



Contract Award Notification

Title	:	Group 77017 – Comprehensive Telecommunications Services (Statewide) Classification Code(s): 43, 45, 81, 83
Award Number	:	<u>20268</u>
Contract Period	:	August 16, 2007 – August 15, 2018 (or as extended to September 15, 2019)
Date of Issue	:	August 30, 2007 (Revised May 10, 2019)
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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**Procurement Services 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.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PS64716	American Messaging Services LLC 1720 Lakepoint Dr., Suite 100 Lewisville, TX 75057	214-222-6493	22-3724253 1000004631
PS63306	AT&T 1762 Central Avenue Albany, NY 12205	518-698-7531	13-4924710 1000006563
PS63069 SB/MBE	BestWeb Corporation 25 South Riverside Avenue Croton-on-Hudson, NY 10520	914-271-4500 x201	13-3886836 1100000740
PS63855	Cablevision Lightpath Inc. 1111 Stewart Avenue Bethpage, NY 11714	516-803-5730 x35730	11-3052355 1000024561
PS63766	Cellco Partnership d/b/a Verizon Wireless One Verizon Way Basking Ridge, NJ 07920	315-778-9444	22-3372889 1000008838
PS63071	CenturyLink Communications LLC 1801 California Street, Suite 3400 Denver, CO 80202	631-239-6687	04-6141739 1000000078
PS67518	Crown Castle Fiber LLC f/k/a Lighttower Fiber Networks, II, LLC 80 Central Street Boxborough, MA 01719	617-848-3026	01-0570431 1100034303
PS64718 WBE	DiRAD Technologies, Inc. 9 Corporate Drive Clifton Park, NY 12065	518-438-6000 x250	14-1655746 1000001741
PS63100	Eureka Telecom Inc. d/b/a Infohighway Communication Corporation 2700 Westchester Ave., Suite 421 Purchase, NY 10577	518-560-6767	13-3793720 1000006460
PS64719	Everbridge, Inc. 25 Corporate Drive Burlington, MA 01803	781-859-4094	26-2919312 1000057556
PS64720	Fiber Technologies Networks LLC 300 Meridian Centre Rochester, NY 14618	617-848-3026	16-1574613 1100001049
PS64721	Frontier Communications of America Inc. 3 High Ridge Park Stamford, CT 06905	518-844-9423	06-1381497 1100010690

PS64724 WBE	Gioia P Ambrette, Inc. d/b/a Newcastle Communications 1201 Broadway, Suite 1010 New York, NY 10001	212-780-9680 x 111	13-3132807 1000012967
PS64722	Hughes Network Systems LLC 11717 Exploration Lane Germantown, MD 20876	301-601-2674	11-3735091 1100004361
PS63070	Paetec Communications, LLC 13 Cornell Road Latham, New York 12110	518-560-6767	16-1551095 1000008354
PS64728	Spok, Inc. (formerly USA Mobility Wireless, Inc.) 6850 Versar Center, Suite 420 Springfield, VA 22151	512-243-6147	91-1199104 1000005045
PS63853	Sprint Solutions, Inc. 12502 Sunrise Valley Drive Reston, VA 20196	914-703-4255	47-0882463 1000055921
PS67808	Time Warner Cable Northeast LLC d/b/a Spectrum 20 Century Hill Drive Latham, NY 12110-2116	518-640-8574	45-4593341 1100188307
PS64726	TVC Albany, Inc. d/b/a/ First Light Fiber 41 State Street Albany, NY 12207	585-433-6697	01-0656735 1000010891
PS64727	T-Mobile USA Inc. 12920 SE 38th St. Bellevue, WA 98006	646-420-1108	91-1983600 1000053202
PS63765	Verizon Business Network Services Inc. 11 Wards Lane- Floor 2 Menands, NY 12205	518-426-2161	13-2745892 1000012731
PS63101	West Unified Communication Services, Inc. 8420 W. Bryn Mawr Suite 400 Chicago, IL 60631	973-343-6729	58-1942497 1000004945

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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.**

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein

APPENDIX B-1:

Appendix B, Office of General Services General Specifications dated July 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A.

CONFLICT OF TERMS AND CONDITIONS:

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. Appendix A (Standard Clauses for NYS Contracts)
- b. Mini-Bid Project Definition if applicable and in accordance with the terms and conditions of the Back- Drop Contract.
- c. Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. Bid Documents (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. Contractor's Bid or Mini-Bid Proposal.
- f. Unincorporated Appendices (if any).

DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation for Bids or through the OGS website (www.ogs.ny.gov).

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

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 **

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.

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.gov.ny.us/purchase/snt/othersuse.asp>

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
- 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	

For a complete listing of the Services Awarded and Coverage Area Served please refer to the Services Awarded By Contractor link on the Contractor Information Summary

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268Lots.xlsx>

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.ny.gov>

(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
- T1 / Fractional T-1 Circuits
- 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)

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

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.

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 911 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.

A. Primary Service Components.

The primary service components for the Services are as follows:

1.1 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

1.2 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 newfeed. 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 <ul style="list-style-type: none"> ◆ 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 <ul style="list-style-type: none"> ◆ 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 <ul style="list-style-type: none"> ◆ Hinge assembly replacement ◆ Housing replacement ◆ Camera replacement ◆ Flip replacement ◆ LCD/touch screen replacement ◆ Wireless data card replacement ◆ Exchange due to level 3 issues 		\$55 per phone, per Incident	

Per Incident Service & Repair Options	Turnaround Time	Pricing	
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	No charge for customers enrolled in Total Equipment Protection or Equipment Service & Repair Program

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 (vandalism, 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 inoperable unit, New York customer 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 recurring 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.

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.

Time Warner Cable Northeast LLC d/b/a Spectrum

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.

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, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242