer Relations at the above email address or 518-473-2658.)

- Purpose: Briefly describe the technology related product, service, system, application or project. Include an explanation if this proposal is part of a major new development, major enhancement, complete re-engineering or maintenance of an existing system. Estimate the useful life of this acquisition.

- Reference any related notification form(s) previously submitted to OFT.

- Status of Purchase: Explain where this purchase stands in the procurement cycle at the time of this notification.

- Projected Schedule:

  Purchase or Award Date: _____
  Implementation Date: _____
  Implementation Completion Date: _____

- Functionality: Describe the current condition of the business or program area which is in need of this project or acquisition and the strategy this proposal will support.

- Alternatives: Assess the strengths and weaknesses of each alternative that was examined.

- Cost Summary:

	Cost	Annual Cost
Acquisition		
Hardware		
Software		
Supplies		
Utilities		
Location (leases, etc.)		
Services		
Training		
Maintenance		
Security		
Consultant		
Consultant to Implement		
Consultant for Ongoing Support		
TOTAL	$_____	$_____

- Benefits: Describe how this proposal could benefit other State agencies and/or units of Local Government. Identify both tangible and intangible benefits associated with this proposal. Quantify tangible benefits in terms of direct dollar values. Benefits may be cost avoidance, cash savings, revenue generation or productivity increases. Include any agencies that directly participated /assisted (i.e., interagency steering council or work group) in this procurement and/or are procuring it jointly with your agency. In general, describe the return-on-investment.

- Personal Service Requirements:

FTEs to Implement #_____
FTEs for Annual Support #_____
FTEs if not Implemented #_____

- Proposed Method of Procurement (check one):

Centralized Contract
Agency-Specific Contract
Mini-Bid Project #_____
IFB
Partnering with Another Agency
Emergency
Other State Contract/Agreement
RFP

Please notify OFT about the award when made.

- OFT Standards Addressed (check all that apply):

Part of Buy Plan
Data Dictionary Used
Use on the NYT
Other Agencies Able to Share Contract

SELECTING A SERVICE PROVIDER

There are several factors that an Authorized User should consider when selecting a Telecommunications Service provider. The Authorized User should consider:

- Service Type
- Coverage Area
- Price
- **Service Levels Provided – Reference Attachment 1 for a complete list, by contractor, of services to meet your needs and if a contractor meets, exceeds or does not meet the particular service(s) you are considering. It is recommended that prior to any purchase you compare the services offered and contact various vendors to improve on the service level.**

All of these factors should be considered in selecting an appropriate Contractor.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

GENERAL REQUIREMENT MODIFICATIONS

The following provisions apply

Lot 1, Local Exchange Service Contractors:

1. Local Exchange Service
    a. Disconnection of Services - Contractors must provide all Authorized Users required intercept message and referrals for a minimum of 60 days from the date of disconnection at no cost.
    b. Busy Condition Studies/Reports - Contractors must provide a minimum of one "Busy Study" on an annual basis upon request of the Authorized User at no cost.

Verizon Business

While Verizon strives to bill within 60 days, there may be instances when this may not be possible. The following are some examples of circumstances when we will not be able to meet the 60 day requirement. Other atypical situations may also arise.

New installs: Verizon's billing cycles are such that billing may be delayed an additional billing cycle. An example of this follows: Assume Verizon installs service on the 20th of a particular month and the Authorized User bill date is the 28th. It is unlikely that Verizon will bill for these services by this first bill date beyond install, placing us at 8 days beyond service inception date. Especially in the case of a complex installation, Verizon billing reps typically review customer first bill before release. In the above example, this first bill may not be available for 38 days (8 + 30). Should the rep discover an error, adjustments must be made. In all likelihood, this will place the first bill beyond the next available cycle (38 + 30 days, or 68 days). The next bill will not be issued for an additional 30 days; 98 days after service install.

Complex installations: Such as the construction of networks (SES), the migration of the underlying technology of networks (transitioning from TDM to VOIP), and/or an Individual Case Basis (ICB)

initiative such as delivering SONET with special construction required. In each of the above complex installation examples, billing could be delayed a maximum of 180 days.

Services migrating to this contract: Verizon will work diligently to complete migration and billing as soon as practical. Several factors, including sheer volume of business to be migrated, will impact Verizon's ability to render first bill within 60 days. Verizon will work cooperatively with Authorized Users on transitioning billing to this contract, understanding that timely billing is important.

Insurance requirements for Co-Location Services - Authorized Users contemplating these services are advised to contact Verizon Business (see Orders Contact below) for the most current Insurance requirements.

SERVICE TYPES AVAILABLE

SERVICE LOTS AND CATEGORIES

- Services by Lot(s) or Categories of Services within the Lot(s)
- Statewide
- County or Multiple Counties

Lot 1 – Voice Services

Category

A. Local Exchange Service
B. Long Distance
C. Toll Free
D. Centrex
E. Calling Card
F. Directory Assistance
G. Voice over IP

Lot 2 – Connectivity Services

Category

A. Private Line Data Services
B. Switched 56
C. Integrated Services Digital Network (ISDN)
D. Digital Subscriber Line (DSL)
E. Frame Relay Services
F. ATM
G. SONET
H. Ethernet (MAN/WAN)
I. Cable Based Broadband
J. Fixed Wireless Services

Lot 3 – Managed Services

Category

A. Internet Access Services
B. Internet Services
C. Co-Location Services
D. Multi Protocol Label Switching (MPLS)
E. Mobile Wireless
F. Audio Conferencing
G. Video Conferencing
H. Interactive Voice Response (IVR)
I. Student Resale

COVERAGE AREA

Awards may be Statewide, by County or Multiple Counties. New York State is divided into 62 Counties. The counties to be covered are as follows:

Albany	Herkimer	Richmond
Allegany	Jefferson	Rockland
Bronx	Kings	Saratoga
Broome	Lewis	Schenectady
Cattaraugus	Livingston	Schoharie
Cayuga	Madison	Schuyler
Chautauqua	Monroe	Seneca
Chemung	Montgomery	St. Lawrence
Chenango	Nassau	Steuben
Clinton	New York	Suffolk
Columbia	Niagara	Sullivan
Cortland	Oneida	Tioga
Delaware	Onondaga	Tompkins
Dutchess	Ontario	Ulster
Erie	Orange	Warren
Essex	Orleans	Washington
Franklin	Oswego	Wayne
Fulton	Otsego	Westchester
Genesee	Putnam	Wyoming
Greene	Queens	Yates
Hamilton	Rensselaer	

Group 77017 Award 20268 Comprehensive Telecommunications Services

	LOT 1							LOT 2										LOT 3								
	Local Exchange Service	Long Distance	Toll Free	Centrex	Calling Card	Directory Assistance	Voice over IP (VoIP)	Private Line Data Service	Switched 56	ISDN	xDSL	Frame Relay	ATM	SONET	Ethernet	Cable Based Broadband	Fixed Wireless	Internet Access	Internet Services	Co-Location	MPLS	Mobile Wireless	Audio Conferencing	Video Conferencing	IVR	Student Resale
HV Datanet								R						R	R			R								
Verizon Business	R	S	S	R	S	S	S	S	S	R	S	S	S	S	S	S	S	S	S	S	S		S	S	S	
Verizon Wireless																						S				

R - Regional (Reference the contractors Regional Awards)
S - Statewide

Hudson Valley Datanet Contact Information

Orders

Keith Woodhall
Sr. Account Manager
845-567-6367 x 111
845-567-6377 fax
kwoodhall@datanet.net

Repair / Trouble

DataNet Network Ops Center
On duty technician
845-567-6367 x 122, 123,124
845-601-2445 pager
845-527-0302 mobile

Escalation

Keith Woodhall
Sr. Account Manager
845-567-6367 x 111
845-567-6377 fax
kwoodhall@datanet.net

Verizon Business Contact Information

Orders

George Davis
Staff Manager-CTS
800-420-8118
518-471-2764 Fax
George.W.Davis.III@VerizonBusiness.com

Repair / Trouble

Melissa Jarvis
Group Service Manager
800-420-8118
518-471-2764 Fax
Melissa.Jarvis@VerizonBusiness.com

Escalation

Paul Dunne
Director Customer Service
212-681-5100
518-471-2764 Fax
Paul.Dunne@VerizonBusiness.com

Verizon Wireless Contact Information

Orders

Scott Hartman
Government Account Manager
518-469-7900
877-239-7806 Fax
Scott.Hartman@verizonwireless.com

Repair / Trouble

Scott Hartman
Government Account Manager
518-469-7900
877-239-7806 Fax
Scott.Hartman@verizonwireless.com

Escalation

Scott Hartman
Government Account Manager
518-469-7900
877-239-7806 Fax
Scott.Hartman@verizonwireless.com

NYS DEPARTMENT OF LABOR PREVAILING WAGE RATE SCHEDULES PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

If any portion of work completed is subject to the prevailing wage rate provisions of New York State Labor Law, reference:

http://www.labor.state.ny.us/
(Click on Quick Links which will take you to Prevailing Wage Rates)

Reference PRC Number 2005008541

Public Work Prevailing Wage is the pay rate that is required to be paid to all private workers (non government) on all public work projects. Generally, it applies to the construction, repair or renovation of government facilities (state or local). If you have any questions regarding public work prevailing wage, contact the Bureau of Public Work.

SERVICE DESCRIPTIONS

VOICE SERVICES – LOT 1

LOCAL EXCHANGE SERVICES

- Outbound IntraState/Local
- Outbound IntraLATA/ Regional
- Inbound Toll-Free
- IntraLATA/Regional
- Local IntraState

LONG DISTANCE SERVICES

Long distance calling services offered in the contracts, including but not necessarily limited to: Outbound Intrastate, Outbound Interstate and Outbound International.

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International Calling

TOLL FREE SERVICES

Incoming toll free services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International

CENTRAL OFFICE EXCHANGE SERVICES (CENTREX)

A "central office exchange" CENTREX service or product that is the same as, equivalent to, or better than the Local Exchange Carrier's ("ILEC") Digital Centrex. This includes but is not limited to local Touch-Tone dial tone provided by a carrier out of its central office switching equipment on an individual line basis.

CALLING CARD SERVICES

A card with an authorization code for using telecommunications services when the Authorized User is away from the office.

DIRECTORY ASSISTANCE SERVICES

Directory assistance is a telephone call one can make to find out a specific phone number of a residence or business. Some systems also give the caller an address as well. The person or location must be listed in the local telephone book.

VOICE OVER IP SERVICES (VoIP)

Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. Some VoIP services may only allow you to call other people using the same service, but others may allow you to call anyone who has a telephone number - including local, long distance, mobile, and international numbers. Also, while some VoIP services only work over your computer or a special VoIP phone, other services allow you to use a traditional phone connected to a VoIP adapter.

CONNECTIVITY SERVICES – LOT 2

PRIVATE LINE DATA SERVICES

- 3002 Circuits (Analog) Point-to-Point or Multi-Point
- Digital Data Service(DDS) 2.4 to 64 Kbps Point-to-Point or Multi-Point
- Tl / Fractional T-1Circuits
- T3 / Fractional T-3 Circuits
- OCx Circuits

SWITCHED 56KBPS SERVICES

A dial-up digital service provided by telecommunications companies. A DSU/CSU is used instead of a modem. Switched 56 uses a 64 Kbps channel, but one bit per byte is used for band signaling, leaving 56 Kbps for data.

INTEGRATED SERVICES DIGITAL NETWORK SERVICES (ISDN)

A generic term referring to the integration of communications services transported over digital facilities such as wire pairs, coaxial cables, optical fibers, microwave radio, and satellites. ISDN provides end-to-end digital connectivity between any two (or more) communications devices. Information enters, passes through, and exits the network in a completely digital fashion.

DIGITAL SUBSCRIBER LINE SERVICES (xDSL)

ADSL (Asymmetric Digital Subscriber Line) is the form of DSL that is called "asymmetric" because most of its two-way or duplex bandwidth is devoted to the downstream direction, sending data to the user.

SDSL (Symmetric DSL) is a single twisted-pair line, carrying 1.544 Mbps each direction on a duplex line. It's symmetric because the data rate is the same in both directions.

FRAME RELAY SERVICES

A high-speed packet switching protocol used in wide area networks (WANs). Providing a granular service of up to DS3 speed (45 Mbps).

ASYNCHRONOUS TRANSFER MODE SERVICES (ATM)

Asynchronous Transfer Mode (ATM) is a cell relay, Circuit switching which encodes data traffic into small fixed-sized cells. ATM is a connection-oriented technology, in which a logical connection is established between the two endpoints before the actual data exchange begins.

SONET SYNCHRONOUS OPTICAL NETWORK SERVICES (SONET)

A fiber-optic transmission system for high-speed digital traffic. SONET is an intelligent system that provides advanced network management and a standard optical interface.

ETHERNET SERVICES (MAN/WAN)

Ethernet Transport across a Metropolitan Area Network / Wide Area Network.

CABLE BASED BROADBAND SERVICES

A high-speed, high-capacity transmission medium that carries network communications, which the bandwidth is divided and shared by multiple simultaneous signals (as for voice or data or video) signals. Typically transmitted on a single coaxial or fiber-optic cable. Broadband technology can support a wide range of frequencies.

FIXED WIRELESS SERVICES

Refers to point-to-point transmission through the air between stationary devices. Fixed wireless is typically used for "last mile" connectivity to buildings.

Fixed Wireless Data is a class of technologies used to connect two fixed locations (e.g., buildings) with a radio or other wireless link. Typically, Fixed Wireless Data is part of a Wireless LAN infrastructure. The purpose of a Fixed Wireless Data link is to enable data communications between the two sites or buildings. Fixed Wireless Data links are often an alternative to cables between the buildings.

Fixed Wireless Services is not associated with Wi-Fi, WiMAX or other mobile wireless networking technologies, which are designed for low bandwidth data communications with a PC or other end-user workstation.

MANAGED SERVICES – LOT 3

INTERNET ACCESS SERVICES

Refers to the means by which users connect to the Internet. Internet Access services connectivity and bandwidth options such as but not limited to:
Dial-up, Dedicated, xDSL, Broadband Cable, ISDN, Wireless broadband.

INTERNET SERVICES

Internet Services refers to a broad range of technologies used for web development, web production, design, networking, and e-commerce. The service also covers internet programming, website maintenance, internet architect, and web master.

This RFP is to provide Authorized Users with a large array of Internet services.

Internet services include but not limited to:

- Internet Access Services including email, web, ftp, news groups, and others
- Hosting Services including Web pages, Applications and others
- Host name registration services for host names in non-government domains
- Web site design and management services
- Portal Services
- VPN Services
- Other Internet services and hosting services as determined by OGS.

CO-LOCATION SERVICES

Co-location services provide flexible choices for space and connectivity in a highly controlled, carrier-neutral environment. Co-location facility space is built according to uniform environmental and security standards such as but not limited to:

- Security - Multi-layer security control procedures, biometric access control, and 24 x 7 closed-circuit video and alarm monitoring.
- Power - Uninterruptible redundant AC and DC power solutions meeting all types of Authorized Users needs.
- Cooling - HVAC redundant design with appropriate air distribution.
- Fire Suppression - Smoke detection system above and below raised floor; double-interlock, pre-action, dry-pipe fire suppression.
- Cable Management and Ladder Racking - Providing access to all cabling absent from obstructions.

MULTIPROTOCOL LABEL SWITCHING SERVICES (MPLS)

MultiProtocol Label Switching refers to a data-carrying mechanism which emulates some properties of a circuit-switched network over a packet-switched network. MPLS can provide a unified data-carrying service for both circuit-based clients and packet-switching clients. It can be used to transport various kinds of traffic, including IP packets, ATM, SONET, and Ethernet frames to provide voice, image, data and video services.

MOBILE WIRELESS SERVICE

A mobile wireless that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular telephone lines. Mobile Wireless service and devices that allow for Mobile Wireless voice/data communications such as but not limited to Cellular, PCS, Satellite, etc.

AUDIO CONFERENCING SERVICES

An audio communications session among three or more people who are geographically dispersed. It is provided by a conference function in a PBX or multi-line telephone or by telecommunications companies.

VIDEO CONFERENCING SERVICES

A real-time video session between two or more users or between two or more locations. Videoconferencing may comprise any number of end points.

INTERACTIVE VOICE RESPONSE SERVICES (IVR)

An automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real-time. The caller responds by pressing digits on the telephone or speaking words or short phrases.

STUDENT RESALE SERVICES

Service Type 1 - Partial In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal and the institution is the customer of record. The institution requires that the Call Detail Records (CDR), collected by the institution's equipment, (or as provided by the local operating company in the case of a Centrex system) be used by the Contractor or a third party to process monthly invoices. All calls are to be invoiced based upon Personal Identification Numbers (PINs) at least seven digits in length, which will be assigned by the institution and which will be included on the CDR data for every chargeable call. The Student Resale rate schedule shall be determined by the institution. Collections are performed by the institution. A report will be provided each month with the delivery of the invoices, which reconciles the number of recorded calls with the number of calls invoiced per student invoiced.

Service Type 2 - Total In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal, and the institution is the customer of record. Generally the institution markets the program, provides authorization codes, generates invoices, and performs collections. The Contractor shall provide some marketing assistance.

Service Type 3 - Provider Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal. The institution is the customer of record for the bulk outbound costs. The student is the customer of record for student invoiced calls. The Contractor furnishes network based Personal Identification Numbers (PINs) at least seven digits in length, customized cards, dialing instructions, marketing, call detail collection, invoicing, and collections. The Contractor shall be responsible for all uncollectable and fraud. The Student Resale rate schedule shall be mutually agreed upon by both the Contractor and the school. In the alternative, the service provider can be the customer of record for usage, both local and long distance. A help desk and/or billing inquiry 800 numbers and related staff will be provided. Monthly usage reports will be produced to document and support the commissions paid.

Student Calling Card Program: Using local outbound facilities, such as Direct Outward Dial trunks or Centrex lines, for on-campus students and local residential lines for off-campus students, students will place calls using one of the following:

A pre-paid calling card
A standard calling card

FEES AND SURCHARGES

Prices include all fees, surcharges, or other expenses, including any FCC surcharge(s). No fees, surcharges or adjustments may be charged without the prior approval of the State.

BILLING DISCREPANCIES

Contractors are required to resolve billing discrepancies within 60 days of notification of same by the Authorized User. The thirty-day prompt payment requirement of the State finance law is stopped when the Contractor is notified by the agency about a billing discrepancy. Paging services must be continued under this contract regardless of the account payment status until the agency notifies the Contractor to discontinue service or written notice is served as detailed above.

STATE AGENCIES

Non-payment by State Agencies exceeding 60 days will not automatically result in discontinuance of service. Unresolved issues of this nature must be referred to the OGS Procurement Services Group. Only on receipt of approval from to the OGS Procurement Services Group can service be discontinued for non-payment. Although the OGS Procurement Services Group can assist in the resolution of such problems, the OGS Procurement Services Group is not responsible for payment of a State Agency's service.

NON-STATE AGENCIES

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such non-State Agencies and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

RATES

Reference the Pricing Section of the Contract Award

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Authorized User:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Floor 37
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Title	:	**Group 77017 – Comprehensive Telecommunications Services (Statewide)** **Classification Code(s): 43, 45, 81, 83**
Award Number	:	**20268**
Contract Period	:	**August 16, 2007 – August 15, 2017**
Bid Opening Date	:	**September 19, 2006**
Date of Issue	:	**March 12, 2008**
Specification Reference	:	**As Incorporated In The RFP 20268**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Peter Chudzinski Phone : 518-474-7955 Fax : 518-486-6867 E-mail : peter.chudzinski@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The New York State Office of General Services, Procurement Services Group has identified qualified contractors to provide various Comprehensive Telecommunication Services. This contract award identifies the multiple contracts, both statewide and/or by county, to provide Authorized Users the ability to obtain various Telecommunication Services. This Contract Award Notification outlines the terms and conditions, as well as the accepted Telecommunication Services and installation specifications.

PR # 20268

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT.#
PS63596	Time Warner Cable 1021 Highbridge Rd Rotterdam, NY 12303		84-1496755

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

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PROCUREMENT INSTRUCTIONS

NOTE TO AUTHORIZED USERS:

Multiple contracts were awarded as a result of RFP 20268. They reflect various lots and categories within the lots. Authorized Users should contact contractors to determine best pricing and service offering prior to making a purchase.

1. Authorized Users placing an order under this contract are not required to execute any additional agreements.

2. When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use.

3. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes.

4. The authorized user must periodically sample the results of its procurements to determine its compliance.

5. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

6. The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

7. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:
   i. a statement of need and associated requirements,
   ii. a summary of the contract alternatives considered for the purchase,
   iii. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

8. Authorized Users having CPE requirements may obtain or purchase equipment necessary for the provisioning or installation of a service. **NO Individual purchases of equipment not associated to the services offered by the contractor may be made under this contract.**

OFFICE FOR TECHNOLOGY NOTIFICATION REQUIREMENTS

Prior to making a purchase from any contracts awarded as a result of RFP 20268 all Executive branch state agencies, departments, offices, divisions, boards, bureaus, commissions and other entities over which the Governor has executive power and the State University of New York, City University of New York and all public benefit corporations the heads of which are appointed by the Governor ,will be required to notify the Office of the Chief Information Officer by submission of an Intent to Purchase (ITP) to the Office for Technology and receive formal written authorization from OFT prior to ordering service.* There is no minimum dollar requirement for any ITP submitted under this section as is the case with other technology equipment and/or software purchases. See below for a sample ITP form.

OFT Approval Required

LOT 1 - Voice Services

- All service involving OFT Centralized Telecommunications Systems
- Local Exchange Service
- Centrex Service
- VoIP Service

LOT 2 - Connectivity Services

- All Service involving connectivity to the NYeNet
- Private Line Data Service
- Frame Relay Service
- ATM Service
- SONET Service
- Ethernet Service

LOT 3 - Managed Services

- Internet Access Service
- Audio Teleconferencing
- MPLS

OFT Approval Not Required

LOT 1 - Voice Services

- Long Distance Service
- Toll-Free Service
- Calling Card Service
- Directory Assistance

LOT 2 - Connectivity Services

- Switched 56kbps Service
- ISDN Service
- xDSL Service
- Broadband Cable Service
- Fixed Wireless Service **

LOT 3 - Managed Services

- Internet Hosting Service
- Video Conferencing Service
- Interactive Voice Response
- Co-Location
- Student Re-Sale
- Mobile Wireless **

Reference the Office for Technology Policy 96-2A for further clarification and guidance. http://www.oft.state.ny.us/policy/ITP.htm

**Additionally contract users must adhere to NYS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

NYS Agency ITP Form

New York State Office for Technology
INTENT TO PURCHASE TECHNOLOGY NOTIFICATION FORM

Agency: _____ Agency Code: _____

Submission Date: _____ Agency Contact: _____

Phone: _____E-Mail: _____ Fax:_____

Please submit completed form to: oft.sm.cs.itp@oft.state.ny.us
Although electronic submission is preferred, completed forms may be faxed to (518) 474-1196 or mailed to: The Office for Technology; Customer Relations (ITP); Swan St., Core 4, 1st Floor; PO Box 2062; Albany, NY 12220-0062.
(If you have any questions, please contact OFT Customer Relations at the above email address or 518-473-2658.)

- Purpose: Briefly describe the technology related product, service, system, application or project. Include an explanation if this proposal is part of a major new development, major enhancement, complete re-engineering or maintenance of an existing system. Estimate the useful life of this acquisition.

- Reference any related notification form(s) previously submitted to OFT.

- Status of Purchase: Explain where this purchase stands in the procurement cycle at the time of this notification.

- Projected Schedule:

  Purchase or Award Date: _____
  Implementation Date: _____
  Implementation Completion Date: _____

- Functionality: Describe the current condition of the business or program area which is in need of this project or acquisition and the strategy this proposal will support.

- Alternatives: Assess the strengths and weaknesses of each alternative that was examined.

- Cost Summary:

	Cost	Annual Cost
Acquisition		
Hardware		
Software		
Supplies		
Utilities		
Location (leases, etc.)		
Services		
Training		
Maintenance		
Security		
Consultant		
Consultant to Implement		
Consultant for Ongoing Support		
TOTAL	$_____	$_____

- Benefits: Describe how this proposal could benefit other State agencies and/or units of Local Government. Identify both tangible and intangible benefits associated with this proposal. Quantify tangible benefits in terms of direct dollar values. Benefits may be cost avoidance, cash savings, revenue generation or productivity increases. Include any agencies that directly participated /assisted (i.e., interagency steering council or work group) in this procurement and/or are procuring it jointly with your agency. In general, describe the return-on-investment.

- Personal Service Requirements:

FTEs to Implement #_____
FTEs for Annual Support #_____
FTEs if not Implemented #_____

- Proposed Method of Procurement (check one):

Centralized Contract
Agency-Specific Contract
Mini-Bid Project #_____
IFB
Partnering with Another Agency
Emergency
Other State Contract/Agreement
RFP

Please notify OFT about the award when made.

- OFT Standards Addressed (check all that apply):

Part of Buy Plan
Data Dictionary Used
Use on the NYT
Other Agencies Able to Share Contract

SELECTING A SERVICE PROVIDER

There are several factors that an Authorized User should consider when selecting a Telecommunications Service provider. The Authorized User should consider:

- Service Type
- Coverage Area
- Price
- **Service Levels Provided – Reference Attachment 1 for a complete list, by contractor, of services to meet your needs and if a contractor meets, exceeds or does not meet the particular service(s) you are considering. It is recommended that prior to any purchase you compare the services offered and contact various vendors to improve on the service level.**

All of these factors should be considered in selecting an appropriate Contractor.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

GENERAL REQUIREMENT MODIFICATIONS

The following provisions apply

Lot 1, Local Exchange Service Contractors:

1. Local Exchange Service
    a. Disconnection of Services - Contractors must provide all Authorized Users required intercept message and referrals for a minimum of 60 days from the date of disconnection at no cost.
    b. Busy Condition Studies/Reports - Contractors must provide a minimum of one “Busy Study” on an annual basis upon request of the Authorized User at no cost.

Time Warner Cable

Authorized User is solely responsible for all usage by Authorized User, Authorized User employees and any third party of the Services, including all use of Authorized User's passwords, whether or not authorized. This includes, but is not limited to, responsibility for all charges for the Services provided pursuant to this Agreement as well as for any merchandise or services ordered through the Internet.

Authorized User understands that certain content that may be accessible through the Services may be objectionable, or unsuitable for minors. Authorized User is solely responsible for the content that is viewed by Authorized User employees and will appropriately supervise the usage of the Service by all persons to whom it permits access. Authorized User takes sole responsibility for all determinations regarding access to the Service. No screening software has been included with the Services.

Authorized User shall not, and shall not permit any user of a Service provided hereunder to upload, post or otherwise make available on any service accessible through such Service, any material protected by copyright, trademark or other proprietary right without the express permission of the owner thereof. Contractor may terminate the Service of any Authorized User or Authorized User employee who is a

repeat infringer of this Section, after such Authorized User has been given notice of the previous infringement and fails to cease such infringement, to the extent that this statement does not conflict with Appendix B - General Specifications, paragraph 75 and 78.

Authorized User, in its purchase of the Service, agrees not to resell, redistribute or sublicense a Service or any portion thereof, or access thereto, in any manner without the express written permission of Contractor.

Authorized User's privacy interests, including its ability to limit the disclosure of certain information to third parties, are safeguarded by provisions of the Federal Cable Communications Act (the "Cable Act") and the Electronic Communications Privacy Act. In addition to the foregoing, Contractor may disclose Authorized User's and Authorized User's employees' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers ("ARIN") or any agency performing similar regulated functions. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa). In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Contract, Contractor shall have the right (except where prohibited by law notwithstanding Authorized User's consent), but not the obligation, to disclose any information as necessary to protect its legal rights, to defend itself from claims of civil or criminal liability, or where circumstances suggest that individual or public safety is in peril.

All materials, including, but not limited to, any computer software (in object code and source code form), data or information developed or provided by Contractor, any identifiers or passwords used to access any portion of the Service or otherwise provided by Contractor, and any know-how, methodologies, equipment, or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Contractor to provide the Service to Authorized Users and Authorized User employees shall remain the sole and exclusive property of Contractor or its suppliers, to the extent that this statement does not conflict with Appendix B - General Specifications, paragraph 75 and 78.

The following shall be added at the end of Appendix B - General Specifications, paragraph Section 72:

"THE WARRANTIES SET FORTH IN THIS 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."

Pricing assumes that TWC has existing infrastructure in customer's location to service customer's request, and the service may not be available to all users. *ICB is intended to resolve situations where facilities do not exist (off-net locations), and where construction to extend TWC facilities may be an option to delivering services to the customer location. Construction charges for off-net locations are determined by specific requirements, using cost information supplied annually to the NYS Office of Real Property. In the event that construction is required, and construction charges are a necessity, construction or one-time charges will not exceed $500,000.

SERVICE TYPES AVAILABLE

SERVICE LOTS AND CATEGORIES

- Services by Lot(s) or Categories of Services within the Lot(s)
- Statewide
- County or Multiple Counties

Lot 1 – Voice Services

Category

A. Local Exchange Service
B. Long Distance
C. Toll Free
D. Centrex
E. Calling Card
F. Directory Assistance
G. Voice over IP

Lot 2 – Connectivity Services

Category

A. Private Line Data Services
B. Switched 56
C. Integrated Services Digital Network (ISDN)
D. Digital Subscriber Line (DSL)
E. Frame Relay Services
F. ATM
G. SONET
H. Ethernet (MAN/WAN)
I. Cable Based Broadband
J. Fixed Wireless Services

Lot 3 – Managed Services

Category

A. Internet Access Services
B. Internet Services
C. Co-Location Services
D. Multi Protocol Label Switching (MPLS)
E. Mobile Wireless
F. Audio Conferencing
G. Video Conferencing
H. Interactive Voice Response (IVR)
I. Student Resale

COVERAGE AREA

Awards may be Statewide, by County or Multiple Counties. New York State is divided into 62 Counties. The counties to be covered are as follows:

Albany	Herkimer	Richmond
Allegany	Jefferson	Rockland
Bronx	Kings	Saratoga
Broome	Lewis	Schenectady
Cattaraugus	Livingston	Schoharie
Cayuga	Madison	Schuyler
Chautauqua	Monroe	Seneca
Chemung	Montgomery	St. Lawrence
Chenango	Nassau	Steuben
Clinton	New York	Suffolk
Columbia	Niagara	Sullivan
Cortland	Oneida	Tioga
Delaware	Onondaga	Tompkins
Dutchess	Ontario	Ulster
Erie	Orange	Warren
Essex	Orleans	Washington
Franklin	Oswego	Wayne
Fulton	Otsego	Westchester
Genesee	Putnam	Wyoming
Greene	Queens	Yates
Hamilton	Rensselaer	

Group 77017 Award 20268 Comprehensive Telecommunications Services

	LOT 1							LOT 2										LOT 3								
	Local Exchange Service	Long Distance	Toll Free	Centrex	Calling Card	Directory Assistance	Voice over IP (VoIP)	Private Line Data Service	Switched 56	ISDN	xDSL	Frame Relay	ATM	SONET	Ethernet	Cable Based Broadband	Fixed Wireless	Internet Access	Internet Services	Co-Location	MPLS	Mobile Wireless	Audio Conferencing	Video Conferencing	IVR	Student Resale
Time Warner Cable															R	R		R	R							

R - Regional (Reference the contractors Regional Awards)
S - Statewide

Time Warner Cable Contact Information

Orders

Frank Parisi
Regional Project Coordinator
518 640-8965.
frank.parisi@twcable.com

Repair / Trouble

Sally McKnight
Regional Sales Operations Manager
518-242-8989
Sally.mcknight@twcable.com

Escalation

Kevin Egan
Regional Government Sales
518-640-8625
kevin.egan@twcable.com

NYS DEPARTMENT OF LABOR PREVAILING WAGE RATE SCHEDULES PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

If any portion of work completed is subject to the prevailing wage rate provisions of New York State Labor Law, reference:

http://www.labor.state.ny.us/
(Click on Quick Links which will take you to Prevailing Wage Rates)

Reference PRC Number 2005008541

Public Work Prevailing Wage is the pay rate that is required to be paid to all private workers (non government) on all public work projects. Generally, it applies to the construction, repair or renovation of government facilities (state or local). If you have any questions regarding public work prevailing wage, contact the Bureau of Public Work.

SERVICE DESCRIPTIONS

VOICE SERVICES – LOT 1

LOCAL EXCHANGE SERVICES

- Outbound IntraState/Local
- Outbound IntraLATA/ Regional
- Inbound Toll-Free
- IntraLATA/Regional
- Local IntraState

LONG DISTANCE SERVICES

Long distance calling services offered in the contracts, including but not necessarily limited to: Outbound Intrastate, Outbound Interstate and Outbound International.

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International Calling

TOLL FREE SERVICES

Incoming toll free services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International

CENTRAL OFFICE EXCHANGE SERVICES (CENTREX)

A "central office exchange" CENTREX service or product that is the same as, equivalent to, or better than the Local Exchange Carrier's ("ILEC") Digital Centrex. This includes but is not limited to local Touch-Tone dial tone provided by a carrier out of its central office switching equipment on an individual line basis.

CALLING CARD SERVICES

A card with an authorization code for using telecommunications services when the Authorized User is away from the office.

DIRECTORY ASSISTANCE SERVICES

Directory assistance is a telephone call one can make to find out a specific phone number of a residence or business. Some systems also give the caller an address as well. The person or location must be listed in the local telephone book.

VOICE OVER IP SERVICES (VoIP)

Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. Some VoIP services may only allow you to call other people using the same service, but others may allow you to call anyone who has a telephone number - including local, long distance, mobile, and international numbers. Also, while some VoIP services only work over your computer or a special VoIP phone, other services allow you to use a traditional phone connected to a VoIP adapter.

CONNECTIVITY SERVICES – LOT 2

PRIVATE LINE DATA SERVICES

- 3002 Circuits (Analog) Point-to-Point or Multi-Point
- Digital Data Service(DDS) 2.4 to 64 Kbps Point-to-Point or Multi-Point
- Tl / Fractional T-1Circuits
- T3 / Fractional T-3 Circuits
- OCx Circuits

SWITCHED 56KBPS SERVICES

A dial-up digital service provided by telecommunications companies. A DSU/CSU is used instead of a modem. Switched 56 uses a 64 Kbps channel, but one bit per byte is used for band signaling, leaving 56 Kbps for data.

INTEGRATED SERVICES DIGITAL NETWORK SERVICES (ISDN)

A generic term referring to the integration of communications services transported over digital facilities such as wire pairs, coaxial cables, optical fibers, microwave radio, and satellites. ISDN provides end-to-end digital connectivity between any two (or more) communications devices. Information enters, passes through, and exits the network in a completely digital fashion.

DIGITAL SUBSCRIBER LINE SERVICES (xDSL)

ADSL (Asymmetric Digital Subscriber Line) is the form of DSL that is called "asymmetric" because most of its two-way or duplex bandwidth is devoted to the downstream direction, sending data to the user.

SDSL (Symmetric DSL) is a single twisted-pair line, carrying 1.544 Mbps each direction on a duplex line. It's symmetric because the data rate is the same in both directions.

FRAME RELAY SERVICES

A high-speed packet switching protocol used in wide area networks (WANs). Providing a granular service of up to DS3 speed (45 Mbps).

ASYNCHRONOUS TRANSFER MODE SERVICES (ATM)

Asynchronous Transfer Mode (ATM) is a cell relay, Circuit switching which encodes data traffic into small fixed-sized cells. ATM is a connection-oriented technology, in which a logical connection is established between the two endpoints before the actual data exchange begins.

SONET SYNCHRONOUS OPTICAL NETWORK SERVICES (SONET)

A fiber-optic transmission system for high-speed digital traffic. SONET is an intelligent system that provides advanced network management and a standard optical interface.

ETHERNET SERVICES (MAN/WAN)

Ethernet Transport across a Metropolitan Area Network / Wide Area Network.

CABLE BASED BROADBAND SERVICES

A high-speed, high-capacity transmission medium that carries network communications, which the bandwidth is divided and shared by multiple simultaneous signals (as for voice or data or video) signals. Typically transmitted on a single coaxial or fiber-optic cable. Broadband technology can support a wide range of frequencies.

FIXED WIRELESS SERVICES

Refers to point-to-point transmission through the air between stationary devices. Fixed wireless is typically used for "last mile" connectivity to buildings.

Fixed Wireless Data is a class of technologies used to connect two fixed locations (e.g., buildings) with a radio or other wireless link. Typically, Fixed Wireless Data is part of a Wireless LAN infrastructure. The purpose of a Fixed Wireless Data link is to enable data communications between the two sites or buildings. Fixed Wireless Data links are often an alternative to cables between the buildings.

Fixed Wireless Services is not associated with Wi-Fi, WiMAX or other mobile wireless networking technologies, which are designed for low bandwidth data communications with a PC or other end-user workstation.

MANAGED SERVICES – LOT 3

INTERNET ACCESS SERVICES

Refers to the means by which users connect to the Internet. Internet Access services connectivity and bandwidth options such as but not limited to:
Dial-up, Dedicated, xDSL, Broadband Cable, ISDN, Wireless broadband.

INTERNET SERVICES

Internet Services refers to a broad range of technologies used for web development, web production, design, networking, and e-commerce. The service also covers internet programming, website maintenance, internet architect, and web master.

This RFP is to provide Authorized Users with a large array of Internet services.

Internet services include but not limited to:

- Internet Access Services including email, web, ftp, news groups, and others
- Hosting Services including Web pages, Applications and others
- Host name registration services for host names in non-government domains
- Web site design and management services
- Portal Services
- VPN Services
- Other Internet services and hosting services as determined by OGS.

CO-LOCATION SERVICES

Co-location services provide flexible choices for space and connectivity in a highly controlled, carrier-neutral environment. Co-location facility space is built according to uniform environmental and security standards such as but not limited to:

- Security - Multi-layer security control procedures, biometric access control, and 24 x 7 closed-circuit video and alarm monitoring.
- Power - Uninterruptible redundant AC and DC power solutions meeting all types of Authorized Users needs.
- Cooling - HVAC redundant design with appropriate air distribution.
- Fire Suppression - Smoke detection system above and below raised floor; double-interlock, pre-action, dry-pipe fire suppression.
- Cable Management and Ladder Racking - Providing access to all cabling absent from obstructions.

MULTIPROTOCOL LABEL SWITCHING SERVICES (MPLS)

MultiProtocol Label Switching refers to a data-carrying mechanism which emulates some properties of a circuit-switched network over a packet-switched network. MPLS can provide a unified data-carrying service for both circuit-based clients and packet-switching clients. It can be used to transport various kinds of traffic, including IP packets, ATM, SONET, and Ethernet frames to provide voice, image, data and video services.

MOBILE WIRELESS SERVICE

A mobile wireless that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular telephone lines. Mobile Wireless service and devices that allow for Mobile Wireless voice/data communications such as but not limited to Cellular, PCS, Satellite, etc.

AUDIO CONFERENCING SERVICES

An audio communications session among three or more people who are geographically dispersed. It is provided by a conference function in a PBX or multi-line telephone or by telecommunications companies.

VIDEO CONFERENCING SERVICES

A real-time video session between two or more users or between two or more locations. Videoconferencing may comprise any number of end points.

INTERACTIVE VOICE RESPONSE SERVICES (IVR)

An automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real-time. The caller responds by pressing digits on the telephone or speaking words or short phrases.

STUDENT RESALE SERVICES

Service Type 1 - Partial In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal and the institution is the customer of record. The institution requires that the Call Detail Records (CDR), collected by the institution's equipment, (or as provided by the local operating company in the case of a Centrex system) be used by the Contractor or a third party to process monthly invoices. All calls are to be invoiced based upon Personal Identification Numbers (PINs) at least seven digits in length, which will be assigned by the institution and which will be included on the CDR data for every chargeable call. The Student Resale rate schedule shall be determined by the institution. Collections are performed by the institution. A report will be provided each month with the delivery of the invoices, which reconciles the number of recorded calls with the number of calls invoiced per student invoiced.

Service Type 2 - Total In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal, and the institution is the customer of record. Generally the institution markets the program, provides authorization codes, generates invoices, and performs collections. The Contractor shall provide some marketing assistance.

Service Type 3 - Provider Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal. The institution is the customer of record for the bulk outbound costs. The student is the customer of record for student invoiced calls. The Contractor furnishes network based Personal Identification Numbers (PINs) at least seven digits in length, customized cards, dialing instructions, marketing, call detail collection, invoicing, and collections. The Contractor shall be responsible for all uncollectable and fraud. The Student Resale rate schedule shall be mutually agreed upon by both the Contractor and the school. In the alternative, the service provider can be the customer of record for usage, both local and long distance. A help desk and/or billing inquiry 800 numbers and related staff will be provided. Monthly usage reports will be produced to document and support the commissions paid.

Student Calling Card Program: Using local outbound facilities, such as Direct Outward Dial trunks or Centrex lines, for on-campus students and local residential lines for off-campus students, students will place calls using one of the following:

A pre-paid calling card
A standard calling card

FEES AND SURCHARGES

Prices include all fees, surcharges, or other expenses, including any FCC surcharge(s). No fees, surcharges or adjustments may be charged without the prior approval of the State.

BILLING DISCREPANCIES

Contractors are required to resolve billing discrepancies within 60 days of notification of same by the Authorized User. The thirty-day prompt payment requirement of the State finance law is stopped when the Contractor is notified by the agency about a billing discrepancy. Paging services must be continued under this contract regardless of the account payment status until the agency notifies the Contractor to discontinue service or written notice is served as detailed above.

STATE AGENCIES

Non-payment by State Agencies exceeding 60 days will not automatically result in discontinuance of service. Unresolved issues of this nature must be referred to the OGS Procurement Services Group. Only on receipt of approval from to the OGS Procurement Services Group can service be discontinued for non-payment. Although the OGS Procurement Services Group can assist in the resolution of such problems, the OGS Procurement Services Group is not responsible for payment of a State Agency's service.

NON-STATE AGENCIES

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such non-State Agencies and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

RATES

Reference the Pricing Section of the Contract Award

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Authorized User:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

<u>Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to</u>:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Floor 37
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Title	:	**Group 77017 – Comprehensive Telecommunications Services (Statewide)** **Classification Code(s): 43, 45, 81, 83**
Award Number	:	**20268**
Contract Period	:	**August 16, 2007 – August 15, 2017**
Bid Opening Date	:	**September 19, 2006**
Date of Issue	:	**May 23, 2008**
Specification Reference	:	**As Incorporated In The RFP 20268**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Donna McNeil Phone : 518-474-4579 Fax : 518-486-6867 E-mail : Donna.mcneil@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The New York State Office of General Services, Procurement Services Group has identified qualified contractors to provide various Comprehensive Telecommunication Services. This contract award identifies the multiple contracts, both statewide and/or by county, to provide Authorized Users the ability to obtain various Telecommunication Services. This Contract Award Notification outlines the terms and conditions, as well as the accepted Telecommunication Services and installation specifications.

PR # 20268

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	Approval Date	FED.IDENT.#
PS63855	Cablevision Lightpath 200 Jericho Quad Jericho, NY 11753	5/15/2008	11-3052355
PS63853	Sprint Solutions, Inc 2001 Edmund Halley Dr Reston, VA 20191	5/9/2008	47-0882463

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

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PROCUREMENT INSTRUCTIONS

NOTE TO AUTHORIZED USERS:

Multiple contracts were awarded as a result of RFP 20268. They reflect various lots and categories within the lots. Authorized Users should contact contractors to determine best pricing and service offering prior to making a purchase.

1. Authorized Users placing an order under this contract are not required to execute any additional agreements.

2. When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use.

3. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes.

4. The authorized user must periodically sample the results of its procurements to determine its compliance.

5. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

6. The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

7. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:
   i. a statement of need and associated requirements,
   ii. a summary of the contract alternatives considered for the purchase,
   iii. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

8. Authorized Users having CPE requirements may obtain or purchase equipment necessary for the provisioning or installation of a service. **NO Individual purchases of equipment not associated to the services offered by the contractor may be made under this contract.**

CIO/OFT PLAN TO PURCHASE POLICY

New York State agencies are reminded that they must submit a Notification of Plan to Procure Technology Form (PTP) to the Office For Technology (OFT) for approval prior to purchasing Telecommunications services or equipment. For additional information about the CIO/OFT's PTP process, please visit their website at:
http://www.oft.state.ny.us/Policy/NYS-P08-001.pdf

OFT Approval Required

LOT 1 - Voice Services

- All service involving OFT Centralized Telecommunications Systems
- Local Exchange Service
- Centrex Service
- VoIP Service

LOT 2 - Connectivity Services

- All Service involving connectivity to the NYeNet
- Private Line Data Service
- Frame Relay Service
- ATM Service
- SONET Service
- Ethernet Service

LOT 3 - Managed Services

- Internet Access Service
- Audio Teleconferencing
- MPLS

OFT Approval Not Required

LOT 1 - Voice Services

- Long Distance Service
- Toll-Free Service
- Calling Card Service
- Directory Assistance

LOT 2 - Connectivity Services

- Switched 56kbps Service
- ISDN Service
- xDSL Service
- Broadband Cable Service
- Fixed Wireless Service **

LOT 3 - Managed Services

- Internet Hosting Service
- Video Conferencing Service
- Interactive Voice Response
- Co-Location
- Student Re-Sale
- Mobile Wireless **

**Additionally contract users must adhere to NYS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

SELECTING A SERVICE PROVIDER

There are several factors that an Authorized User should consider when selecting a Telecommunications Service provider. The Authorized User should consider:

- Service Type
- Coverage Area
- Price
- **Service Levels Provided – Reference Attachment 1 for a complete list, by contractor, of services to meet your needs and if a contractor meets, exceeds or does not meet the particular service(s) you are considering. It is recommended that prior to any purchase you compare the services offered and contact various vendors to improve on the service level.**

All of these factors should be considered in selecting an appropriate Contractor.

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GENERAL REQUIREMENT MODIFICATIONS

The following provisions apply

Cablevision

Local Service – Cablevision proposed and OGS accepted a 90 day intercept message at no cost instead of 1 yr at no cost.

CIPA is currently available for our customers. Through our Power To Learn division (http://www.powertolearn.com), we use a third party called BASCOM located in Hauppauge, NY to provide the service to all of our educational clients that request this type of filtering. The service is updated every evening with the most current data. The product is called Frontera (http://www.bascom.com/solutions/frontera/) and is a combination of a hardware device that is rack mountable, to be located at the client site, and remote software service that has the internet filtering in it. The total cost is $100/Month per site (number of users per site is unlimited). Each site must subscribe to this service.

Sprint

Included below are additional Terms and Conditions specific to Sprint Products.

I. IP Voice Connect.

A. Sprint Responsibilities.

1.1 Standard Service Obligations. Sprint will support voice communications among Customer's on-net locations as well as the phone-based and web-based Subscriber and administrative features selected by Customer. For Subscribers purchasing off-net calling options (where available), Sprint will support voice communications between Subscribers and off-net

callers. Sprint will offer Directory Assistance, Call Completion, Operator Assistance, operator assisted Person to Person calling, and basic Directory Listing services.

1.2 Managed Network Services. Sprint will provide Managed Network Services for Customer's SIP (session initialization protocol) proxy devices at no additional cost.

1.3 Service Maintenance. In order to maintain the quality of the Service, Sprint will perform preventative maintenance and software updates to the network.

(a) "Scheduled Maintenance" is performed for functions such as hardware and software upgrades and network optimization. Sprint will perform Scheduled Maintenance at times that are anticipated to minimize disruption of customer service and activity. Sprint will use commercially reasonable efforts to provide advance notice of all Scheduled Maintenance.

(b) "Demand maintenance" may occur as a result of unexpected events and is performed when Service elements are in jeopardy. Sprint will perform Demand Maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.

1.4 Messaging. Sprint will operate and maintain Voice Mail, Unified Messaging, and Web Messaging so that Customer receives a P.001 grade of service for both Basic Voice Mail and Unified Messaging, consistent with the following assumptions.
No more than 12% of Customer's daily voice mail and messaging traffic will occur in the busy hour. Customer will experience average daily telephone user interface connect time of 7 minutes per basic mailbox and 10 minutes per unified messaging mailbox, including message deposit and retrieval. For unified messaging, Customer will average 10 IP-based connect session (web or email) per day. Audio length of each message (incoming and outgoing) is approximately 30 seconds. Average audio storage requirement is expected to be between 2.5 to 3.5 minutes per mailbox (includes time for recorded name, personal greeting and messages).

Overage on Audio Storage would only have an impact on mailboxes that were not accessed on a regular basis by the user. In this case if the user exceeds their storage time future messages may be not be able to be received.

B. CUSTOMER RESPONSIBILITIES.

1.1 Wiring and Cabling. Customer's local area network (LAN) must be compatible with the Service. Customer is solely responsible for all inside wiring, LAN switches or routers, and devices used in connection with the Service.

During an installation of Sprint services it is important to recognize the fact that Sprint's demarcation is before the customer LAN. In fact in almost all cases it will be in front of the customer's switches and routers. Sprint is providing the Wide Area Network (WAN) portion of the network and the customer's wiring and cabling are not impacted by Sprint. When Sprint does provide a WAN to a customer, Sprint will work with each customer and each customer WAN to review all aspects of the application to point out any cabling and wiring issues that Sprint feels deserve attention by the customer.

1.2 Addressing. Customer must supply the MAC addresses of the SIP phones in service. Customer must also supply public IP addresses for each gateway device. If a Customer-managed router is placed in front of the Sprint managed SIP proxy device, Customer must point the SNMP community string of that router to a Sprint-provided IP address to enable Sprint Managed Network Services functionality for the SIP proxy device. Customer-managed routers must enable "quality of service" to prioritize voice traffic throughput.

1.3 Registered Locations. Customer must provide Sprint with a single Registered Location, consisting of a valid, verifiable street address and additional premises information, for each Subscriber device. Customer must update the Registered Location with Sprint whenever Customer changes the physical location of Subscriber devices.

Both Sprint and the Authorized User will work together to determine who would be the most appropriate customer contact for each installation. Once that contact has been identified Sprint and the customer will work together to develop a process that is acceptable to both parties for processing new orders. The customer will be responsible for providing Sprint with valid, verifiable street address and additional premises information, for each location/device.

Examples of a new order flow could be:

Customer contacts their assigned Sprint account manager to place a new order for a wireless device. This could be done via phone, fax or email, depending on the customers needs. Once a valid order is received by the Sprint account manager, the Sprint account manager will process the order internally and provide the customer with the appropriate order information.

Customer contacts Sprint to order a new MPLS service. Customer will provide to their assigned Sprint account manager the valid address, contact, and other required information so that the Sprint account manager can place the MPLS order. Once the order is placed, the Sprint account manager will provide the customer with the appropriate order information.

1.4 Help Desk. Customer must direct all Subscriber support calls to Customer's internal helpdesk or telecom manager for triage. Sprint may refuse support calls from persons other than Customer's designated network administrators.

When working with Authorized Users, Sprint will provide a variety of support mechanisms to the customer. One of those will be a toll free number to Sprint's customer services organizations. Sprint recommends that subscribers contact their internal helpdesk for triage so that the customer has a record of all issues and their resolution. Sprint requires calls to be from the designated network administrator/manager to prevent any unauthorized or fraudulent activity from taking place. Additionally, this allows for better recordkeeping.

C. 911 SERVICE AND LIMITATIONS.

1.1 General Limitation. The Service does not support 911 emergency dialing or other emergency functions in the same manner as traditional wireline services. The Service may not support 911 emergency dialing for all Customer service addresses ("Registered Locations"). Because circumstances vary widely, Customer should carefully evaluate its own circumstances when deciding whether to rely solely upon 911 access through the Service or to make necessary provisions for access to emergency calling services (e.g. maintaining a conventional landline phone as a backup means of completing emergency calls). Sprint is not liable for any service outage or other inability for Subscriber devices to dial 911 or any other emergency number, or to

access an emergency service operator. Sprint will not be responsible for service relating to the failure or outage, including those related to 91 dialing.

1.2 Specific Limitations.

(a) Relocation of End User Devices. If Customer uses a VoIP device in a location other than the Registered Location for that device, 911 calls may not be routed to the appropriate Public Safety Answering Point (PSAP) for the device's current physical location.

(b) Use of "Non-Native" Telephone Numbers. If Customer uses a VoIP device with an assigned telephone number that is not traditionally associated with the rate center of the Registered Location, the PSAP for the Registered Location may not recognize the telephone number for call-back or other informational purposes.

(c) Broadband Connection Failures. VoIP devices will not be able to make calls if Customer loses its connection to the Internet. Due to Internet congestion and network design issues, 911 calls placed through the Service may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than 911 calls placed through traditional telephone networks.

(d) Loss of Electrical Power. The Service will not operate if Customer has lost electric power for the VoIP device or for other Service-enabling equipment. After a power outage, Customer may need to reset or reconfigure enabling equipment or devices before being able to use the Service.

(e) Updating Registered Locations in ALI Databases. If Customer does not correctly identify the physical location of a VoIP device when defining the Registered Location, 911 calls through the Service may not reach the correct PSAP. At initial activation of the Service, and following any update to Registered Locations, there may be some delay before complete and accurate automatic number and location information (ANI/ALI) is passed to the local emergency service operator.

1.3 Registered Locations. Sprint's only mechanism for routing 911 calls to the correct PSAP is the Registered Location of the VoIP device at the time a 911 call is placed. Sprint relies on the Registered Location information when communicating with emergency operators. If the physical location of a VoIP device has not been updated or is not complete, Sprint may attempt to route a 911 call based on earlier Registered Location information or on the Customer's bill-to or ship-to address associated with the account or initial order.

1.4 Off-Net Functionality Limited. Regardless of Customer's selection of calling features for a specific Subscriber, Sprint cannot provide off-net Service functionality to Registered Locations where Sprint cannot connect the Service to the PSAP designated to receive 911 calls for the Registered Location.

PSAP Limitations. The PSAP designated to receive 911 calls for a particular Registered Location through the Service may not have a system configured for Enhanced 911 (E911) services. The PSAP may not be able to capture or retain ANI/ALI or otherwise determine the phone number, Registered Location, or physical location of the VoIP device placing the 911 call.

Warning Labels and Certifications. Customer must notify end users of the Service about the 911 limitations of the Service. Sprint provides Customer with warning labels regarding the

limitations or unavailability of 911 service. Customer will place labels on or near each VoIP device used to access the Service. Customer will acknowledge and complete all advisory notices and certifications received from Sprint regarding 911 service.

II. Frame Relay. Primary Service Components. The primary service components for the Services are as follows:

A. Port. A Port is the physical entrance to the Sprint network. Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.

In those few cases where a Sprint Shared Tenant facility will be used there are no cross-connect charges from Sprint. Cross Connection charges are set by the Facilities Management and not by Sprint. These charges are subject to change. Any cross-connect charges that would be applicable would only come from the facility owner. When such applications for Shared Tenant facilities present themselves, Sprint will work with the Authorized User to make sure all charges are listed in any contract.

Sprint has two Shared Tenant Facilities in New York State. These Facilities are located at:

111 8th Ave. New York, NY 10011
60 Hudson St. New York, NY 10013

Cross connect charges at these locations are dependant on the floor connecting to and the circuit type. The range of cross connect charges are as follows:

Lowest Cross Connect Charge:
Non-recurring Charge - $200
Monthly recurring Charge - $20

Average Cross Connect Charge:
Non-recurring Charge - $308
Monthly recurring Charge - $276

Highest Cross Connect Charge:
Non-recurring Charge - $350
Monthly recurring Charge - $600

B. PVCs/Tunnels. A tunnel acts as the SprintLink Frame Relay's permanent virtual connection ("PVC"), which is the logical connection between two Ports. Sprint may charge Customer a one-time "Incremental Tunnel Charge" for each tunnel that exceeds Sprint's Maximum Tunnel Threshold. Maximum Tunnel Threshold is calculated as follows: (Customer's total number of SprintLink Frame Relay Ports on its SprintLink Frame Relay network minus 1) multiplied by (2).

A "Tunnel" acts as the Frame Relay's Permanent Virtual Connection (PVC), which is the logical connection between two Ports. Customers are eligible for an average of two PVCs per Port. Sprint's Maximum Tunnel Threshold for a Customer is calculated as follows: Customer's Total Number of SprintLink Frame Relay Ports on its SprintLink Frame Relay network multiplied by 2. An Incremental Tunnel Charge will apply for each tunnel that exceeds Sprint's Maximum

Tunnel Threshold. An Incremental PVC NRC of $5,000 will apply for each location that exceeds a ratio of 2:1.

Example: If Customer has 4 SprintLink Frame Relay ports on its network and a total of 10 tunnels connecting those ports, Sprint may charge Customer a one-time installation charge for 2 tunnels ($5,000 X 2).

III. ATM Over Peerless IP Service. The primary service components for the Services are as follows:

A. Port. A Port is the physical entrance to the Sprint network. Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect. In addition, if Customer elects to disconnect Services at a Shared Tenant facility, Customer must first present Sprint proof of cross-connect disconnection with the site vendor.

In those few cases where a Sprint Shared Tenant facility will be used, there are no cross-connect charges from Sprint. Cross Connection charges are set by the Facilities Management and not by Sprint. These charges are subject to change. When an Authorized Customer disconnects a port from a Shared Tenant facility, the Sprint account manager will work closely with the customer to make sure all orders are completed correctly. This includes the order to disconnect the cross-connect, which is required so that Sprint can ensure that the customer's port is being disconnected and the corresponding Sprint services can be disconnected accordingly. Sprint has two Shared Tenant Facilities in New York State. These Facilities are located at:

111 8th Ave. New York, NY 10011
60 Hudson St. New York, NY 10013

Cross connect charges at these locations are dependant on the floor connecting to and the circuit type. The range of cross connect charges are as follows:

Lowest Cross Connect Charge:
Non-recurring Charge - $200
Monthly recurring Charge - $20

Average Cross Connect Charge:
Non-recurring Charge - $308
Monthly recurring Charge - $276

Highest Cross Connect Charge:
Non-recurring Charge - $350
Monthly recurring Charge - $600

B. PVCs/Tunnels. A tunnel acts as the ATM over Peerless IP's permanent virtual connection ("PVC"), which is the logical connection between two Ports. Sprint may charge Customer a one-time "Incremental Tunnel Charge" for each tunnel that exceeds Sprint's Maximum Tunnel Threshold. Maximum Tunnel Threshold is calculated as follows: (Customer's total number of ATM over Peerless IP Ports on its ATM over Peerless IP network minus 1) multiplied by (2).

A "Tunnel" acts as the ATM Permanent Virtual Connection (PVC), which is the logical connection between two Ports. Customers are eligible for an average of two PVCs per Port. Sprint's Maximum

Tunnel Threshold for a Customer is calculated as follows: Customer's Total Number of ATM over Peerless IP Ports on its ATM over Peerless IP network multiplied by 2. An Incremental Tunnel Charge will apply for each tunnel that exceeds Sprint's Maximum Tunnel Threshold. An Incremental PVC NRC of $5,000 will apply for each location that exceeds a ratio of 2:1.

Example: If Customer has 4 ATM over Peerless IP Port on its network and a total of 10 tunnels connecting those ports, Sprint may charge Customer a one-time installation charge for 2 tunnels ($5,000 X 2).

C. SLATM service categories. (i) Variable Bit Rate, Non-Real Time (VBR-nrt) For each VBR-nrt PVC, Customer will select the PVC's PCR to define the maximum rate at which user traffic will be allowed to traverse the Customer's remote end SLATM port, and the PVC's SCR.

(ii) Unspecified Bit Rate (UBR) For UBR PVCs, a specific PCR and SCR are not assigned and cells may be received at the Customer's remote end SLATM port up to the port bandwidth (less ATM overhead) if it is available.

IV. Dedicated Internet Access. The primary service component for the Services is as follows:

A. Port. A Port is the physical entrance to the Sprint network. Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.

In those few cases where a Sprint Shared Tenant facility will be used, there are no cross-connect charges from Sprint. Cross Connection charges are set by the Facilities Management and not by Sprint. These charges are subject to change. When an Authorized User disconnects a port from a Shared Tenant facility, the Sprint account manager will work closely with the customer to make sure all orders are completed correctly. This includes the order to disconnect the cross-connect, which is required so that Sprint can ensure that the customer's port is being disconnected and the corresponding Sprint services can be disconnected accordingly. Sprint has two Shared Tenant Facilities in New York State. These Facilities are located at:

111 8th Ave. New York, NY 10011
60 Hudson St. New York, NY 10013

Cross connect charges at these locations are dependant on the floor connecting to and the circuit type. The range of cross connect charges are as follows:

Lowest Cross Connect Charge:
Non-recurring Charge - $200
Monthly recurring Charge - $20

Average Cross Connect Charge:
Non-recurring Charge - $308
Monthly recurring Charge - $276

Highest Cross Connect Charge:
Non-recurring Charge - $350
Monthly recurring Charge - $600

B. Available Product Features

1.1 Domain Name Service. Domain Name Service ("DNS") is an Internet standard that resolves (converts) textual Internet domain names into their numeric IP address counterparts. Sprint operates and manages name servers that host Customer's domain names and resolve IP address to domain name requests (and vice versa). Upon Customer's request, Sprint will provide Customer free primary DNS for a maximum of 5 second-level domain names and free secondary DNS up to 50 zones. Additional domains may be available at the then current additional charge. DNS is not available to ISPs, and Customer must have at least one Port on the Sprint IP backbone to receive this service.

If additional DNS names are required during the evaluation and ordering processes, then Sprint will work with the Authorized User to determine the additional fees. Sprint charges $5.00 per month per DNS entry. The Sprint account manager will work with the Authorized User and the Sprint customer support team in this area.

1.2 USEnet News. Sprint operates multiple Internet News (also known as USEnet News) servers. Internet News requires Customer to have a dedicated Internet News server to receive the newsfeed. Customer may elect to receive a full or partial Internet News feed from Sprint. Upon Customer's request, Sprint will provide Customer Internet News feed free of charge, with the purchase of a Services Port.

V. Global MPLS.

A. Primary Components. The primary service components for the Services are as follows:

1.1 Port(s). A Port is the physical entrance to the Sprint network. Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.

In those few cases where a Sprint Shared Tenant facility will be used, there are no cross-connect charges from Sprint. Cross Connection charges are set by the Facilities Management and not by Sprint. These charges are subject to change. When an Authorized User disconnects a port from a Shared Tenant facility, the Sprint account manager will work closely with the customer to make sure all orders are completed correctly. This includes the order to disconnect the cross-connect, which is required so that Sprint can ensure that the customer's port is being disconnected and the corresponding Sprint services can be disconnected accordingly. Sprint has two Shared Tenant Facilities in New York State. These Facilities are located at:

111 8th Ave. New York, NY 10011
60 Hudson St. New York, NY 10013

Cross connect charges at these locations are dependant on the floor connecting to and the circuit type. The range of cross connect charges are as follows:

Lowest Cross Connect Charge:
Non-recurring Charge - $200

Monthly recurring Charge - $20

Average Cross Connect Charge:
Non-recurring Charge - $308
Monthly recurring Charge - $276

Highest Cross Connect Charge:
Non-recurring Charge - $350
Monthly recurring Charge - $600

1.2 Digital Signature Client Software. This software is used to encrypt email communication between Customer and Sprint regarding service requests. Sprint will provide Customer digital certificates and digital signature client software licenses for 2 Customer points of contact at no charge. If Customer requires more than 2 software licenses, Customer may purchase additional licenses from Sprint at Sprint's then-current list rate. If Customer purchases Sprint Managed Network Services, Customer will receive 2 additional licenses at no charge.
Additional licenses are $500.00 installation with no (zero) monthly fee. The Sprint Account Manager will work with the Authorized User and the Sprint customer support team in this area.

B. MPLS over Digital Subscriber Line ("DSL"). Customer sites may qualify for alternate access via MPLS DSL. This eliminates the need for a MPLS Port and access at the qualifying site. MPLS DSL sites may communicate freely with other MPLS DSL and MPLS locations. Customer must have at least one MPLS Port in its network.

C. Value-added Services. Sprint provides Value-added Services ("VAS") that Customer may opt to purchase as part of its Global MPLS VPN solution. VAS have both a monthly charge and an NRC. For monthly charges, Sprint offers both fixed rate and variable (usage-based) VAS pricing. For usage-based VAS pricing, the monthly charge will vary based on the aggregate bandwidth Customer utilizes each month. Customer must select either fixed rate or usage-based pricing for its entire network. The following VAS are Network-based:

Value-added services are very detailed and require a significant amount of customer input for Sprint to be able to make an offering to the Authorized Customer. During the information gathering process the Sprint account manager and technical team will work closely with the customer to understand the customer needs. Part of the evaluation process is designed to determine which pricing option, fixed or usage based, is best for the client. Sprint has provided the base pricing in Appendix C.

1.1 Secure Internet Access ("SIA") with Network-based Firewall. Regional VAS gateways provide secure access from the Services to the Internet. Each site in Customer's Global MPLS VPN will receive Internet access secured by a stateful inspection firewall located within Sprint's network.

1.2 Remote Access Service ("RAS"). RAS allows Customer's employees or users to obtain remote access to the Services through the use of a VPN client. This client is installed on an employee's or user's laptop and builds an IPSec tunnel back to a VAS gateway to enable employees or users to run corporate applications while away from the office.

1.3 Virtual System (VSYS). A VSYS is a subdivision of the main system that appears to the user to be a stand-alone entity. An additional VSYS will be required when the default number of VSYS provisioned for the customer is not sufficient.

1.4 Zone. A zone is a segment of network space to which security measures are applied. Additional zones could be required to make the network security design more granular without deploying multiple security appliances.

1.5 Policy. A policy provides a protection mechanism for the firewall allowing traffic to be passed on source/destination zone, source/destination IP address, ports and protocols. A policy, also known as a rule, or set of policies will be required in case of a complex customer firewall for which the default number of policies is not sufficient.

D. Customer Responsibilities.

1.1 Multicast VPN. If Customer requests Multicast VPN, the following are Customer's responsibilities:

(a) Customer must run its own rendezvous points (depending on the protocol it is using) and servers. Sprint does not provide (or have) rendezvous points for Multicast VPNs. The Sprint network is essentially invisible to Customer.

(b) Customer must provide its own Multicast addresses. Sprint makes no restrictions on addresses, but Multicast is limited to the Class D range (224.0.0.0 - 239.255.255.255).

(c) Except for verifying that Multicast traffic is coming in on one router and exiting on the other side, Customer must manage Multicast. In other words, Sprint will verify that Multicast traffic is coming from Customer and that Sprint is sending Multicast to Customer on the other side. Sprint will not be able to access Customer's Multicast transmissions and will not be able to verify that the transmissions are successfully working.

1.2 IPSec Half Tunnels. If Customer elects to manage the CPE-based IP VPN device, the following are Customer's responsibilities:

(a) Customer must coordinate communication between Sprint and any third parties involved in managing Customer's network or with the partner who is using the Half Tunnel connection.

(b) Customer must participate and support the service delivery objectives in the provisioning of the Half Tunnels and any associated transport orders.

(c) Customer must monitor Customer-managed IP VPN devices.

(d) Customer is responsible for repairing any issues or outages with Customer-managed devices.

VI. Additional Required Components. The following additional required components are required if the

Customer has any of the following: IP Voice Connect, ATM Over Peerless IP Service, Frame Relay, Dedicated Internet Access, Global MPLS Services.

A. Dedicated Local Access. Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities.

B. Customer Premise Equipment ("CPE"). CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:

C. Channel Service Unit/ Digital Service Unit ("CSU/DSU"). Access services may require a single CSU/DSU, multiple CSU/DSUs, or an internal router card with CSU/DSU functionality, depending on the access bandwidth and desired configuration. Customer-provided CSU/DSUs must be Sprint-certified to be used with the Services.

D. Router. Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. If Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.

VII. Mobile Wireless Services.

A. ORDERING AND PROVISIONING

1.1 Ordering. Customer may order Sprint Wireless Products and Services by (a) delivering a written or electronic Order to Sprint, (b) calling Sprint's toll-free telesales phone number followed by written confirmation, or (c) contacting Customer's Sprint Account Representative followed by written confirmation. Only persons authorized by Customer will issue Orders for Government-Liable Active Units under this Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer, (2) delivering any of the Sprint Wireless Products or Services ordered, (3) informing Customer of the commencement of performance, or (4) returning an acknowledgment of the Order.

B. WIRELESS SERVICE OPTIONS

1.1 Push-To-Talk Voice Services. "Push-to-talk Services" refers generally to both Sprint PCS Ready Link on the Nationwide Sprint PCS Network and Local Walkie-Talkie, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, and TalkgroupSM on the Nextel National Network. Push-to-talk Services require push-to-talk enabled phones on both the originating and receiving ends of the call. Push-to-talk calls may not work simultaneously with a voice call or with all types of Wireless Data transmissions from the same push-to-talk phone.

1.2 Walkie-Talkie. "Walkie-Talkie Calling" means calls made from one Walkie-Talkie enabled Active Unit on the Nextel National Network to another Walkie-Talkie enabled Active Unit on the same network. Walkie-Talkie enabled wireless devices support Local Walkie-Talkie. Select Walkie-Talkie enabled devices support Nationwide, International, and Group Walkie-Talkie, and TalkgroupSM calls. The number of Walkie-Talkie minutes included and the applicable overage rates vary by Business Plan. Walkie-Talkie options are available as an add-on for an additional charge, if not already included in Customer's Business Plan. To use any of the Walkie-Talkie or TalkgroupSM features, Customer must have a Business Plan that supports Local Walkie-Talkie minutes. Nationwide, International and Group Walkie-Talkie and

TalkgroupSM minutes of use are deducted from Local Walkie-Talkie minutes when included in Customer's Business Plan unless Customer's Business Plan includes no Local Walkie-Talkie minutes or unlimited Local Walkie-Talkie minutes. For current Local Walkie-Talkie calling areas or international coverage areas.

1.3 Voice Command. The Voice Command option, which allows users to dial calls using verbal commands, is not available while roaming off the Nationwide Sprint PCS Network. Calls to 911 or similar emergency numbers cannot be placed through Voice Command, but Customer may still call 911 through manual dialing. Airtime and applicable long distance charges begin when the TALK or similar key is pressed.

1.4 Roadside Rescue. The Roadside Rescue option for Sprint PCS Services requires Customer to be with a vehicle and have its Sprint PCS phone at the time of service. Customer is limited to four (4) calls per program year (starts when service is added to Customer's account). Customer must allow approximately 72 hours to provision service. This option covers light passenger cars and trucks, but excludes RVs, motorcycles, boats, trailers, limousines, taxis and commercial or heavy-duty vehicles. This is not a reimbursement service and is not valid when operating a vehicle off-road. Services are provided by AAA, AAA clubs, CAA clubs and, in California, the National Automobile Club. Sprint is not a motor club.

1.5 Insurance. Customer may purchase insurance to protect against loss, theft, or damage involving Customer's Wireless Products. Coverage may not be available for all Products and may involve a per claim deductible. Enhanced warranty coverage is available on some Products. Insurance is provided by third party insurers and not by Sprint. If Customer selects coverage, Sprint will charge Customer a monthly premium per covered Product. and Sprint will remit the premiums to the third party insurer on Customer's behalf. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.

To protect customers' wireless assets, Sprint offers several options for replacement and repair of Sprint PCS or iDEN phones, smart devices or Connection Cards through Sprint's Total Equipment Protection program. Total Equipment Protection covers the device active on the Sprint account at the time of the incident. Below, are the details explaining the protection programs.

Total Equipment Protection

Total Equipment Protection is the best value in equipment protection from Sprint. Total Equipment Protection combines the protection offered in the Equipment Replacement Program and the Equipment Service and Repair Program.

Total Equipment Protection provides insurance coverage for your active Sprint devices from loss, theft, physical or liquid damage, plus provides service contract repair or replacement for mechanical or electrical problems, normal wear and tear and routine maintenance. Customers are allowed 3 Equipment Replacement Program insurance replacements in any 12-month period, with a $ 50 non-refundable deductible for each approved request. Repairs or replacement under the Equipment Service and Repair Program are at no additional charge. Replacement of equipment will be of the same or a comparable model. Replacement equipment may be reconditioned.

Total Equipment Protection volume discount pricing (per line per month):

- 1-50 lines of service = $7
- 51-999 lines of service = $6
- 1000+ lines of service = $5

Either of the two programs included in Total Equipment Protection are available separately:

- **Equipment Service & Repair Program**
  The Equipment Service and Repair Program covers the service and repair or replacement of your Sprint or Nextel device for mechanical or electrical problems, normal wear and tear and routine maintenance. A $4 monthly recurring charge applies per line of service. The malfunctioning device must be turned in at the time of replacement.

  Equipment Service & Repair Program volume discount pricing (per line per month):
  - 1-50 lines of service = $4
  - 51-999 lines of service = $3
  - 1000+ lines of service = $2

- **Equipment Replacement Program**
  The Equipment Replacement Program, underwritten by Continental Casualty Company, covers the replacement of your Sprint or Nextel device in the event of loss, theft, physical or liquid damage. A $4 monthly recurring charge applies per line of service. (No volume discount pricing is available on Equipment Replacement Program due to insurance regulations.) Subscribers are allowed 3 replacements under this program in any 12 month period. A $50 non-refundable deductible applies for each approved replacement.

Equipment Service & Repair Program Overview

Service and Repair Centers, conveniently located all over the U.S., sponsor the program, for equipment repairs. The following table describes a variety of service and repair options, and their related costs (if the Equipment Service & Repair Program Insurance or Total Equipment Protection is not in force on the faulty device/card).

Per Incident Service & Repair Options	Turnaround Time	Pricing	
Walk-in Service – Level 1 ♦ Software customization ♦ Antenna replacement ♦ Device unlock/reset ♦ Cleaning	While you wait Not all phones are eligible.	$15 per phone, per Incident	No charge for customers enrolled in **Total Equipment Protection** or **Equipment Service & Repair Program**.
Walk-in Service – Level 2 ♦ SIM card replacement ♦ Speaker replacement ♦ Microphone replacement ♦ Button or keypad replacement ♦ Vibe motor replacement ♦ Exchange due to level 2 issues		$35 per phone, per Incident	
Walk-in Service – Level 3 ♦ Hinge assembly		$55 per phone, per	

replacement ♦ Housing replacement ♦ Camera replacement ♦ Flip replacement ♦ LCD/touch screen replacement ♦ Wireless data card replacement ♦ Exchange due to level 3 issues		Incident	
Advanced Exchange ♦ Replacement of phones that are not eligible for "while you wait" service	1 to 2 business days	$35 - $55 per phone, per Incident Depends on Walk-in Service Level	

Repaired or replaced equipment is covered from hardware or software failure for 30 days. Customers will receive a repaired or replaced unit at no charge if the equipment exhibits software or hardware failure within 30 days from time of original repair. The Service Center determines whether the equipment is repaired or replaced. The customer must return to the original repair location for this policy to apply.

Door-to-Door Express

THIS SERVICE IS ONLY OFFERED ON MOTOROLA HANDSETS

For active accounts under this Agreement, and as requested by New York customers, Sprint will provide Door-to-Door Express Service, whereby Sprint makes arrangements to allow any active Corporate End User with defective Equipment purchased under this Agreement to receive a replacement 'like' phone within 2-3 business days at no charge (restrictions below apply). Phones are picked up by FedEx or similar carrier at the home or place of business of the Corporate End User, replaced, and returned by FedEx or similar carrier to the Corporate End User's designated location.

(a) Program Details

New York authorized representative contacts Customer Care to initiate the process.

- Door-to-Door Express Service returns phone to the customer in 2-3 business days (excluding weekends and holidays). Some repairs may require additional processing time. Time begins from actual phone pick up by FedEx or other carrier. Calls must be placed by 2:00 PM Eastern time.
  - The Corporate End User must pack the phone for shipment; FedEx or other carrier will pick the unit up from the designated Corporate End User location

(b) Cost:

In Manufacturer Warranty: No charge for repair; $20 handling fee per unit applies

Out of Manufacturer Warranty: Charges of $55 per phone, per incident apply

- This needs to be verified
- TEP/ESRP: No charge for customers enrolled

(c) Equipment covered:

- All Motorola handsets sold under this Agreement
- Mobiles and Base Stations are not covered

(d) Exclusions:

Mobiles, Base Stations, and Lingo models

- Physically damaged phones (van dalism, fire, lightning, liquids, and damage resulting from customer abuse or misuse, or acts of nature)
- Phones that do not "power up" or otherwise cannot be turned on (The Door-to-Door program relies on a data transfer process that cannot be performed with an i noperable unit, New York cust omer should contact their Account Representative for assistance)

1.6 Mobile Broadband/EVDO. "Mobile Broadband" means wireless high-speed data solutions and Services provided over the Sprint Power Vision Network (using CDMA technology) in certain coverage areas of 219 metropolitan areas. To use this option, Customers must have an EV-DO compatible wireless device and subscribe to a Mobile Broadband data plan. Access to the Sprint Power Vision Network requires installation of the Sprint Connection Manager software or Mac OS update for Macintosh. Mobile Broadband rates may vary depending on the coverage area. Coverage is not available in all areas.

Sprint Mobile Broadband services pricing consists of a non-recurring charge for the device and a monthly charge for the service. Monthly recu rring service charges were included in Appendix C.

C. WIRELESS DATA SERVICES. Wireless Data Services include applications such as email, data, information and other wireless Internet services (the "Applications"). Certain Applications offered by Sprint or authorized third parties may be compatible with Sprint Wireless Products and Sprint Wireless Services.

1.1 Compatibility of Third Party Products or Applications. Sprint does not guarantee compatibility of third party Products or Applications with any Sprint Wireless Products or Services. Compatibility or notice from Sprint of compatibility should not be construed as an endorsement of a third party Product or Application or a commitment by Sprint that the Product or Application will continue to be compatible with Sprint Products or Services. Unless otherwise stated in this Agreement, Sprint may, in its sole discretion, disable or discontinue any third party Product or Application for any reason at any time. Use of Wireless Data Services is subject to any storage, memory or other Product limitation.

1.2 Use of Wireless Data Services. Sprint Wireless Data Services may be used only with mobile clients for Internet/intranet access and Internet email via a standard HTML browser. Wireless Data Services may also be used with software for proxy applications, for dispatch applications, for POP3 email access, and for other uses specifically approved by Sprint. Sprint reserves the right to limit or suspend any heavy, continuous data usage that is adversely impacting Sprint's network performance or hindering access to Sprint's network. For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Wireless network speeds (including, but not limited to data delivery and latency rates) are estimates based on averages. Actual performance may vary and no minimum speed is guaranteed. Customer may not receive

incoming voice calls or Push-to-talk Services (including Sprint Business Connection) while using Sprint Wireless Data Services. Customer acknowledges that use of certain Sprint Wireless Data Services, including some messaging services, can result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages.

Sprint Nextel does not disclose such information, but the clarification above merely informs OGS that use of Sprint Nextel services may result in disclosure of certain Authorized User information to a third party through use of the services (such as accessing a third-party website) over which Sprint Nextel has no control.

D. SERVICE USAGE POLICIES

1.1 Telephone Numbers And Portability. Sprint may change the telephone numbers assigned to each Government-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements, and area code changes. Customers do not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's Wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to retain its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on a Sprint Network, Customer must provide information about the account with the other carrier (account name, account number, address, and social security number or tax identification number) and purchase Sprint Wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint Wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may return any Sprint Wireless Products within the return period to receive a credit, and Customer will lose or repay Sprint for any discounts or service credits provided with a returned Sprint Wireless Product or cancelled Service. If Customer transfers a number to another carrier before the end of any minimum term commitment No early termination fees will apply.

1.2 Lost or Stolen Wireless Product Policy. If Customer's Sprint Wireless Product is lost or stolen, Customer must promptly notify Sprint Customer Service to deactivate the Product. Customer is responsible for all service charges associated with the Sprint Wireless Product before Customer notifies Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the Sprint Wireless Product is later found, Sprint may require Customer to exchange the Sprint Wireless Product for another Sprint Wireless Product before reactivating Sprint Wireless Service and, in such cases, Sprint will provide a replacement Sprint Wireless Product of similar quality at Sprint's expense.

1.3 SERVICE LIMITATIONS

(a) TTY Access. TTY-capable Sprint Wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY device should not be relied on for 911 Calls.

(b) Pay-Per-Call Services. Sprint will not complete calls from any Sprint Wireless Product to 900, 976 and similar numbers for pay-per-call services.

(c) International Call Blocking. International calling capability will be blocked if not expressly requested by Customer for a Government-Liable Active Unit.

(d) Caller ID. Caller identification information may not be available for all incoming calls.

(e) Product Compatibility. Sprint Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Affiliate networks or in connection with roaming agreements. Currently, Sprint PCS Products relying on CDMA technology do not operate on the Nextel National Network, which uses iDEN technology, and Nextel Products using iDEN technology do not currently operate on the Nationwide Sprint PCS Network.

(f) 911 Or Other Emergency Calls. For 911 calls, an emergency responder's ability to locate Customer through Sprint Wireless Products and Services may be affected by various factors, including but not limited to the type of Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. Enhanced 911 ("E911") service that is compatible with the FCC technical requirements is not available in all areas. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.

(g) Geographic Information Services. If Customer downloads or accesses geographic information services through Sprint Products and Services, Customer agrees that Sprint or a third party application service provider may access, use, and disclose as necessary the geographic location of Customer's Product(s).

Customer Premise Equipment Requirements

Sprint Customer Premise Equipment (CPE) directly connected to the Sprint network must be Sprint certified to operate on the Sprint network. Sprint maintains standards based service and in most instances will be compatible to generally available CPE.
Final determination of approved equipment outside of that listed will be reviewed upon time of subscription to Sprint provided service.

The list of Sprint Certified CPE is very large. Sprint maintains an internal website that allows a Sprint Engineer to search for Sprint Certified CPE using several parameters, such as Vendor, Platform, Part Number, etc. Sprint will be glad to verify the certification status of any CPE which Authorized Users request.

Disputed amounts will be payable within 30 days upon mutual resolution of such dispute between New York State authorized users and Sprint.

SERVICE TYPES AVAILABLE

SERVICE LOTS AND CATEGORIES

- Services by Lot(s) or Categories of Services within the Lot(s)
- Statewide
- County or Multiple Counties

Lot 1 – Voice Services

Category

A. Local Exchange Service
B. Long Distance
C. Toll Free
D. Centrex
E. Calling Card
F. Directory Assistance
G. Voice over IP

Lot 2 – Connectivity Services

Category

A. Private Line Data Services
B. Switched 56
C. Integrated Services Digital Network (ISDN)
D. Digital Subscriber Line (DSL)
E. Frame Relay Services
F. ATM
G. SONET
H. Ethernet (MAN/WAN)
I. Cable Based Broadband
J. Fixed Wireless Services

Lot 3 – Managed Services

Category

A. Internet Access Services
B. Internet Services
C. Co-Location Services
D. Multi Protocol Label Switching (MPLS)
E. Mobile Wireless
F. Audio Conferencing
G. Video Conferencing
H. Interactive Voice Response (IVR)
I. Student Resale

COVERAGE AREA

Awards may be Statewide, by County or Multiple Counties. New York State is divided into 62 Counties. The counties to be covered are as follows:

Albany	Herkimer	Richmond
Allegany	Jefferson	Rockland
Bronx	Kings	Saratoga
Broome	Lewis	Schenectady
Cattaraugus	Livingston	Schoharie
Cayuga	Madison	Schuyler
Chautauqua	Monroe	Seneca
Chemung	Montgomery	St. Lawrence
Chenango	Nassau	Steuben
Clinton	New York	Suffolk
Columbia	Niagara	Sullivan
Cortland	Oneida	Tioga
Delaware	Onondaga	Tompkins
Dutchess	Ontario	Ulster
Erie	Orange	Warren
Essex	Orleans	Washington
Franklin	Oswego	Wayne
Fulton	Otsego	Westchester
Genesee	Putnam	Wyoming
Greene	Queens	Yates
Hamilton	Rensselaer	

Group 77017 Award 20268 Comprehensive Telecommunications Services

	LOT 1							LOT 2										LOT 3								
	Local Exchange Service	Long Distance	Toll Free	Centrex	Calling Card	Directory Assistance	Voice over IP (VoIP)	Private Line Data Service	Switched 56	ISDN	xDSL	Frame Relay	ATM	SONET	Ethernet	Cable Based Broadband	Fixed Wireless	Internet Access	Internet Services	Co-Location	MPLS	Mobile Wireless	Audio Conferencing	Video Conferencing	IVR	Student Resale
CableVision Lightpath	R	R	R			R				R					R			R								
Sprint		S	S		S	S	S	S	S	S	S	S	S					S			S	S				

R - Regional (Reference the contractors Regional Awards)
S - Statewide

Cablevision Lightpath Information

Orders

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Account Manager

516-803-5732

516-803-5662 Fax

ncasale1@optimumlightpath.com

Repair / Trouble

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Director, NMC Services

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Escalation

Joe Torraca

VP, LI Enterprise Team

516-803-5658

516-803-5662 Fax

jtorraca@optimumlightpath.com

Sprint Information

Sales/Repair/Troubles/Escalation – Regional Information

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Email: Rexford.Gile@sprint.com

NYS DEPARTMENT OF LABOR PREVAILING WAGE RATE SCHEDULES PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

If any portion of work com pleted is subject to the prevailing wage rate provisions of New York State Labor Law, reference:

http://www.labor.state.ny.us/
(Click on Quick Links which will take you to Prevailing Wage Rates)

Reference PRC Number 2005008541

Public Work Prevailing Wage is the pay rate that is required to be paid to all private workers (non government) on all public work projects. Generally, it applies to the construction, repair or renovation of government facilities (state or local). If you have any questions regarding public work prevailing wage, contact the Bureau of Public Work.

SERVICE DESCRIPTIONS

VOICE SERVICES – LOT 1

LOCAL EXCHANGE SERVICES

- Outbound IntraState/Local
- Outbound IntraLATA/ Regional
- Inbound Toll-Free
- IntraLATA/Regional
- Local IntraState

LONG DISTANCE SERVICES

Long distance calling services offered in the contracts, including but not necessarily limited to: Outbound Intrastate, Outbound Interstate and Outbound International.

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International Calling

TOLL FREE SERVICES

Incoming toll free services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International

CENTRAL OFFICE EXCHANGE SERVICES (CENTREX)

A "central office exchange" CENTREX service or product that is the same as, equivalent to, or better than the Local Exchange Carrier's ("ILEC") Digital Centrex. This includes but is not limited to local Touch-Tone dial tone provided by a carrier out of its central office switching equipment on an individual line basis.

CALLING CARD SERVICES

A card with an authorization code for using telecommunications services when the Authorized User is away from the office.

DIRECTORY ASSISTANCE SERVICES

Directory assistance is a telephone call one can make to find out a specific phone number of a residence or business. Some systems also give the caller an address as well. The person or location must be listed in the local telephone book.

VOICE OVER IP SERVICES (VoIP)

Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. Some VoIP services may only allow you to call other people using the same service, but others may allow you to call anyone who has a telephone number - including local, long distance, mobile, and international numbers. Also, while some VoIP services only work over your computer or a special VoIP phone, other services allow you to use a traditional phone connected to a VoIP adapter.

CONNECTIVITY SERVICES – LOT 2

PRIVATE LINE DATA SERVICES

- 3002 Circuits (Analog) Point-to-Point or Multi-Point
- Digital Data Service(DDS) 2.4 to 64 Kbps Point-to-Point or Multi-Point
- Tl / Fractional T-1Circuits
- T3 / Fractional T-3 Circuits
- OCx Circuits

SWITCHED 56KBPS SERVICES

A dial-up digital service provided by telecommunications companies. A DSU/CSU is used instead of a modem. Switched 56 uses a 64 Kbps channel, but one bit per byte is used for band signaling, leaving 56 Kbps for data.

INTEGRATED SERVICES DIGITAL NETWORK SERVICES (ISDN)

A generic term referring to the integration of communications services transported over digital facilities such as wire pairs, coaxial cables, optical fibers, microwave radio, and satellites. ISDN provides end-to-end digital connectivity between any two (or more) communications devices. Information enters, passes through, and exits the network in a completely digital fashion.

DIGITAL SUBSCRIBER LINE SERVICES (xDSL)

ADSL (Asymmetric Digital Subscriber Line) is the form of DSL that is called "asymmetric" because most of its two-way or duplex bandwidth is devoted to the downstream direction, sending data to the user.

SDSL (Symmetric DSL) is a single twisted-pair line, carrying 1.544 Mbps each direction on a duplex line. It's symmetric because the data rate is the same in both directions.

FRAME RELAY SERVICES

A high-speed packet switching protocol used in wide area networks (WANs). Providing a granular service of up to DS3 speed (45 Mbps).

ASYNCHRONOUS TRANSFER MODE SERVICES (ATM)

Asynchronous Transfer Mode (ATM) is a cell relay, Circuit switching which encodes data traffic into small fixed-sized cells. ATM is a connection-oriented technology, in which a logical connection is established between the two endpoints before the actual data exchange begins.

SONET SYNCHRONOUS OPTICAL NETWORK SERVICES (SONET)

A fiber-optic transmission system for high-speed digital traffic. SONET is an intelligent system that provides advanced network management and a standard optical interface.

ETHERNET SERVICES (MAN/WAN)

Ethernet Transport across a Metropolitan Area Network / Wide Area Network.

CABLE BASED BROADBAND SERVICES

A high-speed, high-capacity transmission medium that carries network communications, which the bandwidth is divided and shared by multiple simultaneous signals (as for voice or data or video) signals. Typically transmitted on a single coaxial or fiber-optic cable. Broadband technology can support a wide range of frequencies.

FIXED WIRELESS SERVICES

Refers to point-to-point transmission through the air between stationary devices. Fixed wireless is typically used for "last mile" connectivity to buildings.

Fixed Wireless Data is a class of technologies used to connect two fixed locations (e.g., buildings) with a radio or other wireless link. Typically, Fixed Wireless Data is part of a Wireless LAN infrastructure. The purpose of a Fixed Wireless Data link is to enable data communications between the two sites or buildings. Fixed Wireless Data links are often an alternative to cables between the buildings.

Fixed Wireless Services is not associated with Wi-Fi, WiMAX or other mobile wireless networking technologies, which are designed for low bandwidth data communications with a PC or other end-user workstation.

MANAGED SERVICES – LOT 3

INTERNET ACCESS SERVICES

Refers to the means by which users connect to the Internet. Internet Access services connectivity and bandwidth options such as but not limited to:
Dial-up, Dedicated, xDSL, Broadband Cable, ISDN, Wireless broadband.

INTERNET SERVICES

Internet Services refers to a broad range of technologies used for web development, web production, design, networking, and e-commerce. The service also covers internet programming, website maintenance, internet architect, and web master.

This RFP is to provide Authorized Users with a large array of Internet services.

Internet services include but not limited to:

- Internet Access Services including email, web, ftp, news groups, and others
- Hosting Services including Web pages, Applications and others
- Host name registration services for host names in non-government domains
- Web site design and management services
- Portal Services
- VPN Services
- Other Internet services and hosting services as determined by OGS.

CO-LOCATION SERVICES

Co-location services provide flexible choices for space and connectivity in a highly controlled, carrier-neutral environment. Co-location facility space is built according to uniform environmental and security standards such as but not limited to:

- Security - Multi-layer security control procedures, biometric access control, and 24 x 7 closed-circuit video and alarm monitoring.
- Power - Uninterruptible redundant AC and DC power solutions meeting all types of Authorized Users needs.
- Cooling - HVAC redundant design with appropriate air distribution.
- Fire Suppression - Smoke detection system above and below raised floor; double-interlock, pre-action, dry-pipe fire suppression.
- Cable Management and Ladder Racking - Providing access to all cabling absent from obstructions.

MULTIPROTOCOL LABEL SWITCHING SERVICES (MPLS)

MultiProtocol Label Switching refers to a data-carrying mechanism which emulates some properties of a circuit-switched network over a packet-switched network. MPLS can provide a unified data-carrying service for both circuit-based clients and packet-switching clients. It can be used to transport various kinds of traffic, including IP packets, ATM, SONET, and Ethernet frames to provide voice, image, data and video services.

MOBILE WIRELESS SERVICE

A mobile wireless that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular telephone lines. Mobile Wireless service and devices that allow for Mobile Wireless voice/data communications such as but not limited to Cellular, PCS, Satellite, etc.

AUDIO CONFERENCING SERVICES

An audio communications session among three or more people who are geographically dispersed. It is provided by a conference function in a PBX or multi-line telephone or by telecommunications companies.

VIDEO CONFERENCING SERVICES

A real-time video session between two or more users or between two or more locations. Videoconferencing may comprise any number of end points.

INTERACTIVE VOICE RESPONSE SERVICES (IVR)

An automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real-time. The caller responds by pressing digits on the telephone or speaking words or short phrases.

STUDENT RESALE SERVICES

Service Type 1 - Partial In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal and the institution is the customer of record. The institution requires that the Call Detail Records (CDR), collected by the institution's equipment, (or as provided by the local operating company in the case of a Centrex system) be used by the Contractor or a third party to process monthly invoices. All calls are to be invoiced based upon Personal Identification Numbers (PINs) at least seven digits in length, which will be assigned by the institution and which will be included on the CDR data for every chargeable call. The Student Resale rate schedule shall be determined by the institution. Collections are performed by the institution. A report will be provided each month with the delivery of the invoices, which reconciles the number of recorded calls with the number of calls invoiced per student invoiced.

Service Type 2 - Total In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal, and the institution is the customer of record. Generally the institution markets the program, provides authorization codes, generates invoices, and performs collections. The Contractor shall provide some marketing assistance.

Service Type 3 - Provider Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal. The institution is the customer of record for the bulk outbound costs. The student is the customer of record for student invoiced calls. The Contractor furnishes network based Personal Identification Numbers (PINs) at least seven digits in length, customized cards, dialing instructions, marketing, call detail collection, invoicing, and collections. The Contractor shall be responsible for all uncollectable and fraud. The Student Resale rate schedule shall be mutually agreed upon by both the Contractor and the school. In the alternative, the service provider can be the customer of record for usage, both local and long distance. A help desk and/or billing inquiry 800 numbers and related staff will be provided. Monthly usage reports will be produced to document and support the commissions paid.

Student Calling Card Program: Using local outbound facilities, such as Direct Outward Dial trunks or Centrex lines, for on-campus students and local residential lines for off-campus students, students will place calls using one of the following:

A pre-paid calling card
A standard calling card

FEES AND SURCHARGES

Fees, surcharges, or other expenses, including any FCC surcharge(s) are identified in the pricing sheets. Fees, surcharges or adjustments that are not identified in the pricing sheets may not be charged without the prior approval of the State.

BILLING DISCREPANCIES

Contractors are required to resolve billing discrepancies within 60 days of notification of same by the Authorized User. The thirty-day prompt payment requirement of the State finance law is stopped when the Contractor is notified by the agency about a billing discrepancy. Paging services must be continued under this contract regardless of the account payment status until the agency notifies the Contractor to discontinue service or written notice is served as detailed above.

STATE AGENCIES

Non-payment by State Agencies exceeding 60 days will not automatically result in discontinuance of service. Unresolved issues of this nature must be referred to the OGS Procurement Services Group. Only on receipt of approval from to the OGS Procurement Services Group can service be discontinued for non-payment. Although the OGS Procurement Services Group can assist in the resolution of such problems, the OGS Procurement Services Group is not responsible for payment of a State Agency's service.

NON-STATE AGENCIES

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such non-State Agencies and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

RATES

Reference the Pricing Section of the Contract Award

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Authorized User:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Floor 37
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Title	:	**Group 77017 – Comprehensive Telecommunications Services (Statewide)** **Classification Code(s): 43, 45, 81, 83**
Award Number	:	**20268**
Contract Period	:	**See Contract Listing (see Page 2)**
Bid Opening Date	:	**September 19, 2006/May 5, 2009**
Date of Issue	:	**October 22, 2009**
Specification Reference	:	**As Incorporated In The RFP 20268**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The New York State Office of General Services, Procurement Services Group has identified qualified contractors to provide various Comprehensive Telecommunication Services. This contract award identifies the multiple contracts, both statewide and/or by county, to provide Authorized Users the ability to obtain various Telecommunication Services. This Contract Award Notification outlines the terms and conditions, as well as the accepted Telecommunication Services and installation specifications.

PR # 20268

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	AWARD	END	FED.IDENT.#
PS64715	Access Point Inc 1100 Crescent Green, Suite 109 Cary, NC 27518	9/24/09	8/15/17	56-1978988
PS64716	American Messaging Services LLC 1720 Lakepoint Dr., Suite 100 Lewisville, TX 75057	9/24/09	8/15/17	22-3724253
PS64717	Cornerstone Telephone Co LLC 2 Third Street Troy, NY 12180	9/24/09	8/15/17	14-1833861
PS64718 SB	DiRad Technologies Inc 9 Corporate Drive Clifton Park, NY 12065	9/24/09	8/15/17	14-1655746
PS64719	Everbridge Inc 505 N. Brand Blvd. Suite 700 Glendale, CA 91203	9/24/09	8/15/17	26-2919312
PS64720 (Table 1 Only)	Fiber Technologies Networks LLC 300 Meridian Centre Rochester, NY 14618	9/24/09	8/15/17	16-1574613
PS64721	Frontier 3 High Ridge Park Stamford, CT 06905	9/28/09	8/15/17	06-1381497
PS64722	Hughes Network Systems LLC 11717 Exploration Lane Germantown, MD 20876	10/7/09	8/15/17	11-3735091
PS63100	InfoHighway Communications Corp 800 Westchester Ave. N501 Rye Brook, NY 10573	9/24/09	8/15/17	13-3793720
PS64724 WB SB	Newcastle Communications 1140 Broadway, Suite 201 New York, NY 10001	9/24/09	8/15/17	13-3132807
PS64725 SB	Product Support Solutions 7172 Regional St. #431 Dublin, CA 94586	9/24/09	8/15/17	76-0702604
PS64726 SB	Tech Valley Communications 87 State Street Albany, NY 12207	9/24/09	8/15/17	01-0656735
PS64727	T-Mobile USA Inc 12920 SE 38th St. Bellevue, WA 98006	9/24/09	8/15/17	91-1983600

PS64728	USA Mobility Wireless Inc	9/24/09	8/15/17	91-1199104
6677	Richmond Highway			
Alexandria,	VA 22306			
PS64729	Warwick Valley Telephone Co	9/24/09	8/15/17	14-1160510
47	Main St.			
Warwick,	NY 10990			

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

Table 1 & Table 2 Authorized User Link

http://www.ogs.state.ny.us/purchase/snt/othersuse.asp

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PROCUREMENT INSTRUCTIONS

NOTE TO AUTHORIZED USERS:

Multiple contracts were awarded as a result of RFP 20268. They reflect various lots and categories within the lots. Authorized Users should contact contractors to determine best pricing and service offering prior to making a purchase.

1. Authorized Users placing an order under this contract are not required to execute any additional agreements.

2. When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use.

3. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes.

4. The authorized user must periodically sample the results of its procurements to determine its compliance.

5. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

6. The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

7. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:
   i. a statement of need and associated requirements,
   ii. a summary of the contract alternatives considered for the purchase,
   iii. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

8. Authorized Users having CPE requirements may obtain or purchase equipment necessary for the provisioning or installation of a service. **NO Individual purchases of equipment not associated to the services offered by the contractor may be made under this contract.**

CIO/OFT PLAN TO PURCHASE POLICY

New York State agencies are reminded that they must submit a Notification of Plan to Procure Technology Form (PTP) to the Office For Technology (OFT) for approval prior to purchasing Telecommunications services or equipment. For additional information about the CIO/OFT's PTP process, please visit their website at:
http://www.oft.state.ny.us/Policy/NYS-P08-001.pdf

OFT Approval Required

LOT 1 - Voice Services

- All service involving OFT Centralized Telecommunications Systems
- Local Exchange Service
- Centrex Service
- VoIP Service

LOT 2 - Connectivity Services

- All Service involving connectivity to the NYeNet
- Private Line Data Service
- Frame Relay Service
- ATM Service
- SONET Service
- Ethernet Service

LOT 3 - Managed Services

- Internet Access Service
- Audio Teleconferencing
- MPLS

OFT Approval Not Required

LOT 1 - Voice Services

- Long Distance Service
- Toll-Free Service
- Calling Card Service
- Directory Assistance
- Pay Telephone Service

LOT 2 - Connectivity Services

- Switched 56kbps Service
- ISDN Service
- xDSL Service
- Broadband Cable Service
- Fixed Wireless Service **

LOT 3 - Managed Services

- Internet Hosting Service
- Video Conferencing Service
- Interactive Voice Response
- Co-Location
- Student Re-Sale
- Mobile Wireless **
- Broadcast Communication Services
- Emergency Notification Services

**Additionally contract users must adhere to NYS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

SELECTING A SERVICE PROVIDER

There are several factors that an Authorized User should consider when selecting a Telecommunications Service provider. The Authorized User should consider:

- Service Type
- Coverage Area
- Price
- **Service Levels Provided – Reference Attachment 1 for a complete list, by contractor, of services to meet your needs and if a contractor meets, exceeds or does not meet the particular service(s) you are considering. It is recommended that prior to any purchase you compare the services offered and contact various vendors to improve on the service level.**

All of these factors should be considered in selecting an appropriate Contractor.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

GENERAL REQUIREMENT MODIFICATIONS

The following provisions apply

Company

SERVICE TYPES AVAILABLE

SERVICE LOTS AND CATEGORIES

- Services by Lot(s) or Categories of Services within the Lot(s)
- Statewide
- County or Multiple Counties

Lot 1 – Voice Services

Category

A. Local Exchange Service
B. Long Distance
C. Toll Free
D. Centrex
E. Calling Card
F. Directory Assistance
G. Voice over IP
H. Pay Telephone Service

Lot 2 – Connectivity Services

Category

A. Private Line Data Services
B. Switched 56
C. Integrated Services Digital Network (ISDN)
D. Digital Subscriber Line (DSL)
E. Frame Relay Services
F. ATM
G. SONET
H. Ethernet (MAN/WAN)
I. Cable Based Broadband
J. Fixed Wireless Services

Lot 3 – Managed Services

Category

A. Internet Access Services
B. Internet Services
C. Co-Location Services
D. Multi Protocol Label Switching (MPLS)
E. Mobile Wireless
F. Audio Conferencing
G. Video Conferencing
H. Interactive Voice Response (IVR)
I. Student Resale
J. Broadcast Communications Services
K. Emergency Notification Services

COVERAGE AREA

Awards may be Statewide, by County or Multiple Counties. New York State is divided into 62 Counties. The counties to be covered are as follows:

Albany	Herkimer	Richmond
Allegany	Jefferson	Rockland
Bronx	Kings	Saratoga
Broome	Lewis	Schenectady
Cattaraugus	Livingston	Schoharie
Cayuga	Madison	Schuyler
Chautauqua	Monroe	Seneca
Chemung	Montgomery	St. Lawrence
Chenango	Nassau	Steuben
Clinton	New York	Suffolk
Columbia	Niagara	Sullivan
Cortland	Oneida	Tioga
Delaware	Onondaga	Tompkins
Dutchess	Ontario	Ulster
Erie	Orange	Warren
Essex	Orleans	Washington
Franklin	Oswego	Wayne
Fulton	Otsego	Westchester
Genesee	Putnam	Wyoming
Greene	Queens	Yates
Hamilton	Rensselaer	

Group 77017 Award 20268 Comprehensive Telecommunications Services

	LOT 1								LOT 2										LOT 3										
	Local Exchange Service	Long Distance	Toll Free	Centrex	Calling Card	Directory Assistance	Voice over IP (VoIP)	Pay Telephone Service	Private Line Data Service	Switched 56	ISDN	xDSL	Frame Relay	ATM	SONET	Ethernet	Cable Based Broadband	Fixed Wireless	Internet Access	Internet Services	Co-Location	MPLS	Mobile Wireless	Audio Conferencing	Video Conferencing	IVR	Student Resale	Broadcast Communications Services	Emergency Notification Services
Access Point Inc	R	R	R	R		R					R								R			R		R	R				
American Messaging Services LLC																							S						S
Cornerstone Telephone Co LLC							S																						
DiRad Technologies Inc																										S			
Everbridge Inc																													S
Fiber Technologies Networks LLC															R	R			R										
Frontier	R								R		R	R				R													
Hughes Network Systems LLC												S					S	S	S										
InfoHighway Communications Corp																						S							
Newcastle Communications							S																						
Product Support Solutions																										S			
Tech Valley Communications	R	R	R			R			R						R	R		R	R										
T-Mobile USA Inc																							S						
USA Mobility Wireless Inc																							S						S

Warwick Valley Telephone Co							R		R												R* (Only Orange Co.)		S				

R - Regional (Reference the contractors Regional Awards)

S - Statewide

Access Point Inc

☒ Albany	☐ Franklin	☐ Oneida	☐ Seneca
☐ Allegany	☐ Fulton	☐ Onondaga	☐ St. Lawrence
☒ Bronx	☐ Genesee	☐ Ontario	☐ Steuben
☐ Broome	☐ Greene	☐ Orange	☒ Suffolk
☐ Cattaraugus	☐ Hamilton	☐ Orleans	☐ Sullivan
☐ Cayuga	☐ Herkimer	☐ Oswego	☐ Tioga
☐ Chautauqua	☐ Jefferson	☐ Otsego	☐ Tompkins
☐ Chemung	☒ Kings	☐ Putnam	☐ Ulster
☐ Chenango	☐ Lewis	☒ Queens	☐ Warren
☐ Clinton	☐ Livingston	☐ Rensselaer	☐ Washington
☐ Columbia	☐ Madison	☒ Richmond	☐ Wayne
☐ Cortland	☐ Monroe	☒ Rockland	☒ Westchester
☐ Delaware	☐ Montgomery	☒ Saratoga	☐ Wyoming
☐ Dutchess	☒ Nassau	☒ Schenectady	☐ Yates
☐ Erie	☒ New York	☐ Schoharie	
☐ Essex	☒ Niagara	☐ Schuyler	

Fiber Technologies Networks LLC

☒ Albany	☐ Franklin	☐ Oneida	☐ Seneca
☐ Allegany	☐ Fulton	☒ Onondaga	☐ St. Lawrence
☐ Bronx	☐ Genesee	☐ Ontario	☐ Steuben
☐ Broome	☐ Greene	☐ Orange	☐ Suffolk
☐ Cattaraugus	☐ Hamilton	☐ Orleans	☐ Sullivan
☐ Cayuga	☐ Herkimer	☐ Oswego	☐ Tioga
☐ Chautauqua	☐ Jefferson	☐ Otsego	☐ Tompkins
☐ Chemung	☐ Kings	☐ Putnam	☐ Ulster
☐ Chenango	☐ Lewis	☐ Queens	☐ Warren
☐ Clinton	☐ Livingston	☒ Rensselaer	☐ Washington
☐ Columbia	☐ Madison	☐ Richmond	☐ Wayne
☐ Cortland	☒ Monroe	☐ Rockland	☒ Westchester
☐ Delaware	☐ Montgomery	☒ Saratoga	☐ Wyoming
☐ Dutchess	☐ Nassau	☒ Schenectady	☐ Yates
☒ Erie	☐ New York	☐ Schoharie	
☐ Essex	☐ Niagara	☐ Schuyler	

Frontier Communications of America

☐ Albany	☒ Franklin	☒ Oneida	☐ Seneca
☒ Allegany	☒ Fulton	☒ Onondaga	☐ St. Lawrence
☐ Bronx	☒ Genesee	☒ Ontario	☒ Steuben
☒ Broome	☐ Greene	☒ Orange*	☐ Suffolk
☒ Cattaraugus	☒ Hamilton	☐ Orleans	☒ Sullivan
☒ Cayuga	☒ Herkimer	☒ Oswego	☒ Tioga
☐ Chautauqua	☒ Jefferson	☒ Otsego	☐ Tompkins
☒ Chemung	☒ Kings	☐ Putnam	☒ Ulster
☒ Chenango	☒ Lewis	☐ Queens	☒ Warren
☒ Clinton	☒ Livingston	☐ Rensselaer	☐ Washington
☒ Columbia	☒ Madison	☐ Richmond	☒ Wayne
☒ Cortland	☒ Monroe*	☐ Rockland	☐ Westchester
☒ Delaware	☒ Montgomery	☒ Saratoga	☒ Wyoming
☒ Dutchess*	☐ Nassau	☐ Schenectady	☒ Yates
☐ Erie	☐ New York	☐ Schoharie	
☒ Essex	☒ Niagara	☒ Schuyler	

* Metro

Tech Valley Communications

☒ Albany	☐ Franklin	☐ Oneida	☐ Seneca
☐ Allegany	☐ Fulton	☐ Onondaga	☐ St. Lawrence
☐ Bronx	☐ Genesee	☐ Ontario	☐ Steuben
☐ Broome	☒ Greene	☐ Orange	☐ Suffolk
☐ Cattaraugus	☐ Hamilton	☐ Orleans	☐ Sullivan
☐ Cayuga	☐ Herkimer	☐ Oswego	☐ Tioga
☐ Chautauqua	☐ Jefferson	☐ Otsego	☐ Tompkins
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☐ Chenango	☐ Lewis	☐ Queens	☒ Warren
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☐ Cortland	☐ Monroe	☐ Rockland	☐ Westchester
☐ Delaware	☐ Montgomery	☒ Saratoga	☐ Wyoming
☐ Dutchess	☐ Nassau	☒ Schenectady	☐ Yates
☐ Erie	☐ New York	☐ Schoharie	
☐ Essex	☐ Niagara	☐ Schuyler	

Warwick Valley Telephone

☐ Albany	☐ Franklin	☐ Oneida	☐ Seneca
☐ Allegany	☐ Fulton	☐ Onondaga	☐ St. Lawrence
☒ Bronx	☐ Genesee	☐ Ontario	☐ Steuben
☐ Broome	☐ Greene	☒ Orange *	☐ Suffolk
☐ Cattaraugus	☐ Hamilton	☐ Orleans	☒ Sullivan
☐ Cayuga	☐ Herkimer	☐ Oswego	☐ Tioga
☐ Chautauqua	☐ Jefferson	☐ Otsego	☐ Tompkins
☐ Chemung	☒ Kings	☒ Putnam	☒ Ulster
☐ Chenango	☐ Lewis	☐ Queens	☐ Warren
☐ Clinton	☐ Livingston	☐ Rensselaer	☐ Washington
☐ Columbia	☐ Madison	☐ Richmond	☐ Wayne
☐ Cortland	☐ Monroe	☒ Rockland	☒ Westchester
☐ Delaware	☐ Montgomery	☐ Saratoga	☐ Wyoming
☒ Dutchess	☒ Nassau	☐ Schenectady	☐ Yates
☐ Erie	☒ New York	☐ Schoharie	
☐ Essex	☐ Niagara	☐ Schuyler	

* Co-Location available only in Orange County

If any portion of work completed is subject to the prevailing wage rate provisions of New York State Labor Law, reference:

http://www.labor.state.ny.us/
(Click on Quick Links which will take you to Prevailing Wage Rates)

Reference PRC Number 2005008541

Public Work Prevailing Wage is the pay rate that is required to be paid to all private workers (non government) on all public work projects. Generally, it applies to the construction, repair or renovation of government facilities (state or local). If you have any questions regarding public work prevailing wage, contact the Bureau of Public Work.

SERVICE DESCRIPTIONS

VOICE SERVICES – LOT 1

LOCAL EXCHANGE SERVICES

- Outbound IntraState/Local
- Outbound IntraLATA/ Regional
- Inbound Toll-Free
- IntraLATA/Regional
- Local IntraState

LONG DISTANCE SERVICES

Long distance calling services offered in the contracts, including but not necessarily limited to: Outbound Intrastate, Outbound Interstate and Outbound International.

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International Calling

TOLL FREE SERVICES

Incoming toll free services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International

CENTRAL OFFICE EXCHANGE SERVICES (CENTREX)

A "central office exchange" CENTREX service or product that is the same as, equivalent to, or better than the Local Exchange Carrier's ("ILEC") Digital Centrex. This includes but is not limited to local Touch-Tone dial tone provided by a carrier out of its central office switching equipment on an individual line basis.

CALLING CARD SERVICES

A card with an authorization code for using telecommunications services when the Authorized User is away from the office.

DIRECTORY ASSISTANCE SERVICES

Directory assistance is a telephone call one can make to find out a specific phone number of a residence or business. Some systems also give the caller an address as well. The person or location must be listed in the local telephone book.

VOICE OVER IP SERVICES (VoIP)

Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. Some VoIP services may only allow you to call other people using the same service, but others may allow you to call anyone who has a telephone number - including local, long distance, mobile, and international numbers. Also, while some VoIP services only work over your computer or a special VoIP phone, other services allow you to use a traditional phone connected to a VoIP adapter.

PAY TELEPHONES

A payphone is a fixed telephone that is connected to the public switched telephone network operated by a licensee that cannot be used to make a telephone call (other than a free call or a call made through an operator-assisted or automated caller identity verification system) unless the user, immediately prior to using the telephone, makes, or arranges to make, a payment for that particular individual call.

CONNECTIVITY SERVICES – LOT 2

PRIVATE LINE DATA SERVICES

- 3002 Circuits (Analog) Point-to-Point or Multi-Point
- Digital Data Service(DDS) 2.4 to 64 Kbps Point-to-Point or Multi-Point
- Tl / Fractional T-1Circuits
- T3 / Fractional T-3 Circuits
- OCx Circuits

SWITCHED 56KBPS SERVICES

A dial-up digital service provided by telecommunications companies. A DSU/CSU is used instead of a modem. Switched 56 uses a 64 Kbps channel, but one bit per byte is used for band signaling, leaving 56 Kbps for data.

INTEGRATED SERVICES DIGITAL NETWORK SERVICES (ISDN)

A generic term referring to the integration of communications services transported over digital facilities such as wire pairs, coaxial cables, optical fibers, microwave radio, and satellites. ISDN provides end-to-end digital connectivity between any two (or more) communications devices. Information enters, passes through, and exits the network in a completely digital fashion.

DIGITAL SUBSCRIBER LINE SERVICES (xDSL)

ADSL (Asymmetric Digital Subscriber Line) is the form of DSL that is called "asymmetric" because most of its two-way or duplex bandwidth is devoted to the downstream direction, sending data to the user.

SDSL (Symmetric DSL) is a single twisted-pair line, carrying 1.544 Mbps each direction on a duplex line. It's symmetric because the data rate is the same in both directions.

FRAME RELAY SERVICES

A high-speed packet switching protocol used in wide area networks (WANs). Providing a granular service of up to DS3 speed (45 Mbps).

ASYNCHRONOUS TRANSFER MODE SERVICES (ATM)

Asynchronous Transfer Mode (ATM) is a cell relay, Circuit switching which encodes data traffic into small fixed-sized cells. ATM is a connection-oriented technology, in which a logical connection is established between the two endpoints before the actual data exchange begins.

SONET SYNCHRONOUS OPTICAL NETWORK SERVICES (SONET)

A fiber-optic transmission system for high-speed digital traffic. SONET is an intelligent system that provides advanced network management and a standard optical interface.

ETHERNET SERVICES (MAN/WAN)

Ethernet Transport across a Metropolitan Area Network / Wide Area Network.

CABLE BASED BROADBAND SERVICES

A high-speed, high-capacity transm ission medium that carries network comm unications, which the bandwidth is divided and shared by multiple simultaneous signals (as for voice or data or video) signals. Typically transmitted on a single coaxial or fiber-optic cable. Broadband technology can support a wide range of frequencies.

FIXED WIRELESS SERVICES

Refers to point-to-point transmission through the air between stationary devices. Fixed wireless is typically used for "last mile" connectivity to buildings.

Fixed Wireless Data is a class of technologies used to connect two fixed locations (e.g., buildings) with a radio or other wireless link. Typically, Fixed Wireless Data is part of a Wireless LAN infrastructure. The purpose of a Fixed Wireless Data link is to enable data communications between the two sites or buildings. Fixed Wireless Data links are often an alternative to cables between the buildings.

Fixed Wireless Services is not associated with Wi-Fi, WiMAX or other mobile wireless networking technologies, which are designed for low bandwidth data communications with a PC or other end-user workstation.

MANAGED SERVICES – LOT 3

INTERNET ACCESS SERVICES

Refers to the means by which users connect to the Internet. Internet Access services connectivity and bandwidth options such as but not limited to:
Dial-up, Dedicated, xDSL, Broadband Cable, ISDN, Wireless broadband.

INTERNET SERVICES

Internet Services refers to a broad range of technologies used for web development, web production, design, networking, and e-commerce. The service also covers internet programming, website maintenance, internet architect, and web master.

This RFP is to provide Authorized Users with a large array of Internet services.

Internet services include but not limited to:

- Internet Access Services including email, web, ftp, news groups, and others
- Hosting Services including Web pages, Applications and others
- Host name registration services for host names in non-government domains
- Web site design and management services
- Portal Services
- VPN Services
- Other Internet services and hosting services as determined by OGS.

CO-LOCATION SERVICES

Co-location services provide flexible choices for space and connectivity in a highly controlled, carrier-neutral environment. Co-location facility space is built according to uniform environmental and security standards such as but not limited to:

- Security - Multi-layer security control procedures, biometric access control, and 24 x 7 closed-circuit video and alarm monitoring.
- Power - Uninterruptible redundant AC and DC power solutions meeting all types of Authorized Users needs.
- Cooling - HVAC redundant design with appropriate air distribution.
- Fire Suppression - Smoke detection system above and below raised floor; double-interlock, pre-action, dry-pipe fire suppression.
- Cable Management and Ladder Racking - Providing access to all cabling absent from obstructions.

MULTIPROTOCOL LABEL SWITCHING SERVICES (MPLS)

Multi-Protocol Label Switching refers to a data-carrying mechanism which emulates some properties of a circuit-switched network over a packet-switched network. MPLS can provide a unified data-carrying service for both circuit-based clients and packet-switching clients. It can be used to transport various kinds of traffic, including IP packets, ATM, SONET, and Ethernet frames to provide voice, image, data and video services.

MOBILE WIRELESS SERVICE

A mobile wireless that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular telephone lines. Mobile Wireless service

and devices that allow for Mobile Wireless voice/data communications such as but not limited to Cellular, PCS, Satellite, etc.

AUDIO CONFERENCING SERVICES

An audio communications session among three or more people who are geographically dispersed. It is provided by a conference function in a PBX or multi-line telephone or by telecommunications companies.

VIDEO CONFERENCING SERVICES

A real-time video session between two or more users or between two or more locations. Videoconferencing may comprise any number of end points.

INTERACTIVE VOICE RESPONSE SERVICES (IVR)

An automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real-time. The caller responds by pressing digits on the telephone or speaking words or short phrases.

STUDENT RESALE SERVICES

Service Type 1 - Partial In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal and the institution is the customer of record. The institution requires that the Call Detail Records (CDR), collected by the institution's equipment, (or as provided by the local operating company in the case of a Centrex system) be used by the Contractor or a third party to process monthly invoices. All calls are to be invoiced based upon Personal Identification Numbers (PINs) at least seven digits in length, which will be assigned by the institution and which will be included on the CDR data for every chargeable call. The Student Resale rate schedule shall be determined by the institution. Collections are performed by the institution. A report will be provided each month with the delivery of the invoices, which reconciles the number of recorded calls with the number of calls invoiced per student invoiced.

Service Type 2 - Total In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal, and the institution is the customer of record. Generally the institution markets the program, provides authorization codes, generates invoices, and performs collections. The Contractor shall provide some marketing assistance.

Service Type 3 - Provider Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal. The institution is the customer of record for the bulk outbound costs. The student is the customer of record for student invoiced calls. The Contractor furnishes network based Personal Identification Numbers (PINs) at least seven digits in length, customized cards, dialing instructions, marketing, call detail collection, invoicing, and collections. The Contractor shall be responsible for all uncollectable and fraud. The Student Resale rate schedule shall be mutually agreed upon by both the Contractor and the school. In the alternative, the service provider can be the customer of record for usage, both local and long distance. A help desk and/or billing inquiry 800 numbers and related staff will be provided. Monthly usage reports will be produced to document and support the commissions paid.

Student Calling Card Program: Using local outbound facilities, such as Direct Outward Dial trunks or Centrex lines, for on-campus students and local residential lines for off-campus students, students will place calls using one of the following:

A pre-paid calling card
A standard calling card

BROADCAST COMMUNICATIONS SERVICE

In order to be recommended for a contract award for Broadcast Communications Services, bidders must respond to this section of the RFP document.

Broadcast Communications Services will be utilized for any and all of the following: image, data, voice and video services. This includes, but is not limited to, various television services, such as cable-based, satellite, IPTV or internet. The service may be based upon IP or other methodologies. Bidders must propose services that meet the requirements outlined in this section.

EMERGENCY NOTIFICATION SERVICES

In order to be recommended for a contract award for Emergency Notification Services, bidders must respond to the requirements of this section of the RFP document.

Bidders must propose Emergency Notification Services that meet the minimum requirements outlined in this section. Emergency Notification Services may be voice or data, but do not include in-house notification systems such as nurse call or intercom paging systems.

FEES AND SURCHARGES

Fees, surcharges, or other expenses, including any FCC surcharge(s) are identified in the pricing sheets. Fees, surcharges or adjustments that are not identified in the pricing sheets may not be charged without the prior approval of the State.

BILLING DISCREPANCIES

Contractors are required to resolve billing discrepancies within 60 days of notification of same by the Authorized User. The thirty-day prompt payment requirement of the State finance law is stopped when the Contractor is notified by the agency about a billing discrepancy. Paging services must be continued under this contract regardless of the account payment status until the agency notifies the Contractor to discontinue service or written notice is served as detailed above.

STATE AGENCIES

Non-payment by State Agencies exceeding 60 days will not automatically result in discontinuance of service. Unresolved issues of this nature must be referred to the OGS Procurement Services Group. Only on receipt of approval from to the OGS Procurement Services Group can service be discontinued for non-payment. Although the OGS Procurement Services Group can assist in the resolution of such problems, the OGS Procurement Services Group is not responsible for payment of a State Agency's service.

NON-STATE AGENCIES

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such non-State Agencies and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

RATES

Reference the Pricing Section of the Contract Award

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Authorized User:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Floor 37
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
http://www.ogs.state.ny.us

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Title	:	**Group 77017 – Comprehensive Telecommunications Services (Statewide)** **Classification Code(s): 43, 45, 81, 83**
Award Number	:	**20268**
Contract Period	:	**See Contract Listing**
Bid Opening Date	:	**September 19, 2006/May 5, 2009**
Date of Issue	:	**November 18, 2009**
Specification Reference	:	**As Incorporated In The RFP 20268**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Donna McNeil Phone : 518-474-4579 Fax : 518-486-6867 E-mail : Donna.mcneil@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The New York State Office of General Services, Procurement Services Group has identified qualified contractors to provide various Comprehensive Telecommunication Services. This contract award identifies the multiple contracts, both statewide and/or by county, to provide Authorized Users the ability to obtain various Telecommunication Services. This Contract Award Notification outlines the terms and conditions, as well as the accepted Telecommunication Services and installation specifications.

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	AWARD	END	FED.IDENT.#
PS64723	Level 3 Communications, LLC 1025 Eldorado Blvd Broom field, CO 80021	11/10/2009	8/15/2017	47-0807040
PS63596	Time Warner Cable 20 Century Hill Drive Latham , NY 12110-2116	3/11/2008 11/16/2009	8/15/17	84-1496755
PS63072	TW Telecom Holdings Inc 10 Airline Drive Albany, NY 12205	8/16/2007 11/6/2009	8/15/2017	13-3699930

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

Table 1 & Table 2 Authorized User Link

http://www.ogs.state.ny.us/purchase/snt/othersuse.asp

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PROCUREMENT INSTRUCTIONS

NOTE TO AUTHORIZED USERS:

Multiple contracts were awarded as a result of RFP 20268. They reflect various lots and categories within the lots. Authorized Users should contact contractors to determine best pricing and service offering prior to making a purchase.

1. Authorized Users placing an order under this contract are not required to execute any additional agreements.

2. When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use.

3. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes.

4. The authorized user must periodically sample the results of its procurements to determine its compliance.

5. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

6. The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

7. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:
   i. a statement of need and associated requirements,
   ii. a summary of the contract alternatives considered for the purchase,
   iii. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

8. Authorized Users having CPE requirements may obtain or purchase equipment necessary for the provisioning or installation of a service. **NO Individual purchases of equipment not associated to the services offered by the contractor may be made under this contract.**

CIO/OFT PLAN TO PURCHASE POLICY

New York State agencies are reminded that they must submit a Notification of Plan to Procure Technology Form (PTP) to the Office For Technology (OFT) for approval prior to purchasing Telecommunications services or equipment. For additional information about the CIO/OFT's PTP process, please visit their website at:
http://www.oft.state.ny.us/Policy/NYS-P08-001.pdf

OFT Approval Required

LOT 1 - Voice Services

- All service involving OFT Centralized Telecommunications Systems
- Local Exchange Service
- Centrex Service
- VoIP Service

LOT 2 - Connectivity Services

- All Service involving connectivity to the NYeNet
- Private Line Data Service
- Frame Relay Service
- ATM Service
- SONET Service
- Ethernet Service

LOT 3 - Managed Services

- Internet Access Service
- Audio Teleconferencing
- MPLS

OFT Approval Not Required

LOT 1 - Voice Services

- Long Distance Service
- Toll-Free Service
- Calling Card Service
- Directory Assistance
- Pay Telephone Service

LOT 2 - Connectivity Services

- Switched 56kbps Service
- ISDN Service
- xDSL Service
- Broadband Cable Service
- Fixed Wireless Service **

LOT 3 - Managed Services

- Internet Hosting Service
- Video Conferencing Service
- Interactive Voice Response
- Co-Location
- Student Re-Sale
- Mobile Wireless **
- Broadcast Communication Services
- Emergency Notification Services

**Additionally contract users must adhere to NYS Technology Policy P03-003, Required Notification of Actions Involving Wireless Communications Infrastructure.

SELECTING A SERVICE PROVIDER

There are several factors that an Authorized User should consider when selecting a Telecommunications Service provider. The Authorized User should consider:

- Service Type
- Coverage Area
- Price
- **Service Levels Provided – Reference Attachment 1 for a complete list, by contractor, of services to meet your needs and if a contractor meets, exceeds or does not meet the particular service(s) you are considering. It is recommended that prior to any purchase you compare the services offered and contact various vendors to improve on the service level.**

All of these factors should be considered in selecting an appropriate Contractor.

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

GENERAL REQUIREMENT MODIFICATIONS

The following provisions apply

Company

SERVICE TYPES AVAILABLE

SERVICE LOTS AND CATEGORIES

- Services by Lot(s) or Categories of Services within the Lot(s)
- Statewide
- County or Multiple Counties

Lot 1 – Voice Services

Category

A. Local Exchange Service
B. Long Distance
C. Toll Free
D. Centrex
E. Calling Card
F. Directory Assistance
G. Voice over IP
H. Pay Telephone Service

Lot 2 – Connectivity Services

Category

A. Private Line Data Services
B. Switched 56
C. Integrated Services Digital Network (ISDN)
D. Digital Subscriber Line (DSL)
E. Frame Relay Services
F. ATM
G. SONET
H. Ethernet (MAN/WAN)
I. Cable Based Broadband
J. Fixed Wireless Services

Lot 3 – Managed Services

Category

A. Internet Access Services
B. Internet Services
C. Co-Location Services
D. Multi Protocol Label Switching (MPLS)
E. Mobile Wireless
F. Audio Conferencing
G. Video Conferencing
H. Interactive Voice Response (IVR)
I. Student Resale
J. Broadcast Communications Services
K. Emergency Notification Services

COVERAGE AREA

Awards may be Statewide, by County or Multiple Counties. New York State is divided into 62 Counties. The counties to be covered are as follows:

Albany	Herkimer	Richmond
Allegany	Jefferson	Rockland
Bronx	Kings	Saratoga
Broome	Lewis	Schenectady
Cattaraugus	Livingston	Schoharie
Cayuga	Madison	Schuyler
Chautauqua	Monroe	Seneca
Chemung	Montgomery	St. Lawrence
Chenango	Nassau	Steuben
Clinton	New York	Suffolk
Columbia	Niagara	Sullivan
Cortland	Oneida	Tioga
Delaware	Onondaga	Tompkins
Dutchess	Ontario	Ulster
Erie	Orange	Warren
Essex	Orleans	Washington
Franklin	Oswego	Wayne
Fulton	Otsego	Westchester
Genesee	Putnam	Wyoming
Greene	Queens	Yates
Hamilton	Rensselaer	

Group 77017 Award 20268 Comprehensive Telecommunications Services

	LOT 1								LOT 2										LOT 3										
	Local Exchange Service	Long Distance	Toll Free	Centrex	Calling Card	Directory Assistance	Voice over IP (VoIP)	Pay Telephone Service	Private Line Data Service	Switched 56	ISDN	xDSL	Frame Relay	ATM	SONET	Ethernet	Cable Based Broadband	Fixed Wireless	Internet Access	Internet Services	Co-Location	MPLS	Mobile Wireless	Audio Conferencing	Video Conferencing	IVR	Student Resale	Broadcast Communications Services	Emergency Notification Services
Level 3 Communications	R	R	R			R					R								R										
Time Warner Cable	R	R	R			R										R	R		R	R								R	
TW Telecom	R	S	S						S		R				R	R													

R - Regional (Reference the contractors Regional Awards)

S - Statewide

Level 3 Communications

☐ Albany	☐ Franklin	☐ Oneida	☐ Seneca
☐ Allegany	☐ Fulton	☐ Onondaga	☐ St. Lawrence
☐ Bronx	☐ Genesee	☐ Ontario	☐ Steuben
☐ Broome	☐ Greene	☐ Orange	☐ Suffolk
☐ Cattaraugus	☐ Hamilton	☐ Orleans	☐ Sullivan
☐ Cayuga	☐ Herkimer	☐ Oswego	☐ Tioga
☐ Chautauqua	☐ Jefferson	☐ Otsego	☐ Tompkins
☐ Chemung	☐ Kings	☐ Putnam	☐ Ulster
☐ Chenango	☐ Lewis	☐ Queens	☐ Warren
☐ Clinton	☐ Livingston	☐ Rensselaer	☐ Washington
☐ Columbia	☐ Madison	☐ Richmond	☐ Wayne
☐ Cortland	☐ Monroe	☐ Rockland	☐ Westchester
☐ Delaware	☐ Montgomery	☐ Saratoga	☐ Wyoming
☐ Dutchess	☐ Nassau	☐ Schenectady	☐ Yates
☒ Erie	☒ New York	☐ Schoharie	
☐ Essex	☐ Niagara	☐ Schuyler	

Time Warner Cable

☒ Albany	☒ Franklin	☒ Oneida	☒ Seneca
☒ Allegany	☒ Fulton	☒ Onondaga	☒ St. Lawrence
☐ Bronx	☒ Genesee	☒ Ontario	☒ Steuben
☒ Broome	☒ Greene	☒ Orange	☐ Suffolk
☒ Cattaraugus	☒ Hamilton	☒ Orleans	☒ Sullivan
☒ Cayuga	☒ Herkimer	☒ Oswego	☒ Tioga
☒ Chautauqua	☒ Jefferson	☒ Otsego	☒ Tompkins
☒ Chemung	☒ Kings	☐ Putnam	☒ Ulster
☒ Chenango	☒ Lewis	☒ Queens	☒ Warren
☒ Clinton	☒ Livingston	☒ Rensselaer	☒ Washington
☒ Columbia	☒ Madison	☒ Richmond	☒ Wayne
☒ Cortland	☒ Monroe	☐ Rockland	☒ Westchester
☒ Delaware	☒ Montgomery	☒ Saratoga	☒ Wyoming
☒ Dutchess	☐ Nassau	☒ Schenectady	☒ Yates
☒ Erie	☒ New York	☒ Schoharie	
☒ Essex	☒ Niagara	☒ Schuyler	

Tw Telecom (Statewide for LD, Toll, Private Line, Co-location and MPLS)

☒ Albany	☐ Franklin	☐ Oneida	☐ Seneca
☐ Allegany	☐ Fulton	☒ Onondaga	☐ St. Lawrence
☒ Bronx (Ethernet only)	☒ Genesee	☒ Ontario	☐ Steuben
☒ Broome(not Ethernet)	☐ Greene	☐ Orange	☐ Suffolk
☐ Cattaraugus	☐ Hamilton	☐ Orleans	☐ Sullivan
☐ Cayuga	☐ Herkimer	☐ Oswego	☒ Tioga
☐ Chautauqua	☐ Jefferson	☐ Otsego	☐ Tompkins
☒ Chemung	☐ Kings	☐ Putnam	☐ Ulster
☐ Chenango	☐ Lewis	☐ Queens	☒ Warren (ISDN Only)
☐ Clinton	☒ Livingston	☒ Rensselaer	☐ Washington
☐ Columbia	☐ Madison	☐ Richmond	☒ Wayne (ISDN Only)
☐ Cortland	☒ Monroe	☐ Rockland	☐ Westchester
☐ Delaware	☐ Montgomery	☒ Saratoga	☐ Wyoming
☐ Dutchess	☐ Nassau	☒ Schenectady	☐ Yates
☐ Erie	☒ New York	☐ Schoharie	
☐ Essex	☐ Niagara	☐ Schuyler	

If any portion of work completed is subject to the prevailing wage rate provisions of New York State Labor Law, reference:

http://www.labor.state.ny.us/
(Click on Quick Links which will take you to Prevailing Wage Rates)

Reference PRC Number 2005008541

Public Work Prevailing Wage is the pay rate that is required to be paid to all private workers (non government) on all public work projects. Generally, it applies to the construction, repair or renovation of government facilities (state or local). If you have any questions regarding public work prevailing wage, contact the Bureau of Public Work.

SERVICE DESCRIPTIONS

VOICE SERVICES – LOT 1

LOCAL EXCHANGE SERVICES

- Outbound IntraState/Local
- Outbound IntraLATA/ Regional
- Inbound Toll-Free
- IntraLATA/Regional
- Local IntraState

LONG DISTANCE SERVICES

Long distance calling services offered in the contracts, including but not necessarily limited to: Outbound Intrastate, Outbound Interstate and Outbound International.

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International Calling

TOLL FREE SERVICES

Incoming toll free services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International

CENTRAL OFFICE EXCHANGE SERVICES (CENTREX)

A "central office exchange" CENTREX service or product that is the same as, equivalent to, or better than the Local Exchange Carrier's ("ILEC") Digital Centrex. This includes but is not limited to local Touch-Tone dial tone provided by a carrier out of its central office switching equipment on an individual line basis.

CALLING CARD SERVICES

A card with an authorization code for using telecommunications services when the Authorized User is away from the office.

DIRECTORY ASSISTANCE SERVICES

Directory assistance is a telephone call one can make to find out a specific phone number of a residence or business. Some systems also give the caller an address as well. The person or location must be listed in the local telephone book.

VOICE OVER IP SERVICES (VoIP)

Voice over Internet Protocol (VoIP), is a technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. Some VoIP services may only allow you to call other people using the same service, but others may allow you to call anyone who has a telephone number - including local, long distance, mobile, and international numbers. Also, while some VoIP services only work over your computer or a special VoIP phone, other services allow you to use a traditional phone connected to a VoIP adapter.

PAY TELEPHONES

A payphone is a fixed telephone that is connected to the public switched telephone network operated by a licensee that cannot be used to make a telephone call (other than a free call or a call made through an operator-assisted or automated caller identity verification system) unless the user, immediately prior to using the telephone, makes, or arranges to make, a payment for that particular individual call.

CONNECTIVITY SERVICES – LOT 2

PRIVATE LINE DATA SERVICES

- 3002 Circuits (Analog) Point-to-Point or Multi-Point
- Digital Data Service(DDS) 2.4 to 64 Kbps Point-to-Point or Multi-Point
- Tl / Fractional T-1Circuits
- T3 / Fractional T-3 Circuits
- OCx Circuits

SWITCHED 56KBPS SERVICES

A dial-up digital service provided by telecommunications companies. A DSU/CSU is used instead of a modem. Switched 56 uses a 64 Kbps channel, but one bit per byte is used for band signaling, leaving 56 Kbps for data.

INTEGRATED SERVICES DIGITAL NETWORK SERVICES (ISDN)

A generic term referring to the integration of communications services transported over digital facilities such as wire pairs, coaxial cables, optical fibers, microwave radio, and satellites. ISDN provides end-to-end digital connectivity between any two (or more) communications devices. Information enters, passes through, and exits the network in a completely digital fashion.

DIGITAL SUBSCRIBER LINE SERVICES (xDSL)

ADSL (Asymmetric Digital Subscriber Line) is the form of DSL that is called "asymmetric" because most of its two-way or duplex bandwidth is devoted to the downstream direction, sending data to the user.

SDSL (Symmetric DSL) is a single twisted-pair line, carrying 1.544 Mbps each direction on a duplex line. It's symmetric because the data rate is the same in both directions.

FRAME RELAY SERVICES

A high-speed packet switching protocol used in wide area networks (WANs). Providing a granular service of up to DS3 speed (45 Mbps).

ASYNCHRONOUS TRANSFER MODE SERVICES (ATM)

Asynchronous Transfer Mode (ATM) is a cell relay, Circuit switching which encodes data traffic into small fixed-sized cells. ATM is a connection-oriented technology, in which a logical connection is established between the two endpoints before the actual data exchange begins.

SONET SYNCHRONOUS OPTICAL NETWORK SERVICES (SONET)

A fiber-optic transmission system for high-speed digital traffic. SONET is an intelligent system that provides advanced network management and a standard optical interface.

ETHERNET SERVICES (MAN/WAN)

Ethernet Transport across a Metropolitan Area Network / Wide Area Network.

CABLE BASED BROADBAND SERVICES

A high-speed, high-capacity transmission medium that carries network communications, which the bandwidth is divided and shared by multiple simultaneous signals (as for voice or data or video) signals. Typically transmitted on a single coaxial or fiber-optic cable. Broadband technology can support a wide range of frequencies.

FIXED WIRELESS SERVICES

Refers to point-to-point transmission through the air between stationary devices. Fixed wireless is typically used for "last mile" connectivity to buildings.

Fixed Wireless Data is a class of technologies used to connect two fixed locations (e.g., buildings) with a radio or other wireless link. Typically, Fixed Wireless Data is part of a Wireless LAN infrastructure. The purpose of a Fixed Wireless Data link is to enable data communications between the two sites or buildings. Fixed Wireless Data links are often an alternative to cables between the buildings.

Fixed Wireless Services is not associated with Wi-Fi, WiMAX or other mobile wireless networking technologies, which are designed for low bandwidth data communications with a PC or other end-user workstation.

MANAGED SERVICES – LOT 3

INTERNET ACCESS SERVICES

Refers to the means by which users connect to the Internet. Internet Access services connectivity and bandwidth options such as but not limited to:
Dial-up, Dedicated, xDSL, Broadband Cable, ISDN, Wireless broadband.

INTERNET SERVICES

Internet Services refers to a broad range of technologies used for web development, web production, design, networking, and e-commerce. The service also covers internet programming, website maintenance, internet architect, and web master.

This RFP is to provide Authorized Users with a large array of Internet services.

Internet services include but not limited to:

- Internet Access Services including email, web, ftp, news groups, and others
- Hosting Services including Web pages, Applications and others
- Host name registration services for host names in non-government domains
- Web site design and management services
- Portal Services
- VPN Services
- Other Internet services and hosting services as determined by OGS.

CO-LOCATION SERVICES

Co-location services provide flexible choices for space and connectivity in a highly controlled, carrier-neutral environment. Co-location facility space is built according to uniform environmental and security standards such as but not limited to:

- Security - Multi-layer security control procedures, biometric access control, and 24 x 7 closed-circuit video and alarm monitoring.
- Power - Uninterruptible redundant AC and DC power solutions meeting all types of Authorized Users needs.
- Cooling - HVAC redundant design with appropriate air distribution.
- Fire Suppression - Smoke detection system above and below raised floor; double-interlock, pre-action, dry-pipe fire suppression.
- Cable Management and Ladder Racking - Providing access to all cabling absent from obstructions.

MULTIPROTOCOL LABEL SWITCHING SERVICES (MPLS)

MultiProtocol Label Switching refers to a data-carrying mechanism which emulates some properties of a circuit-switched network over a packet-switched network. MPLS can provide a unified data-carrying service for both circuit-based clients and packet-switching clients. It can be used to transport various kinds of traffic, including IP packets, ATM, SONET, and Ethernet frames to provide voice, image, data and video services.

MOBILE WIRELESS SERVICE

A mobile wireless that uses a network of short-range transmitters located in overlapping cells throughout a region, with a central station making connections to regular telephone lines. Mobile Wireless service and devices that allow for Mobile Wireless voice/data communications such as but not limited to Cellular, PCS, Satellite, etc.

AUDIO CONFERENCING SERVICES

An audio communications session among three or more people who are geographically dispersed. It is provided by a conference function in a PBX or multi-line telephone or by telecommunications companies.

VIDEO CONFERENCING SERVICES

A real-time video session between two or more users or between two or more locations. Videoconferencing may comprise any number of end points.

INTERACTIVE VOICE RESPONSE SERVICES (IVR)

An automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real-time. The caller responds by pressing digits on the telephone or speaking words or short phrases.

STUDENT RESALE SERVICES

Service Type 1 - Partial In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal and the institution is the customer of record. The institution requires that the Call Detail Records (CDR), collected by the institution's equipment, (or as provided by the local operating company in the case of a Centrex system) be used by the Contractor or a third party to process monthly invoices. All calls are to be invoiced based upon Personal Identification Numbers (PINs) at least seven digits in length, which will be assigned by the institution and which will be included on the CDR data for every chargeable call. The Student Resale rate schedule shall be determined by the institution. Collections are performed by the institution. A report will be provided each month with the delivery of the invoices, which reconciles the number of recorded calls with the number of calls invoiced per student invoiced.

Service Type 2 - Total In-house Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal, and the institution is the customer of record. Generally the institution markets the program, provides authorization codes, generates invoices, and performs collections. The Contractor shall provide some marketing assistance.

Service Type 3 - Provider Program: Outbound local and long distance usage is billed to the institution at the rates given in the Bidder's proposal. The institution is the customer of record for the bulk outbound costs. The student is the customer of record for student invoiced calls. The Contractor furnishes network based Personal Identification Numbers (PINs) at least seven digits in length, customized cards, dialing instructions, marketing, call detail collection, invoicing, and collections. The Contractor shall be responsible for all uncollectable and fraud. The Student Resale rate schedule shall be mutually agreed upon by both the Contractor and the school. In the alternative, the service provider can be the customer of record for usage, both local and long distance. A help desk and/or billing inquiry 800 numbers and related staff will be provided. Monthly usage reports will be produced to document and support the commissions paid.

Student Calling Card Program: Using local outbound facilities, such as Direct Outward Dial trunks or Centrex lines, for on-campus students and local residential lines for off-campus students, students will place calls using one of the following:

A pre-paid calling card
A standard calling card

BROADCAST COMMUNICATIONS SERVICE

In order to be recommended for a contract award for Broadcast Communications Services, bidders must respond to this section of the RFP document.

Broadcast Communications Services will be utilized for any and all of the following: image, data, voice and video services. This includes, but is not limited to, various television services, such as cable-based, satellite, IPTV or internet. The service may be based upon IP or other methodologies. Bidders must propose services that meet the requirements outlined in this section.

EMERGENCY NOTIFICATION SERVICES

In order to be recommended for a contract award for Emergency Notification Services, bidders must respond to the requirements of this section of the RFP document.

Bidders must propose Emergency Notification Services that meet the minimum requirements outlined in this section. Emergency Notification Services may be voice or data, but do not include in-house notification systems such as nurse call or intercom paging systems.

FEES AND SURCHARGES

Fees, surcharges, or other expenses, including any FCC surcharge(s) are identified in the pricing sheets. Fees, surcharges or adjustments that are not identified in the pricing sheets may not be charged without the prior approval of the State.

BILLING DISCREPANCIES

Contractors are required to resolve billing discrepancies within 60 days of notification of same by the Authorized User. The thirty-day prompt payment requirement of the State finance law is stopped when the Contractor is notified by the agency about a billing discrepancy. Paging services must be continued under this contract regardless of the account payment status until the agency notifies the Contractor to discontinue service or written notice is served as detailed above.

STATE AGENCIES

Non-payment by State Agencies exceeding 60 days will not automatically result in discontinuance of service. Unresolved issues of this nature must be referred to the OGS Procurement Services Group. Only on receipt of approval from to the OGS Procurement Services Group can service be discontinued for non-payment. Although the OGS Procurement Services Group can assist in the resolution of such problems, the OGS Procurement Services Group is not responsible for payment of a State Agency's service.

NON-STATE AGENCIES

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such non-State Agencies and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

RATES

Reference the Pricing Section of the Contract Award

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Authorized User:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, Floor 37
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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