

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
1	Solicitation	Section 2 Scope	16 of 71	5th paragraph, it is stated" The Telecommunication Provider shall not offer stand-alone Third Party Products or Services through resulting Contract." Please define what is meant by "stand-alone Third Party Products or Services" more clearly. (reason I am asking this is in reference to our ability to offer E-Reach services (For example, for customer sites that aren't within our serving areas called, "Off-net" Ethernet services can be provided by Vendor X approved 3rd party carriers & partners, but Vendor X bills & opens trouble tickets for the service).	Please see revised Solicitation Section 2 - Scope and revised Section 2.4 - Products and Services Excluded from Scope.
2	Solicitation	Questions about Lot1 & Lot 2	17 of 71	Will a bidder be disqualified if we cannot or do not provide every single service listed in Sect 2.1 and 2.2 (page 17 of 71). (For example, we do not provide Fixed Wireless Services por Cable Television Services in some of the exchanges in the NY Counties we serve).	No.
3	Solicitation	3.2.5 Proposed Price List SKU Numbers	24 of 71	What if our company does not use SKU Numbers?	Per Solicitation Section 3.2.5 - Proposed Pricelist, "SKUs may be equal to the Service's Name." Additionally, per Attachment 2 - Pricing, Fields tab, "SKUs must be unique and cannot be the same as any other SKU on the pricelist."
4	Solicitation	3.2.5.5 Exclusion of Added Cost	24 of 71	What types of surcharges? Is there documentation the state can provide?	The types of surcharges that are associated with the telecommunication services that are within the Scope of this Solicitation. For example: if a Bidder believes that it has the authority to pass the New York State Gross Revenue Tax Surcharge on to an Authorized User, the Bidder should state the authority to do so in Attachment 2b - Taxes and Surcharges. More information on telecommunication taxes and surcharges is available at this link: www.dps.ny.gov/TelecomTaxesSurcharges.html
5	Solicitation			Is a Competitive Local Exchange Carrier (CLEC) registered with the FCC and licensed to provide telecommunication services in the state of New York elliable to bid on this solicitation?	Please see Solicitation Section 2 - Scope and Section 3 - Bidder Requirements and Qualifications to determine Bidder's eligibility.
6	Solicitation	6.7		What is the minimum possible service period available to an Authorized User?	As per revised Solicitation Section 6.7 - Service Period, Bidder must not impose any minimum Service period for Services requested pursuant to the Contract resulting from this Solicitation, except for promotional pricing available to all Authorized Users which has been approved in advance by OGS through the Appendix C - Contract Modification process.
7	Attachment 2 - Pricing			Would it be possible for OGS to provide a list of SKUs they are currently using to best match with Contractor services? While we understand the need for such SKUs it would be helpful to have a starting point with which to align our services and service descriptions.	Per Solicitation Section 3.2.5 - Proposed Pricelist, "SKUs may be equal to the Service's Name." Additionally, per Attachment 2 - Pricing, Fields tab, "SKUs must be unique and cannot be the same as any other SKU on the pricelist."
8	Solicitation			Upon issuance of a purchase order are additional, differing, or modified terms and conditions allowable at the purchase order level.	Please see Appendix B Section 26 - Modification of Contract Terms.
9	Solicitation			Given that answers to 2nd Round Questions will not be available until May 13th, Contractor politely requests an extension to the existing due date of May 22nd to provide time to review those answers. Contractor proposes a new due date of June 22nd.	Please see revised Solicitation Section 1.6 Key Events/Dates.
10	Solicitation	3.1.3	21	Where in the Attachment 1 is the Executive summary to be included? Should the vendor add a tab entitled Executive Summary? Experience information must be provided in Executive Summary format in Attachment 1 – Administrative Information, Bidder Disclosures tab. At a minimum the Executive Summary must address all of the following: 1. An affirmative statement that Bidder has been in continuous operation for the past three (3) years (from March 2016 to March 2019) providing Telecommunication Connectivity Services. 2. Proof of experience in the delivery of Telecommunication Connectivity Services to Government Entities. Bidder should include in their Executive Summary, at minimum: a. Actual number of years/months experience with Governmental Entities; and b. A comprehensive list of Government Entities serviced during the time period in subsection a above.	As per Attachment 1 - Administrative Information, provide the information in the requested format on the USB Flash Drive. As per Section 4.2.1 - Electronic Bidder Submissions, Bidder Submissions shall be saved in separate unprotected files in Microsoft Office products (Word and Excel) in product release 2010 or higher, or searchable PDF.

11	Solicitation	3.2.1	21	<p>Where in the Attachment 1 is the Description of Services to be included? Should the vendor add a tab entitled Executive Summary?</p> <p>Bidder must describe via Attachment 1 – Administrative Information, Bidder Disclosures tab the Telecommunication Connectivity Services that it will be offering under each Lot. The Telecommunication Connectivity Services provided must be commercially released and available for purchase through the Telecommunication Provider's normal marketing channels. An alpha, beta, experimental, or unannounced Service shall not be offered. Bidder's description must include the following regarding the Service being proposed:</p> <ol style="list-style-type: none"> 1. a detailed narrative; 2. technical specifications; 3. minimum and maximum amount of Data that can be transmitted; 4. information pertaining to the available features; 5. required Network or System specifications that allow the Service to operate; 6. how the Service will be provided, including any Physical Service Connection Charges; 7. an affirmative statement from the Telecommunication Provider that it shall not collect, store, or act upon any Authorized User Data transmitted through the Service; and 8. an affirmative statement from the Telecommunication Provider that the described Service is within Scope and does not conflict with the terms and conditions of this Solicitation and the resulting Contract. 	<p>Please see revised Solicitation Section 3.2.1 - Description of Services. Description of Services will now be provided in Attachment 2 - Pricing, Service Description tab. Please provide the descriptions in the requested format on the USB Flash Drive. As per Solicitation Section 4.2.1 - Electronic Bidder Submissions, Bidder Submissions shall be saved in separate unprotected files in Microsoft Office products (Word and Excel) in product release 2010 or higher, or searchable PDF.</p>
12	Attachment 2 - Pricing			<p>Is access pricing separate from port pricing? When pricing MPLS or Internet options, the assumption is we are pricing out the port as one item and the access as another, much like the last contract</p>	<p>In this case, Contractor may include one SKU for the port pricing, a separate SKU for the access pricing, or one SKU that combines port pricing with access pricing. In any case, SKUs and Services offered on Bidder's Attachment 2 - Pricing must match SKUs and Services offered on Bidder's documentation of reasonableness of price. Additionally, per Attachment 2 - Pricing, Fields tab, "SKUs must be unique and cannot be the same as any other SKU on the pricelist."</p>
13	Attachment 2 - Pricing			<p>What increments (MBs) do you want to see fro VOIP/Internet/MPLS? Are we looking at T1 Accesses(1.5-10.5MB). Regarding Fiber pricing, are we starting at 10MB and go up 10 GIG in 10MB increments for 10-100MB and in 50MB increments from 100-1 GIG? GIG increments from 1-10 GIG?</p>	<p>Contractor may offer pricing in any increment it chooses so long as each SKU is unique. SKUs and Services offered on Bidder's Attachment 2 - Pricing must match SKUs and Services offered on Bidder's documentation of reasonableness of price.</p>
14	Attachment 2 - Pricing			<p>Although this is a 5yr contract, the end user sees this as a month to month correct? When an end user(Town, Public school, Agency, signs a NYS OGS PO, they see the term as month/month, whereas they can cancel at any time</p>	<p>The resulting Contract will be in effect for a term of up to 5 years, and the Contractor must adhere to a consistent monthly invoicing cycle. Please see Solicitation Section 7.4.1 - Base Term, Section 7.8.2 - Required Invoicing Cycle.</p>
15	Attachment 2 - Pricing			<p>From a pricing standpoint and not knowing the breakdown of bandwidths NYS is looking for, and we will not know until May 15, we are asking for an extension, as has been requested by others</p>	<p>Please see revised Solicitation Section 1.6 Key Events/Dates.</p>
16	Solicitation	1.6	10	<p>Please consider a 60 day extension due to the complexity of your requested deviations from your existing contract and the request to include all deviations in your bid submission.</p>	<p>Please see revised Solicitation Section 1.6 Key Events/Dates.</p>
17	Solicitation	1.11	14	<p>SKU numbers are not always assigned to all services, as such it is not possible to comply with this request for every service. Would you consider an exception to this requirement.</p>	<p>No. Per Solicitation Section 3.2.5 - Proposed Pricelist, "SKUs may be equal to the Service's Name." Additionally, per Attachment 2 - Pricing, Fields tab, "SKUs must be unique and cannot be the same as any other SKU on the pricelist."</p>
18	Solicitation	2.1 and 2.2	17	<p>In regards to the access (Last Mile) to support the services in Section 2.1 and 2.2.Can Vendor X provide a sampling of locations, including the address and NPA/NXX? This will allow vendors a sampling to assign appropriate pricing. A sampling will allow Vendor X to price Ethernet Access. On the NYS CTS Contract today, NYS OGS did accept ICB for Ethernet Access, please reconsider ICB pricing for Ethernet Access.</p>	<p>OGS respectfully declines to make the requested changes. Please see revised Solicitation Section 3.2.5.8 - Physical Service Connection Charge.</p>
19	Solicitation	6.2	40	<p>In regards to the Connection of the last mile, it is extremely difficult to price the the physical connection, if needed, to support a buildout for an unknown physical location. Normally a site survey for a build out is needed. Please consider providing the predefined information or allow for an ICB response for a line item to accommodate this type of request for the outside of the building. Without specific predefined information like location, your request is not feasible. A provision for ICB is requested.</p>	<p>OGS respectfully declines to make the requested changes. Please see revised Solicitation Section 3.2.5.8 - Physical Service Connection Charge.</p>
20	Solicitation	6.7	42	<p>Under the NYS CTS, NYS ITS has issued in the past, and is still actively issuing solicitations for 12, 24, and 36 month pricing. Will this type of RFQ request continue to occur under Solicitation 23100 /this award? If so, this statement , " Contractor must not impose any minimum service period for Services requested pursuant to the contract resulting from this Solicitation" is potentially in direct conflict with future RFQ requests. Please consider some type of early termination penalty for 12, 24, or 36 month pricing as the user is given an improved rate, but you are not allowing an early termination penalty. Please consider this option.</p>	<p>Please see revised Solicitation Section 6.7 - Service Period.</p>
21	Solicitation	6.27	47	<p>Suspension of Services, based on the service provided cannot be provided and would have to be a cancel and reinstall of services. Please reconsider removing this requirement and making it option, so the end user can consider their options when deciding on vendors. There is not an industry standard for suspending Dedicated Circuits, they are either active or disconnected.</p>	<p>Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.</p>
22	Solicitation	6.36.3	52	<p>Most of the vendors providing services will be dependent on a third party to respond to the last mile for some of their services. Please consider more flexible response times when a third party is involved in response to repair times due to the access provider constraints. As this limits most vendors to be able comply.</p>	<p>OGS respectfully declines to make the requested change.</p>
23	Solicitation	6.36.4	52	<p>Depending on services provided, support for those services vary. Maintenance is staffed 24 x7, however Provisioning of Services is not. Please consider some flexibility for the vendor to share their capabilities by service and allow the user to decide on the vendor based on those capabilities.</p>	<p>OGS respectfully declines to make the requested change.</p>

24	Solicitation	7.5	54	Thank you for incorporating new section 3.2.5.5. for current taxes and surcharges posted, however it is difficult to identify every charge for every service for the life of this contract. Please consider modifications over time for these charges as they vary.	Pass through taxes, surcharges, fees, or other charges which are not justified in the original bid submission will not be approved in the initial Contract award. However, Contractors may justify such items during the contract term using Appendix C - Contract Modification Procedures and Attachment 2b - Taxes and Surcharges.
25	Attachment 2b - Taxes and Surcharges	Attachment 2.b		It will be difficult, if not impossible to identify every possible charge for every service for the life of this contract. Please consider modifications over time as fees vary.	Pass through taxes, surcharges, fees, or other charges which are not justified in the original bid submission will not be approved in the initial Contract award. However, Contractors may justify such items during the contract term using Appendix C - Contract Modification Procedures and Attachment 2b - Taxes and Surcharges.
26	Solicitation	1.7	10	Can NYS OGS issue an extension on Due Date? The amount of time that has been given to Vendors to review and seek all approvals for all T's and C's is inadequate. At this point it is still premature for Vendor X to know whether or not they can comply to all T's and C's.	Please see revised Solicitation Section 1.6 Key Events/Dates.
27	Solicitation	2.1	17	The statement " The Telecommunications provider shall only collect, store, or act upon Authorized User Data transmitted through its Voice Connectivity Services with the express Written consent of the Authorizer User" is a challenge for Vendor X to comply with, please reword or strike this sentence.	Please see revised Solicitation Section 2.1 - Lot 1 - Voice Connectivity Services.
28	Solicitation	3.2.3	23	Net Neutrality Language, not sure if Vendor X can agree to this language? Please note, Net Neutrality is an ongoing topic in the industry, not sure Vendor X can agree to this clause for the life of the contract?	OGS respectfully declines to change Solicitation Section 3.2.3 - Net Neutrality.
29	Solicitation	3.3.1	32	While Vendor X may be able to comply with the Designated Personnel, it may add cost to the pricing, please consider striking some of the resources required for this solicitation.	OGS respectfully declines to make the requested change. Please note per Solicitation Section 3.3.1 - Designated Personnel / Contract Information, "The bidder will provide the following Designated Personnel for the duration of the resulting Contract at no charge to the State." Additionally, as per Attachment 1 - Administrative Information - Instructions Tab, "Duplicated contact information is not recommended but will be accepted."
30	Solicitation	6.2.1	40	Standards and Codes: Risk associated with this for Vendor X, please strike this section	OGS respectfully declines to make the requested change.
31	Solicitation	6.2.4	40	On Site Work: Risk associated with this for Vendor X, please strike this section	OGS respectfully declines to make the requested change.
32	Solicitation	6.2.7	41	Cable Placement Records: Risk associated with this for Vendor X, please strike this section	OGS respectfully declines to make the requested change.
33	Solicitation	6.3	41	Interoperability: Risks associated with this for Vendor X, please strike this section	OGS respectfully declines to make the requested change.
34	Solicitation	6.5	41	No Termination Fees? Will RFQ's be allowed to request 12, 24, 36 month pricing? If so, there needs to be Termination Fees for a Term Commitment, please reconsider this language.	Correct, as per Solicitation Section 6.5 - No Termination Fees. As per revised Solicitation Section 6.7 - Service Period, Bidder must not impose any minimum Service period for Services requested pursuant to the Contract resulting from this Solicitation, except for promotional pricing available to all Authorized Users which has been approved in advance by OGS through the Appendix C - Contract Modification process.
35	Solicitation	6.6	42	No Charges? If Authorized User orders more Data etc., appropriate charges will apply. Please reconsider this language.	Service Level Agreements will not be reviewed by OGS or included in any contracts resulting from this Solicitation. In accordance with Appendix B, Section 26, Modification of Contract Terms, a Contractor and Authorized User may agree to additional terms and conditions (e.g., a service level agreement) only when such terms and conditions are more advantageous for the Authorized User and comply with all other requirements and limitations of Appendix B, Section 26, Modification of Contract Terms.
36	Solicitation	6.7	42	No Minimum Service Period? Will subsequent RFQ's under this solicitation be requesting 12, 24, or 36 month pricing? If so, there would be a service period, please reconsider this language	As per revised Solicitation Section 6.7 - Service Period, Bidder must not impose any minimum Service period for Services requested pursuant to the Contract resulting from this Solicitation, except for promotional pricing available to all Authorized Users which has been approved in advance by OGS through the Appendix C - Contract Modification process.
37	Solicitation	6.8.2.7	43	Can you please strike the 5 day clause, relating to filing for subcontractor for an authorized user agreement?	OGS respectfully declines to make the requested change.
38	Solicitation	6.1	43	3rd Party Network Facilities: Can you please strike this section, risk associated by Vendor X with this section	OGS respectfully declines to make the requested change.
39	Solicitation	6.13	43	Network Security Administration: Vendor X not sure if can comply with this section in it's entirety	Please see revised Solicitation Section 6.13 - Network Security Administration
40	Solicitation	6.17	46	Voice Data Conversion: Vendor X not sure if can comply with the , Contractor shall not collect or store any Authorized User Data transmitted through these devices, please reconsider striking this sentence?	Please see revised Solicitation Section 2.1 - Lot 1 - Voice Connectivity Services.
41	Solicitation	6.35	50	Service Levels: NYS OGS is seeking Custom Service Levels, compliance to your request is still being evaluated. Vendor X asks NYS to accept the Standard Service Level Agreements for Vendor X's Products and Services in this solicitation?	OGS respectfully declines to make the requested change.
42	Solicitation	6.36.3	52	Response and Repair Times for Service Issues: Vendor X normally has specific Repair times per Products, please reconsider this per product offering in Lot Group 1, 2, and 3?	OGS respectfully declines to make the requested change.
43	Solicitation	7.4.1	53	Base Term: Vendor X is reviewing this language. Why does the term have to be different for City Of New York Authorized Users?	OGS has agreed to extend the Contract Term for the City of New York. This applies only to the City of New York and its associated Authorized Users (for example: NYC Department of Education, NYC Department of Information Technology and Telecommunication, etc.), not all Authorized Users located within the city of New York.

44	Solicitation	7.5.3	54	Best Offer: Vendor X is reviewing this language and is NON-Standard language that requires approvals, thus having a Due Date Extension is prudent.	Please see revised Solicitation Section 1.6 Key Events/Dates.
45	Solicitation	7.5.4	54	Price Structure: Vendor X is reviewing this language and is NON-Standard language that requires approvals, thus having a Due Date Extension is prudent.	Please see revised Solicitation Section 1.6 Key Events/Dates.
46	Solicitation	7.7.1.1	55	Purchase Card Orders: Vendor X not sure if can comply for the duration of the contract?	Acceptance of Procurement Cards for the duration of the Contract Term is not a requirement. To make a change, please refer to Appendix C - Contract Modification Procedures.
47	Solicitation	7.7.2	56	Service Initiation and Change Order Time Frames: Non-Standard Order Time Frames, Vendor X will not be able to comply across all Lot Groups to this specific language across all Lot Groups.	Please see revised Solicitation Section 7.7.2 - Service Initiation and Change Order Time Frames.
48	Solicitation	7.7.3	56	Failure to Commence Service on Due Date: The likelihood of Vendor X being able to comply with this language is slim, please reconsider or strike this language?	Please see revised Solicitation Section 7.7.3 - Failure to Commence Service on Due Date.
49	Solicitation	7.7.4	56	Disconnect Service: This is NON-Standard language for Vendor X contracts, please strike this language and replace with 30 day clause for requested disconnect for Lots 1 and 2?	Please see revised Solicitation Section 7.7.4 - Disconnect Orders.
50	Solicitation	7.8	56,57	Non-Standard Request for Billing Items on Invoice, please also strike Contractor Federal ID Number, NYS Vendor ID Number, NYS Contract Number, Purchasing Order Number?	OGS respectfully declines to make the requested change. Per Solicitation Section 7.8 - Invoicing, the following fields <u>should</u> be included on each invoice: Contractor Federal ID Number, NYS Vendor ID Number, NYS Contract Number, Purchasing Order Number. (Emphasis Added)
51	Solicitation	7.9	59	Payments: Non Standard Lanaguge, Vendor X not sure if can comply, request this to be struck from the solicitation?	OGS respectfully declines to make the requested change.
52	Solicitation	7.11	61	Contractor Responsibility: Non-Standard Language: Vendor X requests striking of this section?	OGS respectfully declines to make the requested change.
53	Solicitation	7.11.1	61	Contract Administration: Non-Standard Language, Vendor X is requesting striking some of these resources for a contract with no commitment?	OGS respectfully declines to make the requested change.
54	Solicitation	7.11.7	63	Non-Standard Language: Vendor X requests this be updated to within 24 hours, as Sales Teams are on the road	OGS respectfully declines to make the requested change.
55	Solicitation	7.14	64	Accessibility of Web-based Information and Applications: Non-Standard Language: Vendor X reviewing this clause in it's entirety, ability to comply ,unknown at this time?	Bidder will be required to comply with Solicitation Section 7.14 - Accessibility of Web-Based Information and Applications Policy.
56	Solicitation	7.16.1 and 7.16.2	65	All Reporting is not defined for Authorized Users yet, how does NYS OGS expect Vendor's to comply to the unknown scope?	All Authorized User reporting requirements will be defined by the Authorized User in their Request for Quote.
57	Solicitation	7.21.1	76	Compliance with Federal , State, and Local Regulations. Unknown if Vendor X can comply to this NON-Standard request yet, due to limited time to review?	Bidder will be required to comply with Solicitation Section 7.21.1 - Compliance with Federal, State and Local Regulations.
58	Solicitation	7.22	69	Network Security : Vendor X has not had sufficient time to review this entire section yet, thus not sure if Vendor X can comply or not yet?	Bidder will be required to comply with Solicitation Section 7.22 - Network Security.
59	Solicitation	7.22.2	69	Requests for Data by Third Parties: Vendor X has not had sufficient time to review this, thus not sure if Vendor X can comply or not?	Bidder will be required to comply with Solicitation Section 7.22.2 - Requests for Data by Third Parties.
60	Solicitation	7.22.4	70	NYS ITS Policies: Vendor X has not had sufficient time to review this, thus not sure if Vendor X can comply or not ?	Bidder will be required to comply with Solicitation Section 7.22.4 - NYS ITS Policies.
61	Solicitation	7.23.5.1	70, 71	Legacy Services: Vendor X has not had sufficient time to review this, thus not sure if Vendor X can comply or not?	Bidder will be required to comply with Section 7.23.5 - Legacy Services or Legacy Devices.
62	Solicitation	8.2	74	Standards Compliance: Vendor X has not had sufficient time to review this, thus not sure if Vendor X can comply or not?	Bidder will be required to comply with Solicitation Section 8.2 - Standards Compliance.
63	Solicitation	8.5	75	Required Records: Vendor X has not had sufficient time tot review this, thus not sure if Vendor X can comply or not?	Bidder will be required to comply with Solicitation Section 8.5 - Required Records.
64	Solicitation	2.1 [and 2.2]	17	Bidder is requires the right to disclose Authorized User Data as required by law or regulation or by the American Registry for Internet Numbers (ARIN) or similar regulated functions. Please clarify whether the requirement to obtain written consent of the authorized user to act upon authorized user data is intended to prohibit disclosures specifically authorized by law or statute or otherwise necessary to protect Bidder's legal rights to defend itself from claims of civil or criminal liability or where circumstances suggest that individual public safety is in peril.	Please see revised Solicitation Section 1.1 - Introduction for revised language regarding disclosure of Authorized Users' information.
65	Solicitation	3.2.6	26	Clarify that Vendor X will not be required to disclose any additional information requested by OGS that Vendor X deems confidential or is subject to obligations of confidentiality.	Solicitation Section 3.2.6 - Reasonableness of Price, All required information contained in reasonableness of price documentation should be free of restrictions on confidentiality or claims of confidentiality. OGS will not enter into a Non-Disclosure Agreement (NDA) for Bidders who assert that information contained in their reasonableness of price documentation is confidential. Please see Appendix B - Section 6 - Confidential/Trade Secret Materials for further information.
66	Solicitation	6.2.8	40	Please clarify the intent of this language. Contractor agrees that it shall provide for the repair and maintenance of such cables, wiring and associated Equipment that are owned or leased by Contractor and used to deliver the Services, but not Equipment owned or leased by any third party.	Contractors are responsible for maintenance and repair of Equipment and cabling used to provide Contractor's Telecommunications Connectivity Services. If the third party referenced in this question is the Authorized User, then Contractor is not responsible for maintenance and repair of third party/Authorized User Equipment.
67	Solicitation	6.3	40	Please indicate how Authorized Users will inform Bidders with respect to the other services used by such authorized users for purposes of determining interoperability.	As per revised Solicitation Section 6.3 - Interoperability, "Contractor must work with Authorized User to determine whether or not a particular Service will be sufficient to meet an Authorized User's needs. Contractor shall include a statement regarding interoperability in every response to an Authorized User's request for quote, whether formal or informal."

68	Solicitation	7.5.3	52	If during the Contract Term, Vendor X offers special price promotions or discount pricing to other customers outside of the resulting contract that are subject to specific eligibility requirements that are not met by an Authorized User (e.g., price promotion targeted to retail customers within a specific neighborhood only) will Bidder be deemed to in breach of the resulting Contract if such special price promotion results in lower pricing to another customer and the same pricing is not extended to an Authorized User who is excluded under eligibility requirements?	OGS is unable to answer the question as asked, because any answer would be dependent upon the specific eligibility requirements of the special price promotion or pricing discount. Routinely, please refer to Appendix B - General Specifications Section 13(f)(iii), Pricing - Special Offers/Promotions Generally.
69	Solicitation	7.7.3	54	If Bidder proposes credits for failure to commence service on the due date, such credits would be subject to Bidder's standard exclusions with respect to site preparations or consents required to be performed by the Authorized User, and Bidder would like to confirm these standard exclusions can be included in the applicable Authorized User Agreement.	Please see revised Solicitation Section 7.7.3 - Failure to Commence Service on Due Date. Authorized User may provide in their Authorized User Agreement a plan for acceptance of an alternative date for commencement of Services, including consequences for that plan not being met by either party.
70	Solicitation	7.9.3	57	Please clarify the process with respect to (a) payment disputes that are not disputed in good faith (i.e., for purposes of avoiding payment) or (b) extended payment disputes that remain unresolved. In such instances, will Bidders be permitted to provide Authorized Users with past due notices and/or suspension notices (e.g., if there is a disputed charge on the Authorized User's invoice that remains in dispute for over 90 days or more)?	Please see Appendix B - General Specifications Section 46 - Default - Authorized User.
71	Solicitation	7.11.8	60	Please clarify whether the intent is that Bidders resolve technical issues that arise even if they are not due to any failure or fault by Bidder but rather by a third party.	Contractors are responsible for all aspects of providing the Telecommunication Connectivity Services, including technical issues that may arise. However, if the third party is the Authorized User, then Contractor may not be responsible.
72	Solicitation	7.13	61	Does OGS have current plans to implement a web-based system? Does OGS expect that Bidders will execute contracts with any third party vendor of such system in order to participate?	There is already a web-based e-procurement system in place. However, at this time OGS has no intention of including this Contract award on this system.
73	Solicitation	7.16	61-62	Will Authorized Users inform Bidders at the time of PO or RFQ of any required reports?	Yes. All Authorized User reporting requirements will be defined by the Authorized User in their Request for Quote.
74	Solicitation	7.23.5	66-67	1.) If all affected Authorized Users are not migrated to a new Service within the 12 month period by no fault of Contractor, will Contractor still be obligated to continue to provide maintenance and support? 2.) Also, would Contractor be expected to continue to provide maintenance and support on Legacy Service if all affected Authorized Users have been migrated to a substitute service but are not satisfied with the new service (i.e., the new service is not "equal or better")?	1.) Per Solicitation section 7.23.5 - Legacy Services or Legacy Devices, Contractor will be required to provide support for a period no less than 12 months. Any support that is required beyond 12 months would be subject to the mutual agreement of the Contractor and the Authorized User. 2.) Per Solicitation Section 7.23.5 - Legacy Services or Legacy Devices, "Contractor must migrate the Authorized User to an equal or better Telecommunication Connectivity Service at an equal or lower price."
75	Solicitation	8.2	70	Please clarify whether OGS requires Contractor's compliance with Service standards in addition to ANSI and ITU.	Additional requirements, such as complying with industry standards, may be added as part of the request for quote process, whether formal or informal.
76	Appendix B - General Specifications (April 2016)	14 Site Inspection	5	Is it OGS's intent that Site inspections can be unilaterally required by an Authorized User? If so, will the Authorized User be responsible for the costs of such inspection?	Site inspection requirements may vary by Authorized User. Any applicable site inspection requirements would be set forth in the Authorized User's request for quote, formal or informal.
77	Solicitation	6.35	48	Will Bidder's proposed SLAs including applicable terms and conditions be included in the agreement with an Authorized User?	Service Level Agreements will not be reviewed by OGS or included in any contracts resulting from this Solicitation. In accordance with Appendix B, Section 26, Modification of Contract Terms, a Contractor and Authorized User may agree to additional terms and conditions (e.g., a service level agreement) only when such terms and conditions are more advantageous for the Authorized User and comply with all other requirements and limitations of Appendix B, Section 26, Modification of Contract Terms.
78	Solicitation	1.6	10	Vendor X respectfully requests OGS to extend the due date of solicitation 23100.	Please see revised Solicitation Section 1.6 Key Events/Dates.
79	Attachment 2 - Pricing	Geographic Location - Lot 1	Geographic Location - Lot 1	In order to ensure that we are accurately responding to the request for serviceability within the geographic locations, please confirm that serviceability indication of YES for Statewide can be chosen if the responding party can provide service to any, but not all, telephone exchanges within the listed counties of New York State.	Yes.
80	Solicitation	1.6	10	Bidder requests that OGS provide one additional Bidder questions period and a corresponding extension for the Solicitation due date.	Please see revised Solicitation Section 1.6 Key Events/Dates.
81	Solicitation	7.6 and 7.11.13	52 and 60	If Bidder submits additional terms in a Purchase Order or in response to an RFQ, will the Authorized User's acceptance of such PO or RFQ be deemed to be "authorization by the Commissioner" for purposes of the modification of contract terms procedure in Appendix B, Sec. 26? If not, how will Bidder be able to propose additional Service-specific terms (e.g., use restrictions or terms around non-infringing content transmitted by Authorized Users through the Services etc.) applicable to Authorized Users?	The Authorized User may agree to accept additional terms and conditions in accordance with Appendix B Section 26 - Modification of Contract Terms.
82	General	N/A	N/A	Corresponding changes to the comments, questions, and bid deviations previously submitted or submitted herein by Vendor X, may be proposed throughout the Solicitation in Vendor X's response.	Bidder is incorrect in its assumption that OGS will be negotiating with Bidders over the terms and conditions in the solicitation documents. As per Solicitation Section 1.8 - Bid Deviations, material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.

83	Solicitation	3.2.5.5	24	As required by law, Bidder must apply taxes unless all tax exempt documentation is presented by each Authorized User upon award. Can OGS build this requirement to present documentation into the clause? Additionally, given that taxability and regulatory classifications vary by customer and service location, Bidder requests acknowledgement by OGS that (i) Bidder cannot estimate all possible taxes, surcharges and fees, and (ii) that tax-exempt status shall not relieve Authorized Users of their obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of the Authorized User.	With respect to tax exempt documentation, please refer to Appendix B Section 8 - Taxes; and Solicitation Section 7.21.2 - Non-State Agencies Participation in Centralized Contracts. Pass through taxes, surcharges, fees, or other charges which are not justified in the original bid submission will not be approved in the initial Contract award. However, Contractors may justify such items during the contract term using Appendix C - Contract Modification Procedures and Attachment 2b - Taxes and Surcharges.
84	Solicitation	3.2.5.6	24	Bidder cannot anticipate all possible costs prior to final engineering, design and site visits for each service location. Please clarify how OGS wishes to address special construction charges should it arise where there is not existing infrastructure available? Bidder's not to exceed pricing assumes that special construction or equipment is not needed to extend its network into the Authorized Users facility or into off-net buildings.	OGS respectfully declines to make the requested changes. Please see revised Solicitation Section 3.2.5.8 - Physical Service Connection Charge.
85	Solicitation	3.2.5.7	24	For clarity, where special construction is required, does OGS require the application of such charges as an upfront one-time charge or will the Authorized User have the ability to amortize such charges should they choose to do so?	OGS respectfully declines to make the requested changes. Please see revised Solicitation Section 3.2.5.8 - Physical Service Connection Charge.
86	Solicitation	6.2.3	39	If Bidder is unable to install the service due to an Authorized User's actions or inactions (i.e. failure to deliver any required materials, support or information, to provide access to the service location), Bidder requests the right to apply trip fees for each subsequent trip necessary to perform the Service installation.	OGS respectfully declines to make the requested changes.
87	Solicitation	6.2.5	40	How does OGS propose Bidder and Authorized User remedy scenarios where, after final engineering, design and site visits, it is determined that Bidder is unable to use existing infrastructure?	Please see revised Solicitation Section 6.2.5 - Existing Infrastructure.
88	Solicitation	6.7	41	Bidder offers term based pricing which often times equates to lower monthly pricing for the Authorized User in exchange for a minimum Service period. For clarity, does OGS prohibit term based pricing under this RFP?	Please see revised Solicitation Section 6.7 - Service Period.
89	Solicitation	7.22	65	For clarity, Bidder implements reasonable measures to track, manage, and secure the connection between any Authorized User's Equipment or applications, including without limitation authentication or other security access procedures, and takes action if it discovers or becomes aware of any breach or compromise of the security of any Authorized User's Equipment, service, service location, Bidder's Equipment, or connection to the Bidder's Network; however, Authorized Users are responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the service location, service, and Bidder Equipment. Authorized Users are responsible for securing and maintaining any and all Authorized User Equipment, including, but not limited to, Private Branch Exchanges (including other non-Bidder switches), where applicable, and any applications accessible through use of Authorized User's Equipment. Bidder is not bidding on security services, and requests OGS' acknowledgment that Authorized Users are solely responsible for any conduct through and any charges incurred on Authorized User's Service account.	OGS respectfully declines to make the requested acknowledgment.
90	Solicitation	7.22.2	65	Bidder is required to disclose Authorized User Data as required by law (which may prohibit notice) or regulation or by the American Registry for Internet Numbers (ARIN) or similar regulated functions. Please clarify whether the requirement to obtain written consent of the authorized user to act upon authorized user data is intended to prohibit disclosures specifically authorized by law or statute or otherwise necessary to protect Bidder's legal rights to defend itself from claims of civil or criminal liability or where circumstances suggest that individual public safety is in peril.	As per revised Solicitation Section 7.22.1 - Access to Logs and Reports, by using this Contract, an Authorized User consents to OGS receiving the information listed on logs and reports.
91	Solicitation	7.22.5	66	Bidder is acting solely as a Conduit. A "Conduit" means a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. In the event Authorized Users transmit protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, Bidder requests acknowledgement from OGS and/or the Authorized User that Bidder is acting solely as a Conduit, and if the Authorized User stores any PHI on the voicemail or call recording feature of Hosted Voice Service, that Bidder and the Authorized User enter into a business associate agreement.	OGS respectfully declines to make the requested acknowledgment.
92	Appendix B - General Specifications (April 2016)	61 Product Acceptance	15,16	Bidder requests use of the benchmarks set forth in Bidder's Service Level Agreement (or specific SLA benchmarks established through this RFP process) as the criteria for determining acceptance or rejection.	Service Level Agreements will not be reviewed by OGS or included in any contracts resulting from this Solicitation. In accordance with Appendix B, Section 26, Modification of Contract Terms, a Contractor and Authorized User may agree to additional terms and conditions (e.g., a service level agreement) only when such terms and conditions are more advantageous for the Authorized User and comply with all other requirements and limitations of Appendix B, Section 26, Modification of Contract Terms.
93	Attachment 2 - Pricing			The State has previously stated that all pricing must be not to exceed and no ICB pricing will be allowed. While that fits the general commercial pricing model of the majority of services asked for under this RFP, it poses challenges with last-mile access. Will the State re-consider allowing ICB rates for certain types of last-mile access?	OGS declines to make the requested change. Please see Solicitation Section 3.2.5.8 - Physical Service Connection Charge.

94	Attachment 1 - Administrative Information			<p>Bidder would like to understand the process of incorporating any service exhibits and service level agreements as part of the Competitive RFQ process with an Authorized User.</p> <p>1) Based on OGS' response (3b.) to question #30, it appears that bidders are allowed to submit any proposed Service Level Agreements (SLAs) or similar additional terms and conditions as part of their Quote to be evaluated by the Authorized User. In the event of a conflict, the resulting Contract and Appendix A and Appendix B take priority over the Authorized User Agreement or Purchase Order.</p> <p>2) Section 30. PURCHASE ORDERS of Appendix B states, "Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User." Based on this language, please clarify if OGS, as the Contract holder, needs to approve bidder's forms, including service exhibits/SLAs, that bidder would submit with an Authorized User's Agreement/Purchase Order.</p> <p>3) Bidder anticipates including its SLAs during a Competitive RFQ with Authorized Users and believes there may be enforceability issues if OGS does not pre-approve such documents especially given the order of precedence set forth in 7.3 of the Solicitation. Can the State please explain the process of including approved SLAs with Authorized Users? Does the bidder need to send the SLAs to OGS for approval during a Competitive RFQ with an Authorized User or should bidder include its SLAs with its current bid submission for prior approval?</p>	<p>1) This is correct.</p> <p>2) Service Level Agreements will not be reviewed by OGS or included in any contracts resulting from this Solicitation. In accordance with Appendix B, Section 26, Modification of Contract Terms, a Contractor and Authorized User may agree to additional terms and conditions (e.g., a service level agreement) only when such terms and conditions are more advantageous for the Authorized User and comply with all other requirements and limitations of Appendix B, Section 26, Modification of Contract Terms.</p> <p>3) OGS will not review any Authorized User Agreements. As per Solicitation Section 1.8 - Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.</p>
95	Attachment 4 - Primary Security and Privacy Mandates			<p>Attachment 4 of the RFP list several significant federal and state laws, rules and regulations, policies, standards, and guidelines that Contractors must be aware of before doing business with the State. Other than a tool for achieving awareness, what is the purpose of Attachment 4?</p>	<p>Attachment 4 - Primary Security and Privacy Mandates is a compilation of laws, regulations, policies, standards, and guidelines of which the Bidder should be aware of before doing business with New York State. Authorized Users may be required to comply with all, some, or none of these laws, regulations, policies, standards, and guidelines. When making purchases off of the resulting Contract, Authorized Users should notify Contractors if any of these laws, regulations, policies, standards, and guidelines apply to Services being purchased.</p>
96	Attachment 4 - Primary Security and Privacy Mandates			<p>By submitting a bid for this RFP, will a bidder's services be deemed to be in full compliance with the list of legal requirements outlined in Attachment 4 of the RFP, as per Section 7.21.1 of the RFP there is language that states if required by OGS or an Authorized User, Contractor will provide verification of compliance with specific Federal, State and local regulations, laws and ITS standards that the Authorized User is required to comply with?</p>	<p>No. Attachment 4 - Primary Security and Privacy Mandates is a compilation of laws, regulations, policies, standards, and guidelines of which the Bidder should be aware of before doing business with New York State. Authorized Users may be required to comply with all, some, or none of these laws, regulations, policies, standards, and guidelines. When making purchases off of the resulting Contract, Authorized Users should notify Contractors if any of these laws, regulations, policies, standards, and guidelines apply to Services being purchased.</p>
97	Attachment 4 - Primary Security and Privacy Mandates			<p>Attachment 4 of the RFP states that security and privacy requirements should be outlined in the Authorized User Agreement prior to engagement of services. Can OGS please clarify if an Authorized User will explicitly list the specific service security and privacy requirements during a Competitive RFQ process?</p>	<p>When making purchases off of the resulting Contract, Authorized Users should notify Contractors if any of these laws, regulations, policies, standards, and guidelines apply to Services being purchased.</p>
98	Solicitation	Section 3.2.9	Page 28	<p>1) If an additional entity wants to submit a bid, would they have had to fill out the questionnaire six (6) months prior to the RFP?</p> <p>2) The entity has filled out in previous years but not within the last six months. Is it acceptable for the entity to fill out the questionnaire now before the bid is due?</p>	<p>1) No. Per Section 3.2.9 - New York State Vendor Responsibility, "the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date."</p> <p>2) Yes. Per Section 3.2.9 - New York State Vendor Responsibility, "the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date."</p>
99	Solicitation	Section 7.21.4	66	<p>Per Section 7.21.4 of the RFP, will OGS consider issuing an extension to the timeline for the migration of existing Purchase Orders or ordering documents to 180 days for those held by State Agencies and 120 days for those held by Non-State Agencies?</p>	<p>OGS respectfully declines to make the requested change.</p>
100	Solicitation	Solicitation Cover Page	1	<p>We request an additional 60 day extension for the due date in order to be able to adequately reply to the requirements stipulated by OGS. Only receiving responses to the second round of questions on 5/13 does not provide suitable timeframe for submitting a response by 5/22. Please understand that cost analysis for many services can not be undertaken until a response the second round of questions is received, and subsequent to that, review and approval for a bid of this scope and magnitude will require minimally 60 days on our part to complete.</p>	<p>Please see revised Solicitation Section 1.6 Key Events/Dates.</p>
101	General	Q&A round 1, question 237	28	<p>Please reconsider the ability to offer Individual Case Basis (ICB) price. Vendor believes this approach allows flexibility for both the customer and the vendor in unique situations (e.g., 10-100Gig bandwidth connections). Many other government entities both state and federal allow ICB pricing. NYS Tariffs also allow for ICB pricing. Complex network solutions require unique pricing based upon design requirements and locations served.</p>	<p>OGS respectfully declines to make the requested change.</p>

102	Solicitation	3.2.3 Attachment 1 – Administrative Information	23	Please revise the EO 175 Certification to match both the language in Section 3.2.3 and the language in the certification that accompanied the extension of the current CTS contracts to resolve inconsistencies between them. Please consider: "In accordance with the requirements of Executive Order No. 175, Contractor certifies that it will adhere to net neutrality principles in the provision of broadband internet access services regardless of delivery method unless the Commissioner, or her designee, determines that adherence to net neutrality principles for a particular purpose is not in the best interests of the State. Nothing in this certification supersedes any obligation or authorization a provider of broadband Internet access service may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable law, or limits the provider's ability to do so. As used herein, "net neutrality" means that Bidder will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application. The prohibition against blocking, throttling, or prioritization (other than paid prioritization) of internet content or applications does not apply to reasonable Network management practices.	Please see revised Attachment 1 - Administrative Information, EO 175 Certification tab.
103	Solicitation	3.2.5.8	25	In response to questions on special construction from the first round of questions, OGS pointed to this Section on Physical Service Connection Charges. Special Construction may consist of multiple cost components including but not limited to material costs for cabling and conduit, trenching, boring, firestopping, permits, manholes, etc., and associated labor. Calculation of a special construction charge, when required, is unique to a particular installation and it is practically not possible to include an upfront price for such work. It must be quoted dependent on the specific circumstances. We ask that OGS accept this, remove the per foot not to exceed rate requirement, and amend the requirement to allow vendors to quote special construction on a case by case basis, with the understanding that all such costs must be fully articulated to the Authorized User. Alternatively, would OGS allow vendors to express the not to exceed rate as a lump sum charge as we do today on the NYS OGS CTS contract?	OGS respectfully declines to make the requested change. Please see revised Solicitation Section 3.2.5.8 - Physical Connection Service Charge.
104	Solicitation	6.5	41	If OGS allows Authorized User's to commit to a term or volume, would it be permissible to rerate Authorized Users to the not to exceed price if they fail to meet those commitments? If so, would OGS consider revising Section 6.5 to either say "Unless otherwise agreed upon in writing by an Authorized User, Contractor must not impose any Termination Fees for Services provided under the resulting Contract." or "Contractor must not impose any Termination Fees for Services provided under the resulting Contract. Rerating of services due to failure to meet a term or volume commitment is permissible."	OGS respectfully declines to make the requested change. As per revised Solicitation Section 6.7 – Service Period, Bidder must not impose any minimum Service period for Services requested pursuant to the Contract resulting from this Solicitation, except for promotional pricing available to all Authorized Users which has been approved in advance by OGS through the Appendix C – Contract Modification process.

105	Solicitation	6.7	41	We seek to clarify responses received in the first round relative to the ability to offer Authorized Users better pricing in response to Authorized User's willingness to commit to a term or volume. Response to question number 230 indicates this is acceptable and response to question 235 indicates it is not. If an Authorized User is willing to commit to a term and/or volume in order to achieve better pricing, why would such a long established practice be precluded, recognizing the Authorized User would not under any circumstances be charged more than the not to exceed rates under the contract.	<p>Questions #230 and #235 are different questions and so different answers were provided. OGS is revising its responses to these questions, please see below:</p> <p>Question #230: Today under the current contract, contractors and Authorized Users are permitted to enter into Customer Specific Agreements which provide additional discounts when Authorized Users commit to a certain term of service. Will this arrangement be available under this solicitation?</p> <p>Revised Response #230: As per revised Solicitation Section 6.7 – Service Period, Bidder must not impose any minimum Service period for Services requested pursuant to the Contract resulting from this Solicitation, except for promotional pricing available to all Authorized Users which has been approved in advance by OGS through the Appendix C – Contract Modification process. As per Appendix B Section 13 (f) (iv) - Pricing, Specific Price Decreases, Special Offers/Promotions to Authorized Users, Contractors may offer Authorized Users competitive pricing which is lower than the pricing listed on the resulting Contract at any time during the Contract term.</p> <p>Question #235: Today this vendor and other vendors offer voice connectivity services via customer specific agreements in which the Authorized User commits to term and volume to achieve more advantageous pricing. Under the proposed RFQ option will Authorized Users be able to commit to term and volume in return for advantageous pricing? <u>Additionally if term and volume is not met the Authorized User is responsible for paying the not to exceed price for the term the service has been installed.</u> (Emphasis Added)</p> <p>Revised Response #235: As per revised Solicitation Section 6.7 – Service Period, Bidder must not impose any minimum Service period for Services requested pursuant to the Contract resulting from this Solicitation, except for promotional pricing available to all Authorized Users which has been approved in advance by OGS through the Appendix C – Contract Modification process. As per Appendix B Section 13 (f) (iv) - Pricing, Specific Price Decreases, Special Offers/Promotions to Authorized Users, Contractors may offer Authorized Users competitive pricing which is lower than the pricing listed on the resulting Contract at any time during the Contract term.</p>
106	Solicitation	6.13 7.14 7.21.1 7.22.4	43	Please confirm that Authorized Users will not be permitted to add additional requirements via Purchase Orders? Please confirm that additional requirements may only be added via RFQ process?	Additional requirements may be added as part of the request for quote process, whether formal or informal.
107	Solicitation	6.27	45	1) Will OGS accept vendor's current order SLA of 4 business days? 2) Will OGS allow vendor to charge for suspension of services as it does under the current CTS contract?	1) OGS respectfully declines to make the requested change. 2) Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.
108	Solicitation	6.27	45	Follow-up to Question #191: Vendor wants to clarify this question to OGS that traditional POTS voice service can undergo temporary suspension. Data services and VoIP voice services cannot be suspended. Vendor would discuss the best use case with the Authorized User as we negotiate with them to determine what service to quote. If they want to use temporary suspension, we would suggest the traditional POTS voice service.	Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.
109	Solicitation	6.27.2	46	1) Please confirm the renumbering of subsections 6.27 was to clarify that 6.27.2 only applied to those services which were temporarily suspended by the Authorized User? 2) Once a circuit is disconnected a brand new circuit needs to be installed. Will OGS allow the vendors to be compensated for re-installation?	1) Yes, Solicitation Section 6.27.2 applies only to the Services offered in Solicitation Section 6.27. 2) Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.
110	Solicitation	6.36.2	51	Vendor's SPOC will have all the necessary information to support the Authorized User and provide the most efficient support. Additionally, providing employee names is not standard industry practice, therefore, would OGS consider removing requirement #9.	Please see revised Solicitation Section 6.36.5 - Maintenance/Support Service Sheets where item number 9 has been removed.
111	Solicitation	7.8 INVOICING	54	Please review your response to question 219 in Q&A round 1. The revised solicitation has 5 items listed as the minimum, but then an additional 13 items listed as a minimum. Can you please clarify what the real minimum is for the actual invoice?	Per Solicitation Section 7.8 - Invoicing, the first listing that only includes five (5) items must be included on each invoice.
112	Solicitation	7.8	54	Today customers can get a bill for services to multiple locations that generates one invoice. If we must provide separate billing for each potential PO, this will drive up the number of accounts and invoices. Authorized Users frequently issue multiple POs with the expectation of a single invoice. Please consider removing the requirement of one invoice per PO.	OGS respectfully declines to make the requested change.

113	Solicitation	7.8	54	Some of the services under the scope of this procurement have traditionally been regulated and provided by the incumbent ILEC. Other services have not been regulated and have been provided by a different affiliate. In the industry, this is common practice. Under the current contract, Authorized Users receive separate invoices from each of these affiliates. Vendor would like to continue this practice. Would OGS please consider deleting the fourth paragraph of Section 7.11.5 and allow individual affiliates to accept orders and invoice?	OGS respectfully declines to make the requested change.
114	Solicitation	7.9.3	57	To avoid delay in bringing disputes to vendors, would OGS consider a reciprocal back billing/recovering of overpayment limitation for Non-State Authorized Users?	OGS respectfully declines to make the requested change.
115	Solicitation	7.13	62	Vendor understands the importance of the ease and efficiency of an electronic procurement system. However, because this is a future requirement, could vendor request a period of review and negotiation prior to implementation to ensure compliance with the legal and financial implications of the system?	No. There is already a web-based e-procurement system in place. However, at this time OGS has no intention of including this Contract award on this system.
116	Solicitation	7.16.1	61	In relation to the response to Question 213, please confirm that Vendor will receive written confirmation that Authorized User has agreed to share its CPNI with OGS.	By using this Contract, an Authorized User consents to OGS receiving the information listed on Attachment 6 - Report of Contract Usage. Please see revised Solicitation Section 7.16.1 - Report of Contract Usage / Sales Reports Requirements.
117	Solicitation	7.16.1	61	As some data is not available 15 days after each calendar quarter, would OGS consider modifying the timeframe to 30 days?	OGS agrees to modify the timeframe to 30 days. Please see revised Solicitation Section 7.16.1 - Report of Contract Usage / Sales Reports Requirements
118	Solicitation	7.21.4	66	We request that the migration process for non-state users be the same as the process for state users. If OGS declines to make the process uniform, vendor requests that a firm date for automatic migrations be put in place so vendor is not responsible for tracking difficult to reach users, and so that the old contract rates are not left in place for an indefinite period or the customer is exposed to potentially being reverted to tariff or commercial list rates.	OGS respectfully declines to make the requested changes.
119	Solicitation	7.22.1	65	Due to the fact that network logs could contain data Contractors are not able to share due to legal requirements, please consider modifying Section 7.22.1 as follows: Upon request, the Contractor shall provide access to relevant logs and reports to OGS or an Authorized User in a format as specified by the Authorized User; provided however, that such logs and reports pertain specifically to the requesting Authorized User and the provision of such information is not contrary to law or vendor policy. Should a legal or policy conflict arise, Contractor will work with OGS or Authorized User to provide a compliant version of the requested information. Contractor shall provide all requested logs and reports to the Authorized User at no cost.	Please see revised Solicitation Section 7.22.1 - Access to Logs and Reports for updated language that addresses these concerns.
120	Solicitation	7.23.5	66	Please consider removing the requirement to migrate Authorized Users where a legacy service is obsolete and there is no technically equivalent service.	OGS respectfully declines to make this requested change.
121	Attachment 1 - Administrative Information			Please revise the EO 175 Certification to match both the language in Section 3.2.3 and the language in the certification that accompanied the extension of the current CTS contracts to resolve inconsistencies between them. Please consider: "In accordance with the requirements of Executive Order No. 175, Contractor certifies that it will adhere to net neutrality principles in the provision of broadband internet access services regardless of delivery method unless the Commissioner, or her designee, determines that adherence to net neutrality principles for a particular purpose is not in the best interests of the State. Nothing in this certification supersedes any obligation or authorization a provider of broadband Internet access service may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable law, or limits the provider's ability to do so. As used herein, "net neutrality" means that Bidder will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application. The prohibition against blocking, throttling, or prioritization (other than paid prioritization) of internet content or applications does not apply to reasonable Network management practices."	Please see revised Attachment 1 - Administrative Information, EO 175 Certification tab.
122	Attachment 3 - Verifiable Sales			Would the State please revise the drop down selection reference to "Verifiable Sales" to reflect "Insurance Requirements"	The requested change was made to Attachment 5 - Bidder Questions Form and posted to the OGS website on April 19, 2019.
123	Attachment 4 - Insurance Requirements	Fourth para.	1	Bidder takes exception to the requirement to provide its insurance policy language as evidence of insurance. Bidder requests the language be changed to read: "Bidders and Contractors shall deliver to OGS certificates of insurance as evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form reasonably satisfactory to OGS."	OGS respectfully declines to make the requested change.

124	Attachment 4 - Insurance Requirements	Section A General Conditions Applicable to Insurance. Subsection 3 Certificates of Insurance/Notices	1 and 2	<p>Bidder takes exception to this requirement and requests the language be changed to read: 3. Certificates of Insurance/Notices. Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form reasonably satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name "The New York State Office of General Services, Bureau of Risk and Insurance Management (BRIM), 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242" as the certificate holder.</p> <p>Certificates of Insurance shall:</p> <ul style="list-style-type: none"> • Be in the form reasonably acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate); • Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation; • Be signed by an authorized representative of the referenced insurance carriers; and • Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: Additional insured protection afforded is on a primary and non- contributory basis. A waiver of subrogation is granted in favor of the additional insureds. <p>Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.</p> <p>OGS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.</p>	OGS respectfully declines to make the requested change.
125	Attachment 4 - Insurance Requirements	Section A General Conditions Applicable to Insurance. Subsection 4 Primary Coverage	2	<p>Bidder takes exception and requests the language be changed to read: 4. Primary Coverage. All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.</p>	OGS respectfully declines to make the requested change.
126	Attachment 4 - Insurance Requirements	Section A General Conditions Applicable to Insurance. Subsection 6	2	<p>Bidder takes exception to this requirement and requests that this section be deleted in its entirety.</p>	OGS respectfully declines to make the requested change.
127	Attachment 4 - Insurance Requirements	Section A General Conditions Applicable to Insurance. Subsection 7 Subcontractors	2	<p>Bidder takes exception and requests the language be changed to read: 7. Subcontractors. Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure substantially the same policies of insurance as required of Contractor by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement ISO Form CG-20-38-04-13 (or the equivalent)- evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For Subcontractors that are self-insured, the Subcontractor shall be obligated to defend and indemnify the above- named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Subcontractor would have been required to pursuant to this section had the Subcontractor obtained such insurance policies.</p>	OGS respectfully declines to make the requested change.
128	Attachment 4 - Insurance Requirements	Section A General Conditions Applicable to Insurance. Subsection 9	2	<p>Bidder takes exception and requests the language be changed to read: 9. Additional Insured. The Contractor shall cause to be included in each of the liability policies required below except workers compensation and employer's liability coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms CG-20-10-04-13 and CG-20-37-04-13 and form CA-20-48-10-13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, any entity authorized by law</p> <p>or regulation to use the Contract and their officers, agents, and employees. A Blanket Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section 13 below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.</p>	OGS respectfully declines to make the requested change.
129	Attachment 4 - Insurance Requirements	Section A General Conditions Applicable to Insurance. Subsection 10	3	<p>Bidder takes exception and requests the language be changed to read: 10. Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.</p>	OGS respectfully declines to make the requested change.

130	Attachment 4 - Insurance Requirements	Section A General Conditions Applicable to Insurance. Subsection 11	3	Bidder takes exception and requests the language be changed to read: 11. Notice of Cancellation or Non-Renewal. Upon receipt of notice from its insurer)a Contractor shallprovide the State of New York State Office of General Services with thirty (30) days' prior written notice of cancellation of any required coverage. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.	OGS respectfully declines to make the requested change.
131	Attachment 4 - Insurance Requirements	Section A General Conditions Applicable to Insurance. Subsection 13	3	Bidder takes exception and requests the language be changed to remove the second bullet in its entirety. "For information on self-insurance or self-retention programs: 15 calendar days"	OGS respectfully declines to make the requested change.
132	Attachment 4 - Insurance Requirements	Section B Insurance Requirements	3 and 4	Bidder takes exception and requests the language be changed to read: B. Insurance Requirements. Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater: Insurance Type Required Limit Proof of Coverage is Due Commercial General Liability Not less than \$2,000,000 each occurrence At time of Bid Submission and updated in accordance with any Contract resulting from this Solicitation General Aggregate \$2,000,000 Products – Completed Operations Aggregate \$2,000,000 Personal and Advertising Injury \$1,000,000 Medical Expenses Limit \$5,000 Business Automobile Liability Insurance Not less than \$2,000,000 combined single limit each accidenteach occurrence Workers' Compensation Disability Benefits	OGS respectfully declines to make the requested change.
133	Attachment 4 - Insurance Requirements	Section B Insurance Requirements. Subsection 1	5	Bidder takes exception to the first paragraph and requests the language be changed to read: 1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00-04 , or a substitute form providing equivalent coverages and shall cover liability arising from premises- operations, independent contractors, products-completed operations, broad form property damage , personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).	OGS respectfully declines to make the requested change.
134	Attachment 4 - Insurance Requirements	Section B Insurance Requirements. Subsection 2	5	Bidder takes exception to the first paragraph and requests the language be changed to read: 2. Business Commercial Automobile Liability Insurance: Such insurance shall covering all owned, non-owned and hired vehicles liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear license plates.	OGS respectfully declines to make the requested change.
135	Attachment 7 - Report of Contract Usage			Bidder X is able to provide reporting details for all equipment transactions, in the RFP-specified format. Please note that there are certain required data fields, such as "Authorized User Zip Code", that will be mapped to the available data that is captured and retained by Bidder X. For example "Authorized User Zip Code" will be mapped to the end user's shipping address zip code. For other data fields, such as "PO Number", Bidder X will only be able to report what is provided by the end user at the time of sale.	Please see Revised Attachment 6 - Report of Contract Usage.
136	Attachment 7 - Report of Contract Usage			Due to the fundamental, non-fungible nature, configuration of how one-time and recurring telecommunications service charges are quoted, delivered and billed, Bidder X is NOT be able to provide reporting details for the service charges, in the RFP-specified report format. Bidder X alternatively proposes to provide reporting details for all service charges in the same, existing format that is currently used for the current contract.	OGS respectfully declines to make the requested change.
137	Appendix B - General Specifications (April 2016)	para. 13(f)		Because reasonableness of price may be based on an other government entity's contract (in section 3.2.6.1), please revise para.13(f)(i) to include GSA Schedule or other government contract as the basis for specific price decreases.	OGS respectfully declines the requested change. The automatic price decreases referenced in Appendix B, Section 13, Pricing, paragraph (f)(i) only apply when Contract pricing is based on an approved GSA schedule. However, per Solicitation Section 8.1.1 – Responding to RFQs, all prices on the Contracts resulting from this Solicitation are Not-to-Exceed prices, and therefore, Contractors may offer lower pricing to Authorized Users at any time.
138	General			Bidder takes exception to the solicitation in its entirety; including all requirements, terms and conditions, appendices and other attachments in the RFP until the State provides its answers to Bidder questions and exceptions. The State's responses may significantly affect Bidders proposal in a way that it cannot currently foresee. Bidder also requests the State extend the submission due date to allow sufficient time for Bidders to incorporate the State's responses into Bidders proposals and to permit Bidders to include additional exceptions related to the responses with its bid submission.	Please see revised Solicitation Section 1.6 Key Events/Dates.
139	General	Attachment 7. 2.8.1 Additional Insurance	5	Bidder takes exception to the requirement to provide additional insurance at the request of the Authorized User. Bidder provides insurance as stated in the Master Contract and does not offer additional insurance coverage options.	OGS respectfully declines to make the requested change.
140	Solicitation	1.1	8	Please remove the requirement for all Contractors to agree to the same terms and conditions because that is inconsistent with the statement that prices charged under the Contract must reflect the complete "cost" (contractor's cost) of the service, which is not the same for all contractors.	OGS respectfully declines to make the requested change.

141	Solicitation	1.4	9	Please clarify whether RFQs must result in an Authorized User Agreement as stated in Section 1.4, or if an RFQ could alternatively result in issuance of a Purchase Order.	Whether to issue an RFQ or Purchase Order is up to the discretion of each Authorized User. As per Solicitation Section 1.4 - Transactional Level Request for Quotations (RFQ), OGS highly recommends that an Authorized User develops a competitive RFQ... The winning Contractor shall enter into... an Authorized User Agreement, to provide the awarded Services.
142	Solicitation	1.4	9	Please clarify whether the use of RFQ in this section includes both "competitive" RFQs and requests for quote as referenced in Attachment 7 Section 3.2 ("When requesting quotes....")	The use of RFQ in Solicitation Section 1.4 - Transactional Level Request for Quotations (RFQ) refers only to competitive RFQs. Attachment 7 - How To Use, Section 3 - Authorized User Purchase Order Requirements applies to purchases made by Authorized Users using a Purchase Order. Attachment 7 - How To Use, Section 2 - Authorized User RFQ Requirements applies to purchases made by Authorized Users using a competitive RFQ.
143	Solicitation	1.5	9	Please clarify the solicitation to state that the 2 procurement methods include 1) the award of an Authorized User Agreement after a competitive RFQ (as stated elsewhere in the solicitation) and 2) submitting a Purchase Order.	As per Solicitation Section 1.5 - Estimated Quantities, Authorized Users will procure Telecommunication Connectivity Services through a request for quote, whether formal or informal.
144	Solicitation	1.6	10	Since responses to Round 2 questions will not be provided until May 13 (at the earliest in light of the missed deadline for Round 1 questions), will the State please extend the proposal due date to provide offerors with at least 1 month to prepare proposals after all responses to questions are released?	Please see revised Solicitation Section 1.6 Key Events/Dates.
145	Solicitation	1.11	11	According to the definitions of Accessory, Device and Equipment, it appears that Authorized Users cannot purchase true wireless accessories (e.g. vehicle charger, bluetooth, etc.) Is this correct? If not, how are accessory purchases to be made?	Please see revised Solicitation Section 6.15.7 - Accessories to Devices.
146	Solicitation	1.11	11	Please add a definition of "Cost Increment" because it is an undefined capitalized term.	The term Cost Increment has been removed from the Solicitation and Attachment 2 - Pricing. However, Column I in Attachment 2 - Pricing (Pricing - Lot 1 Voice tab, Pricing - Lot 2 - Data tab, Pricing - Lot 3 - Mobile tab) has been stricken and is no longer required. Please see revised Solicitation Section 7.5 - Pricing, Section 3.2.5.7 - Complete Price, Section 3.2.5 - Proposed Pricelist, and Attachment 2 - Pricing.
147	Solicitation	1.11	11	Authorized User Data is undefined. Please add a definition to clarify that Authorized User Data means End User content transmitted over a telecommunications network and that telecommunications service providers are permitted to handle such data in order to deliver the service. (Various prohibitions/restrictions in the solicitation would preclude wireless carriers from "collecting" or "acting upon" meaning transmitting such information). If such a definition cannot be added to clarify, please rewrite the other sections and definitions accordingly.	OGS respectfully declines to add an additional definition. Authorized User Data means the same as Data.
148	Solicitation	1.11	12	Please define "Subcontractor" as it is capitalized, but undefined and used throughout the Solicitation (see e.g., 3.2.12). Please consider using the following definition from State Executive Law 15-A section 310: "Subcontract" shall mean an agreement providing for a total expenditure in excess of twenty-five thousand dollars for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property or improvements thereon for the beneficial use of the contractor.	OGS respectfully declines to make the requested change. Please refer to Appendix B, Section 2(ii). "SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor."
149	Solicitation	1.11	12	The definition of "Cloud Based" could include Telecommunications Services because 1) telecommunications providers' equipment is not on an Authorized User's premise, 2) telecommunications providers' equipment is not owned by the Authorized Users. Please revise Cloud to exclude Telecommunications Services.	OGS respectfully declines to make the requested change. Please see revised Solicitation Section 2.4 - Products and Services Excluded From Scope.
150	Solicitation	1.11	12	The definition of "Cloud Solution" could include Telecommunications Services because 1) telecommunications providers' equipment is not on an Authorized User's premise, 2) telecommunications providers' equipment is not owned by the Authorized Users. Please revise Cloud to exclude Telecommunications Services.	OGS respectfully declines to make the requested change.
151	Solicitation	1.11	12	Cloud - what is meant by "Allows an Authorized User access to Data not owned by the Authorized User, which access may or may not result in the collection of Authorized User Data. The clause "may or may not" renders the "collection" useless because it doesn't matter if its collected. So, did OGS simply mean that it allows an Authorized User access to Data that they do not own? (see also definition of Data)	Please see revised Solicitation Section 1.11 - Definitions, Cloud Based.
152	Solicitation	1.11	12	OGS removed the only use of the term CONUS in the Solicitation, would you please also remove the definition? If not, please note that if a Service is limited to CONUS, then that would prohibit service in Alaska, Hawaii or international long-distance.	OGS has removed the definition. Please see revised Solicitation Section 1.11 - Definitions.
153	Solicitation	1.11	12	1) The use of "may" in the definition of Data is confusing. Does Data mean any information, formula, or algorithms that could be provided from and Authorized User or such items that are directly or indirectly provided? 2) Also, is "other content" intended to limit "information, formula, or algorithms" content of Authorized Users transmitted over a Network. If Data is meant to mean Authorized User Data, please change the term.	1) The use of "may" in the definition of Data provides that information, formula, algorithms, or other content provided to the Contractor by the Authorized User is considered Data whether provided directly or indirectly. 2) OGS respectfully declines to add an additional definition. Authorized User Data means the same as Data.
154	Solicitation	1.11	12	Data Connectivity Services is defined as only TCS that allows receipt/transmission through CPE, which excludes mobility services. In addition, the definition of Data Connectivity Services states "Data Connectivity Services shall not include Mobile Communication Connectivity Services or Voice Connectivity Services" yet the Mobile Communication Connectivity Services is defined as "Telecommunication Connectivity Services that provides... Data Connectivity Services...." Please rewrite to clarify.	Please see revised definitions of Data Connectivity Services, Voice Connectivity Services, and Mobile Communication Connectivity Services in Solicitation Section 1.11 - Definitions.

155	Solicitation	1.11	13	Please redefine "E-rate Program" as the FCC's program does not provide "Discounts" as defined in the solicitation. The E-rate Program instead to provide funding from the FCC to cover a portion of the approved school or library's charges. Also, not all schools and libraries participate in E-rate. Please consider this rewrite, "The common term used in place of the FCC's Schools and Libraries Program. The E-rate Program provides a financial subsidy to approved schools and libraries for eligible Products and Services. Only those schools or libraries that are approved for funding during an E-rate funding year are Program participants and subject to the E-rate Program rules."	OGS respectfully declines to make the requested change.
156	Solicitation	1.11	13	"Hardware" definition states that it "cannot be provided directly to Authorized Users" and it includes "Device" and "Equipment". If Hardware is excluded from the scope of the contract, how will Authorized Users obtain Hardware, Devices and Equipment, like wireless devices, necessary to access Service if Hardware, Devices and Equipment cannot be provided directly to Authorized Users?	Please see revised definition of Hardware in Solicitation Section 1.11 - Definitions.
157	Solicitation	1.11	13	Mobile Communication Connectivity Services requires Service be provided "through a Telecommunication Provider's Mobile Network." However, the definition of "Mobile Network" would preclude the use of roaming partners' networks. Is this OGS' intent? If not, please revise.	Please see revised definitions of Network, Mobile Network, and Mobile Communication Connectivity Services in Solicitation Section 1.11 - Definitions.
158	Solicitation	1.11	13	Mobile Communication Connectivity Services includes Voice Connectivity Services and/or Data Connectivity Services, yet both of those definitions exclude Mobile. Please revise to remove the circular conflict.	Please see revised definitions of Data Connectivity Services, Voice Connectivity Services, and Mobile Communication Connectivity Services in Solicitation Section 1.11 - Definitions.
159	Solicitation	1.11	14	Mobile Network is defined as "A Network that transmits <u>Data...</u> " yet Mobile Communication Connectivity Services also includes " <u>Voice</u> Connectivity Services". Please revise the definition of a Mobile Network to include the transmission of Voice.	Please see revised definitions of Data Connectivity Services, Voice Connectivity Services, and Mobile Communication Connectivity Services in Solicitation Section 1.11 - Definitions.
160	Solicitation	1.11	14	The definition of Network would preclude roaming for mobile services. Is this OGS's intent?	Please see revised definitions of Network and Mobile Network in Solicitation Section 1.11 - Definitions.
161	Solicitation	1.11	15	"Software is excluded from the Scope of this Solicitation and shall not be provided directly to Authorized Users under the resulting Contract." Is this only separately sold software? What about software pre-loaded on wireless devices (that make the phones work) or purchased through device manufacturer app stores?	Please see revised Solicitation Section 2.4 - Products and Services Excluded from Scope.
162	Solicitation	2	16	Newer wireless services are traditionally backwards compatible with prior network technology and it is unlikely that it would be possible to somehow block prior technology from working before end-of-life. For example, 4G devices would still work on 3G technology - this requirement would require wireless carriers to somehow stop including 3G service on an already built commercial-off-the-shelf 4G device before the 3G service is retired. Please remove or revise to exclude Mobility Service.	It is assumed that this question refers to the following requirement in Section 2 - Scope, "No Telecommunication Connectivity Services at End-of-Life or within 6 months prior to End-of-Life shall be sold." In the example provided in the question, the device works on both 3G and 4G, therefore this requirement would not apply. Based on the example provided, this requirement would pertain to a device that only worked on 3G service.
163	Solicitation	2.3	18	The bullet pointed list does not include other wireless offerings, such as Directory Assistance, International Service, etc. 1) Are these items precluded from being part of a Mobile Service offering? 2) Where do offerors include descriptions of these types of services/features?	1) No. As per Solicitation Section 2.3 - Lot 3 - Mobile Communication Connectivity Services, services may include but are not limited to the examples listed. 2) As per Solicitation Section 3.2.1 - Description of Services and Attachment 1 - Administrative Information, Bidder Disclosures Tab, "Bidder must describe...the Telecommunication Connectivity Services that it will be offering under each Lot."
164	Solicitation	2.3	18	Please remove "The Telecommunication Provider shall only provide Mobile Communication Connectivity Services transmitted over Bidder's Mobile Network.", as this is inconsistent with section 3.2.1.2(a) requiring nationwide coverage. In order to provide nationwide coverage, service providers engage roaming partners and transmission involves networks owned not by the Bidder itself.	Please see revised Solicitation Section 1.11 - Definitions, Mobile Network and Section 2.3 - Lot 3 - Mobile Communication Connectivity Services.
165	Solicitation	2.3	18	Please rewrite the 3rd paragraph of Lot 3 to limit the offering of devices to those compatible with the Service being offered. For example, satellite telephones and satellite communicators are not compatible with cellular wireless networks and should only be required if an offeror is bidding on satellite communications connectivity.	Please see revised Solicitation Section 1.11 - Definitions, Device and Section 2.3 - Lot 3 - Mobile Communication Connectivity Services.
166	Solicitation	2.4	18	Please clarify that "software" is limited to software licenses for sale, separate from wireless service and does not include software pre-installed on wireless devices. (see question on section 1.11)	Correct. Please see revised Solicitation Section 2.4 - Products and Services Excluded from Scope.
167	Solicitation	3.1.2	20	For Mobility Service, must Bidder submit copies of licenses held by operating entities that are affiliates or subsidiaries of the Bidder? If yes, please specify what, if any, other information and/or documentation is needed.	Yes, as per Solicitation Section 3 - Bidder Requirements and Qualifications, "Bidder may rely on operations of a company who has an ownership relationship with the Bidder such as a parent company, subsidiary, predecessor entity, or other similarly related entity for purposes of satisfying the requirements of this Solicitation. If Bidder is relying on the operations of a related company, they are required to provide a full explanation describing such ownership relationship and how it satisfies the requirements."
168	Solicitation	3.1.2	20	Would the State please clarify. Is the State requiring the Bidder to provide licenses for all parts of the state where it has an operating entity in the market? Does this apply whether the entity is an affiliate or a subsidiary of the Bidder itself?	Bidder must provide documentation that they are listed as active in the FCC Form 499 Filer Database. Bidders must submit copies of the licenses or authorizations, or both from the FCC, the FTC, or PSC, or any combination of the three listed commissions they hold in relation to the items that appear on Attachment 2 - Pricing.

169	Solicitation	3.1.3(2)b	21	There are legal and contractual restrictions that prevent Bidders providing a comprehensive list of government customers and such a list could include tens of thousands of customers and take months to compile. Additionally, OGS already has reporting for customers purchasing under the existing CTS contracts. As such, please revise this requirement to permit contractors to generally describe categories of government customers, such as, "Bidder does business with the federal government and state/local entities in the following states..."	OGS respectfully declines to make the requested change.
170	Solicitation	3.2.1	21-22	Please clarify what "Service" needs to be described. Is it the Telecommunications Connectivity Service - meaning voice, data and/or mobility generally? Is it the bullet points listed under each Lot description? Is it the specific service plan proposed to provide the connectivity/TCS? Or is it some other category/description somewhere between the general Service (e.g. voice/data) and the specific plans?	Bidder should provide all information listed in Solicitation Section 3.2.1 for all Telecommunications Connectivity Services which Bidder is offering.
171	Solicitation	3.2.1	21	Should the references to Attachment 1 be changed to Attachment 2 as the appropriate place to include the Lot requirements in sections 3.2.1.1 and/or 3.2.1.2? If not, where in Attachment 1 should this narrative be included?	Please see revised Solicitation Section 3.2.1 - Description of Services. Description of Services will now be provided in Attachment 2 - Pricing, Service Description tab. Please provide the descriptions in the requested format on the USB Flash Drive. As per Solicitation Section 4.2.1 - Electronic Bidder Submissions, Bidder Submissions shall be saved in separate unprotected files in Microsoft Office products (Word and Excel) in product release 2010 or higher, or searchable PDF.
172	Solicitation	3.2.1	21	The intent on the restriction on collecting, storing, or acting upon Authorized User Data is unclear, as wireless service providers may need to collect, store and act upon data if they are going to transmit it. Please see question above for Section 1.11 requesting a definition for Authorized User Data as meaning user content transmitted over a wireless network that may be collected, stored or acted upon in order to provide Service.	Please see revised Solicitation Section 2.3 - Lot 3 - Mobile Communication Connectivity Services and Section 2.4 - Products and Services Excluded from Scope.
173	Solicitation	3.2.1.2(b)	22	The requirement to offer at least one of each type of mobile device is unclear. Please include language to clarify that offeror must include one Accessory Device for each Service plan offered. For example, if offeror is including a voice-only cellular plan, offeror does not need to include a hot spot that is only data capable or a satellite telephone/communicator that is similarly incompatible with that Service.	Please see revised Solicitation Section 3.2.1.2(b) - Devices.
174	Solicitation	3.2.1.2(e)	22	This appears to be related to wireline and not wireless internet access (e.g. "provide access to the internet backbone directly or indirectly via peering relationships."). If this is meant to be related to wireless, please clarify this description and what "CPE" could be included as the definition of "CPE" specifically excludes Telecommunications Provider Equipment. If not wireless, please relocate this section to the appropriate Lot.	Please see revised Solicitation Section 3.2.1.2(e) - Internet Access Service and Section 2.4 - Products and Services Excluded From Scope, which excludes "all Hardware which is offered for sale or lease with a separate SKU and not necessary to deliver the Telecommunication Connectivity Services."
175	Solicitation	3.2.1.2(e)	22	As requested for 3.2.1, please clarify what "Service" is to be described. Until we understand what the "Service" is, we are unable to determine if the "additional information" being requested in paragraph 2 can be provided for mobility telecommunications.	Bidder should provide all information listed in Solicitation Section 3.2.1 for all Telecommunications Connectivity Services which Bidder is offering. Please see revised Solicitation Section 3.2.1.2(e) - Internet Access Services.
176	Solicitation	3.2.3	23	Please revise the EO 175 Certification to match both the language in Section 3.2.3 and the language in the certification that accompanied the extension of the current CTS contracts to resolve inconsistencies between them. Please consider: "In accordance with the requirements of Executive Order No. 175, Contractor certifies that it will adhere to net neutrality principles in the provision of broadband internet access services regardless of delivery method unless the Commissioner, or her designee, determines that adherence to net neutrality principles for a particular purpose is not in the best interests of the State. Nothing in this certification supersedes any obligation or authorization a provider of broadband Internet access service may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable law, or limits the provider's ability to do so. As used herein, "net neutrality" means that Bidder will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application. The prohibition against blocking, throttling, or prioritization (other than paid prioritization) of internet content or applications does not apply to reasonable Network management practices."	Please see revised Attachment 1 - Administrative Information, EO 175 Certification tab.
177	Solicitation	3.2.5.5	24	Bidder takes exception to the following requirement: "Bidders seeking to invoice Authorized Users for taxes, surcharges, fees or other charges in addition to the charge for the Product or Service bear the burden of establishing the legal authority for such charges to the satisfaction of OGS." The governing body imposing the tax or fee would make the determination of legal authority.	OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges.
178	Solicitation	3.2.5.5	24	Bidder takes exception to the following requirement: Bidders shall use Attachment 2b - Taxes, Surcharges, Fees, and Other Charges to propose the pass through of specific taxes, surcharges, fees or other charges for OGS approval. Bidder cannot complete this as a complete listing of taxes and fees that could apply during the contract period and cannot certify these amounts would not change. Bidder can provide as a sample the taxes and fees that would apply for a particular location as of a specific date.	Pass through taxes, surcharges, fees, or other charges which are not justified in the original bid submission will not be approved in the initial Contract award. However, Contractors may justify such items during the contract term using Appendix C - Contract Modification Procedures and Attachment 2b - Taxes and Surcharges.
179	Solicitation	3.2.5.5	24	Bidder takes exception to the following requirement: "Only taxes, surcharges, fees or other charges approved in advance by OGS may be passed through to Authorized Users on the Contractor's invoice." If Bidder is legally required to collect a tax, surcharge or fee then it must comply with the legal requirement.	OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges.

180	Solicitation	3.2.5.5	24	Bidder takes exception to the following requirement: "Contractor shall not charge Authorized Users for taxes, surcharges, fees or other charges at a rate exceeding the rate shown on the approved Attachment 2b – Taxes, Surcharges, Fees, and Other Charges." If a new tax is enacted that Bidder is legally required to collect, it must comply with the law. Bidder has no control over certain tax rates and cannot agree to a cap.	OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges. Per Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, Contractors seeking approval for new pass through charges during the term of the Contract will be asked to include the information set forth in Attachment 2b – Taxes, Surcharges, Fees, and Other Charges in their submission pursuant to Appendix C - Contract Modification Procedures.
181	Solicitation	3.2.5.5	24	Bidder takes exception to the following requirement: "Contractor shall not charge Authorized Users at the new pass through charge rate until their Appendix C Modification has been approved by OGS." If a rate is changed in Bidders commercial billing system it is applied on all customer's bills. Bidder cannot manually apply an old rate until an approval is received from OGS. To make such a change to Bidders commercial billing system would cost millions of dollars, the cost of which would be included in higher rates to OGS for its change.	OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges.
182	Solicitation	3.2.5.6	24	Due to the fact that taxes, fees and surcharge rates may be subject to changes from the associated jurisdiction, please add language specifying that modifications requested pursuant to paragraph 3.2.5.5 are not limited to only once per 365 days.	OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges. Taxes, fees, surcharges, and other fees are not subject to Solicitation Section 3.2.5.6 - Price Increases. The modifications referenced in Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges are not limited to once every 365 days.
183	Solicitation	3.2.5.8	25	Please clarify that Physical Service Connection Charge does not apply to Mobile Communication Connectivity Services (even though Mobile definition at 1.11 includes both Voice and Data).	OGS confirms that Physical Service Connection Charges do not apply to Lot 3 - Mobile Communication Connectivity Services.
184	Solicitation	3.2.6	26	Please clarify how OGS will determine reasonableness of price when comparing pricing on Attachment 2 with pricing offered under different contracts with different terms and conditions when prices must reflect the total cost for service (see section 7.5 Pricing). For example, federal regulations generally prohibit federal contracts for commercial items from including contract clauses or additional terms or conditions in a manner that is inconsistent with customary commercial practice for the item being acquired. In this solicitation, and based on responses to questions, it appears that OGS will not permit contractors to add or change any of the solicitation's terms and conditions to align them with a contractor's commercial offerings or the underlying contracts to which OGS will compare pricing to ensure that price reasonableness is determined by comparing apples to apples. If a federal contract includes services consistent with its commercial practices and an offeror needs to charge higher prices to OGS to fairly compensate the contractor for customized processes and services that are not part of the federal contract, how will OGS conduct a reasonableness determination?	OGS reserves the right to conduct additional research, which may include comparing the terms and conditions of this Solicitation to the terms and conditions of the contract submitted by Bidder to establish reasonableness of price.
185	Solicitation	3.2.12	29	According to the State's website, it seems that Executive Law Article 15-A that is cited as providing the statutory authority for the requirements in this section will expire on December 31, 2019. Is there another legal citation that provides the statutory authority for continuing to include these requirements after that date? If there is none, please remove these requirements as they are based on a general requirement to comply and cooperate in the implementation of "Executive Law 15-1 and the regulations promulgated thereunder." where the State has identified no subcontracting goals or opportunities (see 3.2.12.IV on p. 30).	All requirements in Solicitation Section 3.2.12 - Contractor Requirements and Procedures For Business Participation Opportunities For NYS Certified Minority-and Women-Owned Business Enterprises and Equal Employment Opportunities For Minority Group Members and Women, are in effect at the time of Bid submission. If there are any changes to the applicable laws that require Contract Amendment, OGS will effect such changes.
186	Solicitation	3.3.1.8	32	The Solicitation states that the "Contractor shall serve as the Single Point of Contact (SPOC) for the Authorized User . . ." Because the SPOC is not a defined term and the prior 7 sections require identifying Designated Personnel, it is unclear what the SPOC role of the Contractor is. For example, is OGS' intent that Authorized Users are to contact the Contractor regarding Service issues rather than contacting OGS. Please provide clarifying language, such as "Authorized Users must contact Contractor for all Service issues." (or something similar)	As per revised Solicitation Section 3.3.1.8 - Single Point of Contact, "the Contractor shall serve as the Single Point of Contact (SPOC) for the Authorized User for all issues regarding Services, even if Contractor uses sales agents, Subcontractors, affiliates, or partners to provide such Services."
187	Solicitation	4.11.1	37	State reserves the right to make an award in whole or in part. 1.) Is awarding in part limited to when OGS needs to exclude out-of-scope products/services? 2.) If the State decides to award in part, will the State provide notification of its counter-offer to the potential awardee? (Note that offers will generally be developed based on the offerors' total offer rather than individual pieces.)	1.) No. 2.) Per Solicitation Section 2.4 - Products and Services Excluded from Scope, "Out of Scope items found on a Contractor's pricelist will be removed by OGS." Although, OGS may conduct additional research and request additional information regarding the Product or Service.
188	Solicitation	4.11.1	37	What is meant by "unbalanced Bid"?	An unbalanced bid may be where a bidder places a high price on some items and a low price on other items in a unit price contract in order to seek an unfair competitive advantage.
189	Solicitation	4.11.2	37	1.) Please clarify the reservation of rights for Authorized Users - that they can require the Contractor to identify any Subcontractors, and to approve such Subcontractors. 2.) If the State has already approved the addition of a product/service that uses a Subcontractor for the entire contract, how does the state envision an Authorized User purchasing such product/service if they will not agree to that same Subcontractor? 3.) Is the State's position that an Authorized User can require a different Subcontractor than the one already approved by the State. If yes, this may lead to disputes and increased costs of doing business with the State that would need to be paid for by the State and/or Authorized Users.	1.) Yes, as per Solicitation Section 4.11.2 - Authorized User Reserved Rights, subsection B. 2.) OGS does not review Subcontractor information at the time of Bid evaluation. 3.) No, Authorized Users do not retain the right to require a different Subcontractor.
190	Solicitation	6.1	39	6.1 requires a detailed description of the Service being proposed, including required and additional features available. How does that get married to pricing to ensure that ordering entities are aware of service plan requirements?	Upon Contract Award, OGS will post the Service descriptions and associated Pricing for each awarded Contractor on the OGS website.

191	Solicitation	6.1	39	"Services must be commercially released and available for purchase through the ... normal marketing channels" For wireless service plans, does this relate to the specific SKU or more broadly to voice plans and data plans in general? (OGS might want to consider adding a definition of "Service" to section 1.1.)	Please see revised Solicitation Section 1.11 - Definitions, Telecommunication Connectivity Services (Services).
192	Solicitation	6.1	39	Will we provide all listed details, such as "Network or System specifications" (#5 - does it need to be more specific than commercial wireless network); affirmative statement about Data transmitted through the Service (#7) and that service "does not conflict with the terms and conditions of the solicitation and resulting contract (#8)	Bidders are required to provide all information listed in revised Solicitation Section 6.1 - Service Description. OGS reserves the right to clarify Bidder's Submission if further explanation is needed.
193	Solicitation	6.1	39	Does (sic) OGS consider mobile device management, including MDM software, a "Managed Service" prohibited from being sold under the contract?	Yes.
194	Solicitation	6.1	39	Does the prohibition on Cloud Based Services include mobility features offered to the general public such as phone number backup, voicemail or other features that might use cloud services? Or, are such feature not "Cloud Based" if they are not sold separately, but are instead free services that are part of the mobility SKU? If they are considered Cloud Based and an offeror cannot disable such functionality, does that disqualify an offer from award?	Please see revised Solicitation Section 6.1 - Service Description, "The Telecommunication Provider shall not offer any Cloud Based Services through this Solicitation and the resulting Contract except for Services offered through Lot 3 - Mobile Communication Connectivity Services."
195	Solicitation	6.2	39	Please clarify that Physical Service Connection Charges do not apply to Mobile Communication Connectivity Services? Does the State intend for this section to apply to the installation of an in-building solution to enhance a location's mobility access?	OGS confirms that Physical Service Connection Charges do not apply to Lot 3 - Mobile Communication Connectivity Services.
196	Solicitation	6.3	40	If an Authorized User can simply place a Purchase Order under the contract and that PO can trigger performance and bind the parties, how is a response to a PO useful?	Please see revised Solicitation Section 6.3 - Interoperability.
197	Solicitation	6.3	40	1) Appendix B section 30 requires the Authorized User to issue a Purchase Order to the Contractor. Authorized Users are required to confirm "pricing and other Product information with the Contractor prior to placement of the Purchase Order." (par. 30) 2) As such, the items OGS identifies as being provided by Contractor in "responses" to POs, seems mis-timed because the Authorized User should request such items in an RFQ in order to make an informed decision before issuing a binding PO. 3) Please remove requirements related to Contractor information that must be included in "responses" to POs, such as, "Contractor shall list and describe for Authorized Users the types of Devices available to work in conjunction with the proposed Telecommunication Connectivity Service." as this information should be in RFP/RFQ responses only. (look for other similar PO items)	1) Appendix B, Section 30 allows the Authorized User to confirm pricing and other Product information "as deemed necessary," and does not require confirmation. 2) Please see revised Solicitation Section 6.3 - Interoperability 3) The language quoted was removed from the Solicitation after the first Question & Answer period. Please refer to Solicitation Section 6.15 - Devices.
198	Solicitation	6.7	41	Please clarify that NO minimum Service period does not apply to mobile device upgrades (including but not limited to the timeframe specified in 6.15.2)?	Please see revised Solicitation Section 6.15.2 - Subsidized Device. This has no effect on the Authorized User's ability to cancel Service at any time.
199	Solicitation	6.8	41	If OGS approves products/services that use subcontractors at contract level, providing for a second level of approval from the Authorized Users can create a conflict and limit the ability of Authorized Users to purchase such products/services. IF OGS wants to permit Authorized Users to have a veto power over an already-approved subcontractor, please revise the PO process (elsewhere) to require Authorized Users to request a quotation so that the Contractor can identify subcontractors before a binding PO is issued that commits the Authorized User to its purchase.	OGS does not review Subcontractor information at the time of Bid evaluation. As per Solicitation Section 6.8.1 - Prior Knowledge of Authorized User, Contractors shall disclose in their RFQ Responses or Purchase Orders the legal names and addresses of any Subcontractors that may be used to complete the Services. Please note, as per Appendix B, Section 30 - Purchase Orders, as deemed necessary, the Authorized User may confirm pricing and other Product information (including Subcontractor name(s) and address(es)) with the Contractor prior to placement of the Purchase Order.
200	Solicitation	6.8	41	Please include clarifying definitions of Subcontract and Subcontractor as requested for Section 1.11.	Please refer to Appendix B, Section 2(ii). "SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor."
201	Solicitation	6.8.1	41	Remove requirement to provide responses to Pos, as that is inconsistent with Appendix B Section 30 as described in question for section 6.3.	OGS respectfully declines to make the requested change. Appendix B, Section 30 allows the Authorized User to confirm pricing and other Product information "as deemed necessary," and does not require confirmation.
202	Solicitation	6.8.2	41	Please remove the requirement for an Authorized User to Consent to a Subcontractor in light of the fact that the Authorized User may issue a PO without any input from a Contractor (see Appendix B section 30). In the alternative, please remove paragraph 5 which could have the result of a Contractor having a PO terminated for failing to meet a material requirement when the Contractor was not afforded an opportunity to provide the information in the State's process that does not require Authorized Users to obtain such information before issuing a PO.	OGS respectfully declines to make any of the requested changes. As per Appendix B, Section 30 - Purchase Orders, as deemed necessary, the Authorized User may confirm pricing and other Product information (including Subcontractor name(s) and address(es)) with the Contractor prior to placement of the Purchase Order.
203	Solicitation	6.10	42	Please confirm that this "Network facilities" requirement applies only include a telecommunications network (and not internal corporate business networks). For Mobility Services, does "3rd party Network facilities providers" mean roam partners? If not, what does it mean?	1.) Yes, unless internal corporate business networks are being used to provide Telecommunication Connectivity Services to Authorized Users. 2.) Yes, among any other third party that is partnering with the Contractor in providing Telecommunication Connectivity Services.
204	Solicitation	6.11	42	Please clarify that this does not apply to Mobility, as no service provider can provide a "single" Network for end-to-end transmission because messages may travel over the internet to an email address, or across other service providers networks depending on the sender and recipient's carrier.	Per Solicitation Section 6.11 - Uniform Service Delivery, "Contractor may advise ..." Therefore, it is not mandatory for Bidder to provide a single Network for any Service.
205	Solicitation	6.12	42	Please revise to clarify that Contractors are only required to provide publicly available information because providing confidential business information can potentially compromise network security and create national security risks due to the fact that information provided to the State and/or Authorized Users may become public information (either accidentally or intentionally) as a result of FOIA/FOIL requirements to release information.	Solicitation Section 6.12 - Coverage Guarantee does not require a Contractor to provide confidential business information. Please see Appendix B - Section 6 - Confidential/Trade Secret Materials for further information.

206	Solicitation	6.13	43	Please remove requirement for Contractor to bear sole responsibility for Data encryption as no wireless service provider manages all communications from end-to-end because wireless networks are designed to send and receive data between interconnected networks of multiple service providers, the public switched telephone network and the Internet. Because NIST recognizes that device users's actions or inactions can undermine information security on mobile devices, it has made recommendations for organizations to manage information security on mobile devices. In addition, software that would be required to provide end-to-end encryption (at an additional cost) is prohibited from sale under the Contract.	Please see revised Solicitation Section 6.13 - Network Security Administration.
207	Solicitation	6.13	43	Please revise to clarify that Contractors are only required to provide publicly available information because providing confidential business information can potentially compromise network security and create national security risks due to the fact that information provided to the State and/or Authorized Users may become public information (either accidentally or intentionally) as a result of FOIA/FOIL requirements to release information.	Please see revised Solicitation Section 6.13 - Network Security Administration.
208	Solicitation	6.13	43	Bidder takes exception. Bidder has its own Corporate Information and Security Policies and Practices which are aligned to NIST CSF. Bidder and requests the language be changed to read: If requested by OGS or an Authorized User , Contractor must have Services Policies in place to ensure security of its Network and the Authorized User's Device. Contractor must advise the Authorized User of the have retention periods for messages (text, voice, image/video) and numbers called/received. As part of an RFQ or Purchase Order, Authorized Users may require that all Data in transit shall be handled according to ITS Policy NYS S14-007 (or successor) or the National Institute of Standards and Technology (NIST) Federal Institute Processing Standard (FIPS)-140-2 or Transport Layer Security (TLS) 1, or TLS2 (or successor) Contractor's Corporate Information Security Policies and Practices, which are aligned to NIST CSF. Contractor may be required by OGS or an Authorized User to provide a narrative detailing information regarding their Network Security. This narrative must include, but not be limited to, details regarding the following: 1. Procedures to ensure the security of its Network; 2. Measures employed to limit access to unauthorized users; 3. Policies to eliminate or limit the risk of fraud; 4. Procedures to decrease the risk of sabotage; 5. Address air interface security to prevent unauthorized eavesdropping; 6. Implemented standards for switch site security systems, 7. Utilization of security personnel and patrols; 8. Existence of Password – Managed Software Systems; and 9. Live continuous monitoring of the Network and all its components. This information may be shared with Authorized Users or the New York State Office of Information Technology Services. If requested by OGS or an Authorized User the Contractor must describe, the programs, policies, and standards it has implemented to ensure the security of its Network, including the use of switch site security Systems, security personnel and patrols, password-managed software Systems, and live continuous monitoring of the Network and all components.	OGS respectfully declines to make the requested change. Please see revised Solicitation Section 6.13 - Network Security Administration
209	Solicitation	6.15	43	Please remove requirement to provide responses to POs, as that is inconsistent with Appendix B Section 30 as described in question for section 6.3.	Please see Solicitation Section 6.15 - Devices, which was revised after the first Question & Answer period.
210	Solicitation	6.15	43	Please clarify that the Authorized User elects which Device (Accessory, Subsidized or Unsubsidized) it is "purchasing" at the time the line is activated only.	Please see revised Solicitation Section 6.15 - Devices.
211	Solicitation	6.15.1	43	Please revise the pricing structure and requirements for free and/or subsidized devices and wireless service plans because they will be problematic for schools/libraries seeking E-rate funds. Mobile Devices are not eligible for E-rate funding, and as such the value of such devices must be removed from the eligible services charged to the E-rate Program. (See Free Services Advisory at: https://www.usac.org/sl/applicants/step01/free-services-advisory.aspx) If the value of a subsidized device exceeds the charges for an unsubsidized Data plan that is eligible, schools/libraries will not be able to receive any E-rate funding because the school/library must remove the value of the device from the value of the Service in its E-rate application. If OGS will not change the pricing structure, does this mean that OGS is expecting any school/library seeking E-rate funding for wireless Data to pay full price for all equipment? If yes, please include language to implement this limitation for E-rate applicants/participants. Please also note that failure to make changes needed for service providers to comply with E-rate billing requirements may result in additional cost of billing system enhancements being included in the prices offer or a bill submitted to OGS for the increased cost if such costs cannot be included in Service prices for all customers purchasing under the Contract.	OGS respectfully declines to make the requested change.
212	Solicitation	6.15.1	43	Please clarify that an Accessory Device is only provided one-time with activation of a line under the Contract and that if an Authorized User was provided an Accessory that they cannot get another Accessory by engaging in false churn (disconnecting a line and activating a new line in order to get another free Device).	OGS will provide guidance to Authorized Users through Attachment 7 - How to Use.
213	Solicitation	6.15.4	44	Please include language to clarify that bring your own device does not include government-owned devices, such as subsidized devices purchased under another contract (e.g. Apple devices purchased under NASPO), and that government-owned devices purchased at subsidized prices are ineligible for unsubsidized pricing. Or, in the alternative, please revise the section to state that if Contractor has provided the device at a subsidized price, Contractor may charge the subsidized service rate. Such changes will encourage wireless service providers to participate in multiple contracts with the State rather than chose only one contract to avoid unintended abuse of service pricing.	Please see revised Solicitation Section 6.15.4 - Bring Your Own Device.
214	Solicitation	6.15.4	44	Because OGS is authorized service for personal devices, please confirm that all service purchased under this contract is to be paid for by the Authorized User and used for official purposes only and that personal lines are not eligible for purchase at government rates.	Per Appendix B Section 24 - Official Use Only/No Personal Use, "The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited."

215	Solicitation	6.15.5	44	Response number 89 to the 1st round of questions stated that OGS will not approve Tablets to be an approved Accessory, but that Tablets must be purchased under the Umbrella Contract (Group 73600 Award 22802). However, Tablets available under the Umbrella Contract are Wi-Fi only, because they do not include a 4G LTE Wireless chipset or SIM card slot to work on a Cellular Network. Because this means that Authorized Users cannot purchase Tablets that can be used on a Cellular Network, would OGS reconsider its position and add cellular capable Tablets to the Solicitation/Contract?	No. For information regarding Tablets, please refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)
216	Solicitation	6.15.6	44	Please revise to clarify that trade-in credit is not available for Devices provided as a free Accessory for which user has received unsubsidized Service pricing because getting a free device and receiving trade-in value for it would be a windfall for the State because Service and Devices could essentially be provided for free as a supplement to State appropriations. Please also include that to receive a trade-in credit for Subsidized or Unsubsidized Devices, the Device must be returned or no credit is required.	Per Solicitation Section 6.15.6 - Trade In Allowances, this requirement only applies where "commercially available". Therefore it is within Contractor's discretion whether to allow a trade in credit.
217	Solicitation	6.15.6	44	1.) Has OGS considered that information on personally owned(BYOD) devices is challenging to obtain and release under FOIA/FOIL? (This is why some government entities have policies prohibiting use of personal devices for transacting government business.) 2.)Please also clarify that accessory devices (free) are not eligible for trade-in.	1.) It is at the discretion of the Authorized User whether or not to implement BYOD. 2.) Per Solicitation Section 6.15.6 - Trade In Allowances, this requirement only applies where "commercially available". Therefore it is within Contractor's discretion whether to allow a trade in credit.
218	Solicitation	6.17	44	Please revise to include both Voice Connectivity and Mobile Service, as wireless networks must also convert user Data to transmit calls (e.g. VOIP is also a wireless technology).	Please see revised Solicitation Section 2.1 - Lot 1 - Voice Connectivity Services and Section 2.3 - Lot 3 - Mobile Communication Connectivity Services.
219	Solicitation	6.18	45	Please remove requirement to provide responses to POs, as that is inconsistent with Appendix B Section 30 as described in question for section 6.3.	Please see revised Solicitation Section 6.18 - Telephone Number Selection.
220	Solicitation	6.21	45	Please exclude LOT #3 from the multiple SKU requirement as most wireless price plans include Voice Mail at no additional charge.	If voicemail is included at no additional charge, then no additional SKUs are required.
221	Solicitation	6.25	46	Please remove requirement to provide responses to POs, as that is inconsistent with Appendix B Section 30 as described in question for section 6.3.	Please see revised Solicitation Section 6.25 - Emergency 911 Calls.
222	Solicitation	6.27	46	Please revise the suspension requirement to state that seasonal suspension will be made available to the extent it does not conflict with applicable laws, regulations or ordinances as it may conflict with certain regulators' restrictions on the duration that service may be suspended.	Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.
223	Solicitation	6.27.1	47	Please confirm that this new section only applies to service temporarily suspended and reactivated on the same price plan.	Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.
224	Solicitation	6.28	47	Please remove requirement to provide responses to Pos, as that is inconsistent with Appendix B Section 30 as described in question ##.	Please see revised Solicitation Section 6.28 - Required Coverage - Mobile Communication Connectivity Services.
225	Solicitation	6.30	47	Remove requirement to provide responses to Pos, as that is inconsistent with Appendix B Section 30 as described in question ##.	Please see revised Solicitation Section 6.30 - Internet Access Services.
226	Solicitation	6.32	47	Remove requirement to provide responses to Pos, as that is inconsistent with Appendix B Section 30 as described in question ##.	Please see revised Solicitation Section 6.32 - Speed.
227	Solicitation	6.32	47	Please revise to clarify that Contractors are only required to provide publicly available information because providing confidential business information can potentially compromise network security and create national security risks due to the fact that information provided to the State and/or Authorized Users may become public information (either accidentally or intentionally) as a result of FOIA/FOIL requirements to release information.	Solicitation Section 6.32 - Speed does not require a Contractor to provide confidential business information. Please see Appendix B - Section 6 - Confidential/Trade Secret Materials for further information.
228	Solicitation	6.36.2	49	In light of the language in Appendix B para. 30, what is the process to "finalize" a PO?	Please see revised Solicitation Section 6.36.2 - Categories of Maintenance / Support Services.
229	Solicitation	7.4.1	51	Does this mean that all Contracts will have the same exact start and end date (Term), regardless of when each Contractor's contract is actually fully executed?	An individual Contractor's start date will be the date their Contract is approved. All OGS Centralized Contracts resulting from this Solicitation shall have a coterminous end date.
230	Solicitation	7.5	52	Bidder takes exception to the following requirement: "Pricing shown on the Contractor's pricelist may only include, as pass through on Authorized User invoices, those taxes, surcharges, fees or other charges approved by OGS in accordance with section 3.2.5.5 above." If a new tax is enacted that Bidder is legally required to collect, it must comply with the law. Bidder has no control over certain tax rates and cannot agree to a cap.	Per Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, Contractors seeking approval for new pass through charges during the term of the Contract will be asked to include the information set forth in Attachment 2b - Taxes, Surcharges, Fees, and Other Charges in their submission pursuant to Appendix C - Contract Modification Procedures. An increase in the tax rate for an approved pass through item can be addressed through Appendix C - Contract Modification Procedures.
231	Solicitation	7.5.1	52	Please confirm that lower pricing under an individual Authorized User's PO will NOT trigger any price reductions for the entire contract or other Authorized Users Orders.	OGS confirms.
232	Solicitation	7.5.2	52	Please revise prevailing market rates to include price increases when prevailing market rates increase.	OGS respectfully declines to make the requested revision to Solicitation Section 7.5.2 - Prevailing Market Rates. For information regarding price increases, please refer to Solicitation Section 3.2.5.6 - Price Increases.
233	Solicitation	7.7	53	Please remove "over the phone" as an available method to place POs, as it conflicts with Appendix B, Par. 30, which only provides for formal written Purchase Orders, electronic Purchase Orders or Purchasing Card purchases	OGS respectfully declines to make the requested change.
234	Solicitation	7.8.13	57	Please revise to exclude E-rate customers are excluded, because E-rate rules require customers to pay the amount of the bills not paid for by E-rate funds, and sometimes USAC/FCC denies funding more than 60 days after the current invoicing cycle that must then be charged back to the customer.	OGS respectfully declines to make the requested change.

235	Solicitation	7.8.14	57	Please revise to clarify that this does not apply to new taxes required by law to be charged to certain Authorized Users.	OGS respectfully declines to change Solicitation Section 7.8.14 - Changes in Monthly Costs. Per Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, Contractors seeking approval for new pass through charges during the term of the Contract will be asked to include the information set forth in Attachment 2b – Taxes, Surcharges, Fees, and Other Charges in their submission pursuant to Appendix C - Contract Modification Procedures.
236	Solicitation	7.8.16	57	To address the legal restrictions placed on telecommunications companies regarding the sharing of information to entities other than the account holder without the account holder's consent for this and other sections, please insert in one of the reserved sections "By placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Contractor to OGS, the State Comptroller or either's designee, upon request, of its Customer Proprietary Network Information, as defined by the Federal Communications Commission, or other information, for purposes of managing the Services and Products provided under this Contract. OGS will protect the confidentiality of such information as provided under this Contract." If such information is not inserted, alternative written consent will need to be obtained for each Authorized User's account before such information may be provided to the State.	OGS respectfully declines to make the requested change. Please see revised Solicitation Section 7.8.16 - Access to Past Invoices
237	Solicitation	7.9.3	58	Please remove the last sentence requiring the listing of disputed charges as separate line items rather than as a credit on the next monthly invoice. This would require billing system customization, that if can be done will result in increased prices specific only to this contract or a bill to OGS for the cost of the system customization if the cost cannot be recouped in <u>Service prices</u> .	Please see revised Solicitation Section 7.9.3 - Disputed Charges.
238	Solicitation	7.9.4	59	In first sentence, please replace "any" with "only those". This will avoid disputes over the inclusion of unnecessary clauses that can be misinterpreted and misapplied.	OGS respectfully declines to make the requested change.
239	Solicitation	7.11.4	60	Please add to the first sentence "for tariffed Services" as not all Services available under the Contract are subject to Tariff.	OGS respectfully declines to make the requested change.
240	Solicitation	7.11.12	62	Please remove the statement, "Contractor shall comply with current New York State Governor Andrew M. Cuomo's 18th Proposal of the 2018 State of the State entitled 'Combat Sexual Harassment in the Workplace'. That compliance currently includes a mandate that private companies that do business with the State report sexual assault and harassment statistics to prevent secrecy," because this is not a law or regulation and was not enacted with the laws passed in 2018 pertaining to sexual harassment, the statement is too vague to act upon (e.g., reporting) and any reporting requirements are unclear and overly burdensome.	OGS respectfully declines to make the requested change.
241	Solicitation	7.14	62	Please clarify that Section 7.14 only applies if deliverables include web-based information and applications developed for OGS or programming.	Solicitation Section 7.14 - Accessibility of Web-Based Information and Application Policy applies to all of Contractor's web-based information and applications developed, procured, maintained, or used by state entities.
242	Solicitation	7.16	63	Please see question above related to section 7.8.16 asking for inclusion of consent language to provide information to OGS. If consent is not included, telecommunications providers subject to federal law will only be able to provide limited information, like aggregated or anonymized information for example, to ensure compliance with federal laws/regulations.	Please see revised Solicitation Section 7.16.1 - Report of Contract Usage / Sales Reports Requirements.
243	Solicitation	7.16.1	63	"Is it the OGS' expectation that all transactions, both equipment (e.g., device and accessory) and service (e.g., monthly access, feature, etc.) charges, will be reported by the Contractor in the RFP-specified format for the quarterly Report of Contract Usage/Sales Report?"	Yes.
244	Solicitation	7.16.1	65	In para 4 of section 7.16.1, please add CPNI consent language.	Please see revised Solicitation Section 7.16.1 - Report of Contract Usage / Sales Reports Requirements.
245	Solicitation	7.18.1	64	Please include language stating that wireless devices are excluded because they are not part of the Energy Star program.	OGS respectfully declines to make the requested change.
246	Solicitation	7.21.4	66	For non-State Authorized Users, please insert language that states that these customers can migrate during an existing Purchase Order only to the extent that such migration does not violate any procurement or other rules, regulations or ordinances that apply to the purchase, such as E-rate Program rules that do not permit changing contracts during the funding year.	OGS respectfully declines to make the requested changes. OGS will provide guidance to Authorized Users through Attachment 7 - How to Use.
247	Solicitation	7.22.1	65	Bidder takes exception to this requirement and requests that it be deleted in its entirety. Bidder does not provide customers with access to, or provide logs externally. Upon request, the Contractor shall provide access to logs and reports to OGS or an Authorized User in a format as specified by the Authorized User. Contractor shall provide all requested logs and reports to the Authorized User at no cost.	OGS respectfully declines to make the requested change.
248	Solicitation	7.22.4	66	Bidder takes exception and requests the language be changed to read: Contractor's Corporate Information Security. Contractor shall comply with all Contractor Corporate Information Security Policies NYS ITS Policies as applicable to each Service and Authorized User.	OGS respectfully declines to make the requested change.
249	Solicitation	7.22.4	68	Please revise to state that Authorized Users must also comply with the listed policies, as many of these policies do not apply to contractors (e.g. BYOD applies to "administrators of BYOD programs; 802.11 and encryption applies to systems for which the SE has administrative responsibility, which would not include commercial wireless networks, etc.) and mobile device security is ultimately controlled by the device user (see NIST Special Publications referenced within the listed policies), especially because software that provides mobile device management or encryption capabilities is prohibited from being sold under this contract.	OGS respectfully declines to make the requested change. As per revised Solicitation Section 7.22.4 - NYS ITS Policies, Contractor shall comply with the following NYS ITS Policies, and their successor policies, <u>as requested by Authorized User</u> , (Emphasis added).

250	Solicitation	7.22.5	68	<p>1) Please revise to state that contractor must comply with "applicable" laws because not all contractors will be handling information subject to the listed laws.</p> <p>2) Please also see request to add consent language to permit sharing customer information with the States as needed to comply with information protection requirements in federal telecommunications laws.</p>	<p>1) Solicitation Section 7.22.5 - Confidentiality and Privacy Policies and Laws requires compliance with applicable guidelines, laws, policies, rules, and regulations on the Federal, State, and Local levels.</p> <p>2) Please see revised Solicitation Section 1.1 - Introduction for revised language regarding disclosure of Authorized Users' information.</p>
251	Solicitation	7.26	69	Please revise the statement to this section to permit presentations to and sharing of information about the Contract with potential Authorized Users without OGS approval.8.1.	OGS respectfully declines to make the requested change. Contractors will be expected to comply with Appendix B, Section 21 – Contract Publicity and Solicitation Section 7.26 - Press Releases / Contractor Advertisement / Contract Publicity.
252	Solicitation	8.1.1	70	Please revise the RFQ response requirement to permit Contractors to submit a "no bid" response. Contractors should not be obligated to submit quotes if it does not want to or cannot meet additional requirements, terms or conditions specified in the RFQ.	OGS respectfully declines to make the requested change. As per Attachment 7c - How To Use - RFQ Template, page 4, Contractor may check the box labeled "WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:" and provide an explanation for not responding.
253	Solicitation	8.1.2	70	Please revise the RFQ response requirement to permit Contractors to submit a "no bid" response. Contractors should not be obligated to submit quotes if it does not want to or cannot meet additional requirements, terms or conditions specified in the RFQ.	OGS respectfully declines to make the requested change. As per Attachment 7c - How To Use - RFQ Template, page 4, Contractor may check the box labeled "WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:" and provide an explanation for not responding.
254	Solicitation	8.1.4	71	Will OGS consider in its price reasonableness evaluation the increased costs of individualized project plans, SLAs, and other terms and conditions required in this Contract that are not required under contracts to which OGS intends to compare proposed prices?	Per Solicitation Section 3.2.6 - Reasonableness of Price, "OGS reserves the right to conduct additional research and request additional information to assess the reasonableness of price."
255	Solicitation	8.3.1	72	<p>1) Are the additional items requested in a Service Change limited to only those products or services listed on that Contractor's price matrix?</p> <p>2) In other words, can Authorized Users add additional products/services not on the OGS contract through their competitive RFQ?</p>	<p>1) Yes. Contractor must only offer Services listed on their approved pricelist to Authorized Users.</p> <p>2) No. However, if an Authorized User requested a Service not listed on Contractor's approved pricelist, then Contractor could add the product through the through Appendix C - Contract Modification process. The Authorized User would not be able to purchase the Service until it was listed on the Contractor's approved pricelist.</p>
256	Solicitation	8.5	73	Please revise "The records must be maintained in hard copy and electronic format as originally provided" to "The records may be maintained in hard copy or electronic format" because technology companies have reduced operating costs by moving to electronic document storage. Requiring long-term storage of hard copy documents will increase the costs of providing Service under this contract and will result in higher Service prices.	Please see revised Solicitation Section 8.5 - Required Records.
257	Solicitation	8.6	73	Will OGS consider in its price reasonableness evaluation the increased costs of undefined requirements, terms and conditions that may be required by Authorized Users that are not required under contracts to which OGS intends to compare proposed prices?	OGS reserves the right to conduct additional research, which may include comparing the terms and conditions of this Solicitation to the terms and conditions of the contract submitted by Bidder to establish reasonableness of price.
258	Solicitation	1.11 DEFINITIONS - ACCESSORY DEVICE	11	<p>Based on the revised definition:</p> <p>1) Will OGS provide further clarification in regards to its meaning of Accessory Device in order for Bidder to better understand requirements throughout the solicitation that reference an Accessory Device?</p> <p>2) Is an Accessory Device its own Device category that is neither the Subsidized Device sold at a reduce price or an Unsubsidized Device sold at full price?</p> <p>3) If an Accessory Device that is its own Device category, will OGS update the Price Sheet to reflect the difference between the three offerings?</p>	<p>1.) Please see Solicitation Section 1.11 - Definitions, Accessory Device.</p> <p>2.) Yes.</p> <p>3.) Please see revised Attachment 2 - Pricing, Pricing - Lot 3 Mobile tab.</p>
259	Solicitation	1.11 DEFINITIONS - UNSUBSIDIZED DEVICE	15	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation that includes mandatory requirements for "Unsubsidized Devices":</p> <p>1) Are Installment Billing equipment and services offered as Unsubsidized Devices allowed or restricted from the resulting contract? Installment Billing will require an Authorized User to accept terms and conditions from a separate Installment Billing agreement.</p> <p>2) Will OGS permit Authorized Users to request Installment Billing equipment and services as part of or awarded through any Authorized User Agreement or Purchase Order?</p>	<p>1.) Please see revised Solicitation Section 6.15 - Devices. A separate installment billing agreement will not be a part of the Contract resulting from this Solicitation.</p> <p>2.) Contractor must only offer Services listed on their approved pricelist to Authorized Users.</p>
260	Solicitation	3.2.1.2(b) DEVICES	22	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>1) Are Bidders required to provide SKUs for Subsidized Devices and Unsubsidized Devices? The provision only references SKUs for Accessory Devices.</p>	Yes. Please see revised Solicitation Section 3.2.5 - Proposed Pricelist and Section 3.2.1.2(b) - Devices.

261	Solicitation	3.2.5 PROPOSED COST LIST	24	<p>Based on OGS' response to Bidder questions:</p> <p>1) Paragraph 1: Where a Bidder is not a Last Mile vendor, it is an industry standard for Authorized Users to provide its complete site address and NPA/NXX to provide a complete cost of the Services, specifically, LOT 2 Internet Access Services. Without this information, which is quoted specifically per building, a Bidder who is not a Last Mile vendor cannot provide a complete cost that includes both the port and access pricing. As such, if Bidder is only able to include port pricing (not Last Mile pricing or commonly known as access pricing) in its proposed price list:</p> <p>a) Will OGS allow Bidders who are not a Last Mile vendor to bundle and price the Last Mile (access) price for an Authorized User through the Authorized User's RFQ's resulting in an Authorized User Agreement or Purchase Orders? This is current methodology for quotations.</p> <p>b) If not, will OGS find the port only pricing offered in its pricelist acceptable?</p> <p>2) Paragraph 5:</p> <p>a) Will Bidders be allowed to include text that outline the parameters of the Service Pricing?</p> <p>b) If so, where can the Bidder add this text?</p> <p>c) Will OGS remove the shading from Attachment 2 to allow Bidder to add this text?</p>	<p>1) Please see revised Solicitation Section 3.2.5.8 - Physical Service Connection Charge.</p> <p>a) No. Contractor must only offer Services listed on their approved pricelist to Authorized Users.</p> <p>b) Contractor may include one SKU for the port pricing, a separate SKU for the access pricing, or one SKU that combines port pricing with access pricing. In any case, SKUs and Services offered on Bidder's Attachment 2 - Pricing must match SKUs and Services offered on Bidder's documentation of reasonableness of price. Additionally, per Attachment 2 - Pricing, Fields tab, "SKUs must be unique and cannot be the same as any other SKU on the pricelist."</p> <p>2)</p> <p>a) Yes, please see revised Attachment 2 - Pricing.</p> <p>b) Yes, please see revised Attachment 2 - Pricing.</p> <p>c) Once Bidder indicates on the Bidder Information tab the Lot(s) Bidder is submitting a Bid for, the shading on the corresponding price page tabs will be automatically removed, and Bidder will be able to insert additional sheet rows if required.</p>
262	Solicitation	3.2.5.7 COMPLETE PRICE	25	<p>Based on OGS' response to Bidder questions:</p> <p>1) Paragraph 1: Where a Bidder is not a Last Mile vendor, it is an industry standard for Authorized Users to provide its complete address and NPA/NXX to provide a complete cost of the Services, specifically, LOT 2 Internet Access Services. Without this information, which is quoted specifically per building, a Bidder who is not a Last Mile vendor cannot provide a complete cost that includes both the port and access pricing. As such, if Bidder is only able to include port pricing (not Last Mile pricing or commonly known as access pricing) in its proposed price list:</p> <p>a) Will OGS allow Bidders who are not a Last Mile vendor to bundle and price the Last Mile (access) price for an Authorized User through the Authorized User's RFQ's resulting in an Authorized User Agreement or Purchase Orders? This is current methodology for quotations.</p> <p>b) If not, will OGS find the port only pricing offered in its pricelist acceptable?</p>	<p>1) Please see revised Solicitation Section 3.2.5.8 - Physical Service Connection Charge.</p> <p>a) No. Contractor must only offer Services listed on their approved pricelist to Authorized Users.</p> <p>b) Contractor may include one SKU for the port pricing, a separate SKU for the access pricing, or one SKU that combines port pricing with access pricing. In any case, SKUs and Services offered on Bidder's Attachment 2 - Pricing must match SKUs and Services offered on Bidder's documentation of reasonableness of price. Additionally, per Attachment 2 - Pricing, Fields tab, "SKUs must be unique and cannot be the same as any other SKU on the pricelist."</p>
263	Solicitation	6.5 NO TERMINATION FEES	41	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>Where a Bidder is not a Last Mile vendor, it is an industry standard for Vendors to apply an early termination charge to Authorized Users as imposed on the Vendor by the Local Exchange Carrier (LEC) for the early disconnection of Services, specifically, LOT 2 Internet Access Services:</p> <p>1) Will OGS revise this provision to allow Bidders who are not a Last Mile provider to charge Authorized Users an early termination fee as imposed on the Vendor by the LEC?</p> <p>2)</p> <p>2) If so, will OGS modify its Attachment 2 to allow Bidders who are not a Last Mile provider to list the early termination fee?</p>	<p>OGS respectfully declines to make the requested changes.</p>
264	Solicitation	6.7 SERVICE PERIOD	42	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>Where a Bidder is not a Last Mile vendor, it is an industry standard for Vendors to require and apply either a 12 month, 24 month or 36 month service period to Authorized Users, specifically, LOT 2 Internet Access Services because the fees and penalties imposed on the Vendor by the Local Exchange Carrier (LEC) and/or Last Mile vendor are extremely high. Additionally, there is a price difference applied to Authorized Users who chose a 12 month, 24 month or 36 month service period.</p> <p>1) Will OGS revise this provision to allow Bidders who are not a Last Mile provider to select a 12 month, 24 month or 36 month service period, specifically LOT 2?</p> <p>2) If so, will OGS modify its Attachment 2 to allow Bidders who are not a Last Mile provider to price 12 month, 24 month or 36 month service period, specifically for LOT 2?</p> <p>3) If not and Bidder cannot comply with offering a 0 month service period because it is considered a material deviation, should Bidder refrain from submitting a response for any applicable LOTS rather than OGS automatically finding its submission non-responsive?</p>	<p>1.) OGS respectfully declines to make the requested change.</p> <p>2.) OGS respectfully declines to make the requested change.</p> <p>3.) OGS reserves the right to exclude any Services that do not meet the requirements of the Solicitation without disqualifying the entire bid.</p>
265	Solicitation	6.15.1 ACCESSORY DEVICE	44	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>1) Paragraph 2: Please explain why an Accessory Device can only be activated on an Unsubsidized Service Plan?</p>	<p>Please see Solicitation Section 1.11 - Definitions, Accessory Device.</p>

266	Solicitation	6.15.3 UNSUBSIDIZED DEVICE	45	<p>Based on OGS' response to Bidder questions and the redlined/revise Solicitation:</p> <p>1) Are Installment Billing equipment and services offered as Unsubsidized Devices allowed or restricted from the resulting contract? Installment Billing will require an Authorized User to accept terms and conditions from a separate Installment Billing agreement.</p> <p>2) Will OGS permit Authorized Users to request Installment Billing equipment and services as part of or awarded through any Authorized User Agreement or Purchase Order?</p>	<p>1.) Please see revised Solicitation Section 6.15 - Devices. A separate installment billing agreement will not be a part of the Contract resulting from this Solicitation.</p> <p>2.) Contractor must only offer Services listed on their approved pricelist to Authorized Users.</p>
267	Solicitation	6.15.5 ATTACHMENT 2 - PRICING	45	<p>Based on OGS' response to Bidder questions and the redlined/revise Solicitation:</p> <p>1) Are Bidders required to provide SKUs for Subsidized Devices and Unsubsidized Devices? The provision only references SKUs for Accessory Devices.</p>	<p>Yes. Please see revised Solicitation Section 3.2.5 - Proposed Pricelist and Section 6.15.5 - Attachment 2 - Pricing.</p>
268	Solicitation	6.27 TEMPORARY SUSPENSION OF SERVICE	47 & 48	<p>Based on OGS' response to Bidder questions and the redlined/revise Solicitation:</p> <p>It is not an industry standard nor is it feasible to temporarily suspend Data Connectivity Services, specifically Internet Access Services. These Services are heavily reliant as well as highly individualized (based on the Authorized User complete site address and NPA/NXX) on the Last Mile vendor and/or the LEC. Where a Bidder is not a Last Mile vendor and cannot temporarily suspend Internet Access Services:</p> <p>1) Will OGS revise this provision by excluding Data Connectivity Services (LOT 2) and making it applicable only to Voice Connectivity Services (LOT 1) and Mobile Communication Connectivity Services (LOT 3) to allow Bidders who are not a Last Mile to comply with the requirement?</p> <p>2) If not and Bidder cannot comply with offering a temporary suspension of service for any Data Connectivity Service (LOT 2), specifically, Internet Access Service because it is considered a material deviation, should Bidder refrain from submitting a response rather than OGS automatically finding its submission non-responsive?</p> <p>3) In regards to LOT 3 Mobile Communication Connectivity Services, will OGS allow awarded Contractors to apply a suspension charge? Will OGS allow awarded Contractors to apply a percentage cap of the amount of Authorized Users in a single account during 12 calendar months or a cap on the length of time an Authorized User can be subscribed to the plan? Presently, awarded Contractors can temporarily suspend LOT 3 Mobile Communication Connectivity Services for up to 3 months during a 12 month period for a MRC.</p>	<p>Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.</p>
269	Solicitation	6.27.1 CONTINUITY OF FULL OR UNLIMITED USE SERVICE	48	<p>Based on OGS' redlined/revise Solicitation:</p> <p>In order for Bidder to determine whether or not it can comply:</p> <p>1) Please explain the purpose of this new provision and how it relates to the temporary suspension of service.</p> <p>2) Is the requirement related to Bidder's ability to throttle, suspend or terminate data services for Authorized Users' excessive/high usage?</p>	<p>1) Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.</p> <p>2) No.</p>
270	Solicitation	6.27.2 REACTIVATION OF SERVICES	48	<p>Based on OGS' response to Bidder questions and the redlined/revise Solicitation:</p> <p>It is not an industry standard nor is it feasible to temporarily suspend Data Connectivity Services, specifically, Internet Access Services once that Service has been disconnected. It is not an industry standard nor is it feasible to <u>reactivate or re-install</u> Data Connectivity Services, specifically, Internet Access Services once that Service has been disconnected without the Authorized User incurring a charge or within the 180 days. These service changes are heavily reliant as well as highly individualized (based on the Authorized User complete site address and NPA/NXX) on the Last Mile vendor and/or the LEC. Where a Bidder is not a Last Mile vendor and cannot temporarily suspend Internet Access Services or reactivate or re-install these Services without a charge or within 180 days:</p> <p>1) Will OGS revise this provision by excluding Data Connectivity Services (LOT 2) and making it applicable only to Voice Connectivity Services (LOT 1) and Mobile Communication Connectivity Services (LOT 3) to allow Bidders who are not a Last Mile to comply with the requirement?</p> <p>2) If not, and Bidder cannot comply with offering a temporary suspension of service for any Data Connectivity Service (LOT 2), specifically, Internet Access Service because it is considered a material deviation, should Bidder refrain from submitting a response rather than OGS automatically finding its submission non-responsive?</p> <p>3) Will OGS consider deleting the reference to one hundred eighty (180) Days as it conflicts with the following sentence stating the time period may vary.</p>	<p>Please see revised Solicitation Section 6.27 - Temporary Suspension of Service.</p>

271	Solicitation	7.5 PRICING	54	<p>Based on OGS' response to Bidder Questions and the redlined/revised Solicitation:</p> <p>1) Paragraph 1: Where a Bidder is not a Last Mile vendor, it is an industry standard for Authorized Users to provide its complete site address and NPA/NXX to provide a complete cost of the Services, specifically, LOT 2 Internet Access Services. Without this information, which quoted specifically per building, a Bidder who is not a Last Mile vendor cannot provide a complete cost that includes both the port and access pricing. As such, if Bidder is only able to include port pricing (not Last Mile pricing or commonly known as access pricing) in its proposed price list:</p> <p>a) Will OGS allow Bidders who are not a Last Mile vendor to bundle and price the Last Mile (access) price for an Authorized User through the Authorized User's RFQ's resulting in an Authorized User Agreement or Purchase Orders? This is the current methodology for quotations.</p>	<p>1) Please see revised Solicitation Section 3.2.5.8 - Physical Service Connection Charge.</p> <p>a) No. Contractor must only offer Services listed on their approved pricelist to Authorized Users.</p>
272	Solicitation	7.5.1 NOT TO EXCEED	54	<p>Based on OGS' response to Bidder Questions and the redlined/revised Solicitation:</p> <p>1) Where a Bidder is not a Last Mile vendor, it is an industry standard for Authorized Users to provide its complete site address and NPA/NXX to provide a complete cost of the Services, specifically, LOT 2 Internet Access Services. Without this information, which is quoted specifically per building, a Bidder who is not a Last Mile vendor cannot provide a complete cost/ not to exceed price that includes both the port and access pricing. As such, if Bidder is only able to include port pricing (not Last Mile pricing or commonly known as access pricing) in its proposed price list:</p> <p>a) Will OGS allow Bidders who are not a Last Mile vendor to bundle and price the Last Mile (access) price for an Authorized User through the Authorized User's RFQ's resulting in an Authorized User Agreement or Purchase Orders? This is the current methodology for quotations.</p> <p>b) If not, will OGS find the port only pricing offered in its pricelist acceptable?</p>	<p>1) Please see revised Solicitation Section 3.2.5.8 - Physical Service Connection Charge.</p> <p>a) No. Contractor must only offer Services listed on their approved pricelist to Authorized Users.</p> <p>b) Contractor may include one SKU for the port pricing, a separate SKU for the access pricing, or one SKU that combines port pricing with access pricing. In any case, SKUs and Services offered on Bidder's Attachment 2 - Pricing must match SKUs and Services offered on Bidder's documentation of reasonableness of price. Additionally, per Attachment 2 - Pricing, Fields tab, "SKUs must be unique and cannot be the same as any other SKU on the pricelist."</p>
273	Attachment 2 - Pricing	Entire Attachment		Will OGS update the Price Sheet to reflect the difference between the Accessory Device, Subsidized Device and Unsubsidized Device offerings?	Please see revised Attachment 2 - Pricing.
274	Attachment 2 - Pricing	Entire Attachment		Will OGS update the Price Sheet to remove the shading to allow Bidder to add text that describes the plan parameters?	Once Bidder indicates on the Bidder Information tab the Lot(s) Bidder is submitting a Bid for, the shading on the corresponding price page tabs will be automatically removed.
275	Attachment 2 - Pricing	Entire Attachment		Will OGS update the Price Sheet to remove the shading to allow Bidder to provide additional Service Plan offerings?	Once Bidder indicates on the Bidder Information tab the Lot(s) Bidder is submitting a Bid for, the shading on the corresponding price page tabs will be automatically removed, and Bidder will be able to insert additional sheet rows if required.
276	Solicitation	1.6 KEY EVENTS/DATES	10	In the event OGS PSG does not provide responses to Bidder follow-up questions on 05/13/2019, will OGS extend the bid opening date/due date for Bidder submissions to equal the amount of days after 05/13/2019 OGS PSG does not provide responses back to Bidders? For example, if OGS PSG post responses to Bidder follow-up questions five (5) business days after the initial date provided in this section, will OGS extend the bid opening date/due date for Bidder submissions for an additional five (5) business days to match?	Please see revised Solicitation Section 1.6 Key Events/Dates.
277	Solicitation	1.11 DEFINITIONS	15	Based on OGS' response to Bidder questions and the redlined/revised Solicitation that includes mandatory requirements for "Legacy Devices":	As per Solicitation Section 7.23.5 - Legacy Services or Legacy Devices, a Legacy Device is any Device that has been deemed "End-of-Life."
278	Solicitation	1.13 CONFLICT OF TERMS	16	<p>1) Will OGS include a "Legacy Devices" definition to formally define this capitalized term?</p> <p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>1) Will OGS update this section to match its changes to Section 7.3 Conflict of Terms, page 53?</p>	OGS respectfully declines to make the requested change. As per Solicitation Section 1.13 - Conflict of Terms conflicts among the documents in the Solicitation shall be resolved according to the order of precedence in Section 1.13. As per Solicitation Section 7.3 - Conflict of Terms conflicts among the documents in the resulting Contract shall be resolved according to the order of precedence in Section 7.3.
279	Solicitation	3.2.3 NET NEUTRALITY	23 & 24	<p>Based on OGS' response to Bidder questions:</p> <p>The legality of this type of provision is a central issue of an industry-wide litigation of which all major wireless telecommunication carriers have questioned. Given the unsettled nature of Net Neutrality:</p> <p>1) Will OGS reconsider its responses to all Bidders' questions regarding 3.2.3 Net Neutrality?</p> <p>2) If not, pursuant to Solicitation Sections 4.11.1 (M), (P), (T) and (V) as well as Section 4.11.2 (A), will OGS allow Bidder to further negotiate this provision when OGS conducts contract negotiations?</p>	<p>1) OGS respectfully declines to change Solicitation Section 3.2.3 - Net Neutrality.</p> <p>2) No. As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract.</p>
280	Solicitation	3.2.5.5 EXCLUSION OF ADDED COSTS INCLUDING TAXES, SURCHARGES, FEES, AND OTHER CHARGES, Paragraph 1	25	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>Because an Authorized User's exempt status is dictated by applicable law, which is subject to change at all times without warning or notice, will OGS modify the first paragraph to read as follows:</p> <p>Authorized Users are exempt from payment of most taxes and related charges as dictated under applicable NYS Tax Law, including but not limited to, For example, under NYS Tax Law sections 1116(a)(1) and (2). All all New York governmental entities (the state of New York and any of its agencies, instrumentalities, public corporations or political subdivisions) are exempt from paying New York State sales taxes. (See also Appendix B section 8, Taxes.) Accordingly, listed net prices are limited only to the charge for the Product or Service and shall not include any taxes, surcharges, fees or other charges.</p>	OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges.

281	Solicitation	3.2.5.5 EXCLUSION OF ADDED COSTS INCLUDING TAXES, SURCHARGES, FEES, AND OTHER CHARGES, Paragraph 2	25	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>As an industry wide standard, Contractors should not bear the burden of establishing an Authorized User's legal authority each time the awarded Contractor must charge or pass through a tax, fee, or surcharge.</p> <p>Because any applicable rate is subject to change at any time, as are exemptions applicable to Authorized Users and the interpretation of State and Local Tax Laws are subject to change at all times without warning or notification, bearing the burden of establishing an Authorized User's legal authority will be an extremely arduous time consuming task.</p> <p>In addition, Solicitation Section 7.21.2, the Authorized User must furnish the Contractor with the proper tax exemption certificates.</p> <p>Based on the foregoing, will OGS modify the second paragraph to read as follows:</p> <p>Bidders seeking to will not invoice Authorized Users for taxes, surcharges, fees or other charges in addition to the charge for the Product or Service where bear the burden of establishing the legal authority exempts Authorized Users from such charges, provided appropriate evidence of exemption has been provided by Authorized User to Contractor for such charges to the satisfaction of OGS. Bidders shall use Attachment 2b – Taxes, Surcharges, Fees, and Other Charges to propose the pass through of specific taxes, surcharges, fees or other charges of which the final form and content will be agreed to by OGS and Contractor for OGS approval. All instructions in Attachment 2b – Taxes, Surcharges, Fees, and Other Charges as agreed to by OGS and Contractor are to be followed. Bidder and OGS acknowledge and agree Bidder may include in an invoice charges Bidder is required by Regulatory Authority or applicable law to collect on behalf of third parties or to governmental entities in connection with the services provided. An example of such a charge is the federal Universal Service Fund ("USF") charges or any applicable Administration Fees.</p>	<p>OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges.</p> <p>Please see revised Solicitation Section 7.21.2 - Non-State Agencies Participation in Centralized Contracts.</p>
282	Solicitation	3.2.5.5 EXCLUSION OF ADDED COSTS INCLUDING TAXES, SURCHARGES, FEES, AND OTHER CHARGES, Paragraph 3	25	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>Any applicable rate is subject to change at any time, as are exemptions applicable to Authorized Users and the interpretation of State and Local Tax Laws are subject to change at all times without warning or notification.</p> <p>As such, Contractor cannot have OGS approve the rates, which should not be unreasonably withheld, prior to the Contractor passing through the rates to the Authorized User.</p> <p>In addition, there are systematic limitations preventing the itemization of each applicable (as required by law) taxes, surcharges, fees or other charges, which requires Contractors to summarize such items on the invoice under a Government Taxes, Fees and Surcharges header.</p> <p>With these explanations, will OGS modify the third paragraph to read as follows:</p> <p>Only taxes, surcharges, fees or other charges required, authorized or permitted by applicable law approved in advance by OGS may be passed through to Authorized Users on the Contractor's invoice. Contractors shall itemize each OGS approved tax, surcharge, fee or other charge passed through on Authorized User's invoice. Contractors shall not summarize or bundle such items on Authorized User's invoice.</p>	<p>OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges.</p>

283	Solicitation	3.2.5.5 EXCLUSION OF ADDED COSTS INCLUDING TAXES, SURCHARGES, FEES, AND OTHER CHARGES, Paragraph 4	25	<p>Based on OGS' response to Bidder questions and the redlined/ revised Solicitation:</p> <p>Any applicable rate is subject to change at any time, as are exemptions applicable to Authorized Users and the interpretation of State and Local Tax Laws are subject to change at all times without warning or notification, and as such, cannot seek approval through the Contract Update Modification prior to the application of the rates .</p> <p>Further, listing all anticipated State and Local taxes, fees and surcharges in Attachment 2b and submitting it as part of either the Bidder's response or any future Contract Update Modification is not feasible or practical. Any applicable rate is based on the Authorized User's local tax laws, in addition to the State tax laws, and heavily dependent on the service type Authorized User has selected.</p> <p>1) Specifically for the Bidder's response to this Solicitation, will the State allow Bidders to provide Attachment 2b that only list the rates of the applicable taxes, fees and surcharges for State Agencies only located within Albany, NY for the proposed service types only? In doing so, the awarded Contract can provide the non-state agency Authorized User an Attachment 2b as part of their RFQ or Purchase Order to specifically list the applicable rates pursuant to the requested service types. 2) If so, will OGS modify the fourth paragraph to read as follows:</p> <p>OGS and Contractor acknowledge and agree shall not charge Authorized Users for taxes, surcharges, fees or other charges at a rate exceeding the rates shown on the approved Attachment 2b – Taxes, Surcharges, Fees, and Other Charges are subject to change by Regulatory Authority or applicable law. Contractor may charge Authorized Users for taxes, surcharges, fees or other charges at a rate lower than the rate shown on the approved Attachment 2b – Taxes, Surcharges, Fees, and Other Charges. Contractors seeking approval for new pass through charges during the term of the Contract will be asked to include the information set forth in Attachment 2b – Taxes, Surcharges, Fees, and Other Charges in their submission pursuant to Appendix C – Contract Modification Procedures. Contractor shall not charge Authorized Users at the new pass-through charge rate until their Appendix C Modification has been approved by OGS.</p>	<p>OGS respectfully declines to change Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges.</p>
284	Solicitation	6.12 COVERAGE GUARANTEE	43	<p>Based on OGS' response to Bidder questions:</p> <p>Bidder can agree to this provision; however, if the information requested by OGS or an Authorized User after the award of the contract:</p> <p>1) Will OGS add a sentence to this provision to allow awarded Contractors to provide this information after a mutual non-disclosure agreement is signed by the parties? 2) If not, then Bidder will add this to the FOIA section of the Solicitation.</p>	<p>Solicitation Section 6.12 - Coverage Guarantee does not require a Contractor to provide confidential business information.</p> <p>Please see Appendix B - Section 6 - Confidential/Trade Secret Materials for further information.</p>
285	Solicitation	7.5 PRICING	54	<p>Based on OGS' response to Bidder questions and the redlined/ revised Solicitation:</p> <p>Any applicable rate is subject to change at any time, as are exemptions applicable to Authorized Users and the interpretation of State and Local Tax Laws are subject to change at all times without warning or notification.</p> <p>As such, Contractor cannot have OGS approve the rates, which should not be unreasonably withheld, prior to the Contractor passing through the rates to the Authorized User.</p> <p>Based on the foregoing, will OGS modify the second paragraph to read as follows:</p> <p>Pricing shown on the Contractor's pricelist may only include, as pass through on Authorized User invoices, those taxes, surcharges, fees or other charges approved by OGS in accordance with section 3.2.5.5 above.</p>	<p>OGS respectfully declines to change Solicitation Section 7.5 - Pricing.</p> <p>Per Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, Contractors seeking approval for new pass through charges during the term of the Contract will be asked to include the information set forth in Attachment 2b – Taxes, Surcharges, Fees, and Other Charges in their submission pursuant to Appendix C - Contract Modification Procedures.</p>
286	Solicitation	7.8.10 BASIC SERVICE CHARGE BREAKDOWN	58	<p>Based on OGS' response to Bidder questions:</p> <p>1) Please advise whether or not OGS intends to request this basic service charge report containing information that belongs to the Authorized User? 2) If so, will OGS modify this requirement to allow awarded Contractors to provide the Authorized User information in aggregate in order to comply with all applicable Federal laws as required by Section 7.21.1 and Section 7.22.5 and in accordance with Part 64, Title 47 of the Code of Federal Regulation? a) Contractors, in addition to the State, have a duty to protect against providing unauthorized information. Non-state agency Authorized Users own their own accounts and as such to provide all of the non-state agency Authorized User' information to the State without the consent of the Authorized User in the form of a LOA, will violate CPNI.</p>	<p>1) Please see revised Solicitation Section 1.1 - Introduction for revised language regarding disclosure of Authorized Users' information. 2) OGS respectfully declines to make the requested change. a) Please see revised Solicitation Section 1.1 - Introduction for revised language regarding disclosure of Authorized Users' information.</p>

287	Solicitation	7.8.13 INVOICING OF PAST CHARGES	59	<p>Based on OGS' response to Bidder questions: Charges related to the Last Mile vendor and/or Local Exchange Carrier (LEC) for Data Connectivity Services of LOT 2, specifically, Internet Access Services and Mobile Communication Connectivity Services of LOT 3, can take up to 180 days to be reflected on the Authorized User's invoice:</p> <p>1) Because OGS will not modify this provision to allow for the application of charges incurred up to 180 days, will OGS modify this provision to allow awarded Contractors to recoup any cost that should be billed but cannot because of this provision?</p> <p>2) If not, is OGS explicitly stating that awarded Contractor cannot recoup costs for services rendered pursuant to this provision?</p>	<p>1) OGS respectfully declines to make the requested change. 2) No, OGS is stating that the Contractor may not invoice Authorized Users for any monthly service or usage that was utilized sixty (60) Days prior to the beginning of the then current invoicing cycle.</p>
288	Solicitation	7.8.14 CHANGES IN MONTHLY COSTS	59	<p>Based on OGS' response to Bidder questions and the redlined/ revised Solicitation:</p> <p>Any applicable rate is subject to change at any time, as are exemptions applicable to Authorized Users and the interpretation of State and Local Tax Laws are subject to change at all times without warning or notification.</p> <p>As such, Contractor may invoice Authorized User for any applicable rate not listed on the pricelist or not previously in existence.</p> <p>Will OGS modify this provision to be applicable only to the rates listed in Attachment 2 and exclude the rates listed in Attachment 2b?</p>	<p>OGS respectfully declines to change Solicitation Section 7.8.14 - Changes in Monthly Costs.</p>
289	Solicitation	7.8.16 ACCESS TO PAST INVOICES	59	<p>Based on OGS' response to Bidder questions and the redlined/ revised Solicitation:</p> <p>1) Paragraph 2: Bidder understands that State Agencies must maintain Records pursuant to the cited law. Please explain why OGS is stating awarded Contractors must maintain Records for a minimum of 7 years, when Appendix A (which takes precedence pursuant to both Conflict of Terms provisions) requires awarded Contractor's to maintain Records for 6 years.</p>	<p>Per Appendix A Section 10 - Records, "The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter." This could total up to seven (7) years.</p>
290	Solicitation	7.9.2 FAILURE OF AN AUTHORIZED USER TO MAKE PAYMENTS	60	<p>Based on OGS' response to Bidder questions:</p> <p>OGS responses to Bidder questions line items 150, 226, 328 appear to differ. OGS' response specifically to line item 150 states "Solicitation section 7.9.2 contains a prohibition on cancellation of service for nonpayment, but also incorporates Appendix B section 46(b), which allows the vendor to "suspend additional provision of Products" (terminate service) for nonpayment after notice."</p> <p>1) Are awarded Contractors, in fact, allowed to terminate service for nonpayment after notice pursuant to Appendix B section 46(b) as OGS provided in its response to Bidder questions?</p>	<p>Please see revised Solicitation Section 7.9.2 - Failure of an Authorized User to Make Payments.</p>
291	Solicitation	7.9.3 DISPUTED CHARGES	60	<p>Based on OGS' response to Bidder questions and the redlined/ revised Solicitation:</p> <p>1) Paragraph 1: Bidder understands an invalid charge means a disputed charge that was not provided for under the resulting Contract or Authorized User Agreement, or both. For purpose of Bidder fully understanding this definition and provision, will OGS further clarify if Bidder should interpret invalid charge to also mean a charge for a Service or Device that is not specifically priced in the Price List (Attachment 2 and Attachment 2b) of the resulting Contract or Authorized User Agreement, or both?</p> <p>2) Paragraph 2: Will OGS require authorization from an Authorized User or allow Contractor to obtain authorization from an Authorized User for OGS to view an Authorized User invoice? Both OGS and Contractor are required to comply with all applicable Federal laws as provided for in Section 7.21.1 and Section 7.22.5, as it relates to the protection of an Authorized Users call detail. And, have a duty to do so pursuant to Part 64, Title 47 of CFR.</p>	<p>1) Yes. A charge for a Service or Device that is not included on the approved pricelist would be considered an invalid charge. Please see Appendix C - Contract Modification for the process to update Bidder's pricelist. 2) Please see revised Solicitation Section 7.8.16 - Access to Past Invoices.</p>
292	Solicitation	7.13 ELECTRONIC PROCUREMENT SYSTEMS (EPROCUREMENT)	64	<p>Based on OGS' response to Bidder questions:</p> <p>Due to the State not providing specific information as to how and when implementation of the eProcurement system is to occur:</p> <p>1) Will OGS modify this provision and add the following clarifying language:</p> <p>"Bidder shall exercise commercially reasonable efforts to successfully activate and maintain a technically compliant catalog."</p>	<p>OGS respectfully declines to make the requested change. There is already a web-based e-procurement system in place. However, at this time OGS has no intention of including this Contract award on this system.</p>

293	Solicitation	7.16.1 REPORT OF CONTRACT USAGE / SALES REPORTS REQUIREMENTS	65	<p>Based on OGS' response to Bidder questions:</p> <p>Pursuant to Part 64, Title 47 of CFR, Authorized Users have a right, and Contractor has a duty to protect the confidentiality of CPNI. CPNI, includes, but is not limited to, Product and Service configuration, type, destination, Authorized User use of Products and Services and information found on the invoice. As such, the FCC requires Contractors to implement safeguards that are designed to protect an Authorized User's CPNI - Authorized User who owns and pays its own account.</p> <p>An implemented safeguard, includes, but is not limited to, providing aggregated data and the aggregated amount of sales.</p> <p>Based on the foregoing, will OGS modify the fourth paragraph to read as follows:</p> <p>The report in Attachment 6 – Report of Contract Usage contains the minimum information required, which format may be further negotiated to comply with federal law. Additional related sales information, such as detailed aggregated Authorized User purchases detail may be required by OGS and must be supplied upon request. Detailed Authorized User purchase details requires the Authorized User to grant Contractor to release CPNI to OGS.</p>	<p>OGS respectfully declines to make the requested change. Please see revised Solicitation Section 7.16.1 - Report of Contract Usage / Sales Reports Requirements and revised Attachment 6 - Report of Contract Usage.</p>
294	Solicitation	7.21.4 CONTRACT MIGRATION	68 & 69	<p>Based on OGS' redlined/revised Solicitation:</p> <p>New York State Department of Information Technology (NYS ITS) has in the past and is currently releasing and awarding RFQs on behalf of both State Agencies and Authorized Users for Services under Comprehensive Telecommunications Services Contract Group 77107 Award 20268:</p> <p>1) Paragraph 1: Does this paragraph apply to only State Agencies or State Agencies who release and award RFQs on behalf of Authorized Users?</p> <p>2) Paragraph 1: Will this paragraph apply to a Contractor if that Contractor was not awarded the LOT or Service of LOT that has been previously awarded pursuant to Comprehensive Telecommunications Services Contract Group 77107 Award 20268?</p> <p>a) If not, will OGS modify this provision to include the clarification?</p> <p>3) Paragraph 3: Will this paragraph apply to a Contractor if that Contractor was not awarded the LOT or Service of LOT that has been previously awarded pursuant to Comprehensive Telecommunications Services Contract Group 77107 Award 20268?</p> <p>a) If not, will OGS modify this provision to include the clarification?</p>	<p>1.) Paragraph 1 refers to New York State Agencies only. Paragraph 2 refers to Non-State Agency Authorized Users.</p> <p>2.) No.</p> <p>2a.) OGS respectfully declines to make the requested change.</p> <p>3.) No.</p> <p>3a.) OGS respectfully declines to make the requested change.</p>
295	Solicitation	7.22 NETWORK SECURITY	69 & 70	<p>Based on OGS' responses to Bidders questions:</p> <p>Application and system logs of Bidder systems contain proprietary information of other Bidder Customers that are not provided to Customers generally.</p> <p>Will OGS modify this provision so the provision is solely focused on application and system logs of the New York State Authorized User on its own system?</p>	<p>OGS respectfully declines to make the requested change. Please see revised Solicitation Section 7.22.1 - Access to Logs and Reports.</p>
296	Solicitation	7.23.5 LEGACY SERVICES OR LEGACY DEVICES	70 & 71	<p>Based on OGS' responses to Bidder questions and redlined/revised Solicitation:</p> <p>1) Legacy Device(s) is not defined in Section 1.11 of the Solicitation. In order to better understand and comply with the mandatory requirements of this Section, Bidder requires OGS to define Legacy Device(s). Will OGS provide a definition of Legacy Device(s)?</p> <p>2) Legacy Services: Will OGS modify this provision to delineate Legacy Services and Legacy Networks? It is an industry standard for Contractors to support Legacy Networks for 12 months after notification of decommissioning and an industry standard to support Legacy Services for 6 months after notice of end of life.</p> <p>a) If OGS will not delineate Legacy Services and Legacy Networks, will OGS modify the provision to reflect 6 months vs 12 months?</p> <p>b) Additionally, if OGS will not delineate Legacy Services and Legacy Networks, will OGS modify this provision to allow awarded Contractors to work with Authorized Users subscribed to a Legacy Service on a case-by-case basis to address any issues with service continuity?</p> <p>3) While end of life Devices can be supported 12 months after notification, there are instances where a Device cannot be supported for 12 months after notice, such as when a Device is recalled by the manufacturer. In those cases, the awarded Contractor will issue a notice to the affected Authorized User and may issue a refund of the device or offer to swap the device to a comparable/ better device. Will OGS further delineate Legacy Devices in this Section and modify the language in this provision to account for situations such as provided?</p>	<p>OGS respectfully declines to make the requested changes.</p>

297	Solicitation	8.5 REQUIRED RECORDS	75	<p>Based on OGS' response to Bidder questions and the redlined/revised Solicitation:</p> <p>1) Paragraph 1: Bidder understands that State Agencies must maintain Records pursuant to the cited law. Please explain why OGS is stating awarded Contractors must maintain Records for a minimum of 7 years, when Appendix A (which takes precedence pursuant to both Conflict of Terms provisions) requires awarded Contractor's to maintain Records for 6 years.</p>	<p>Per Appendix A Section 10 - Records, "The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter." This could total up to seven (7) years.</p>
298	Attachment 2b - Taxes and Surcharges	Entire Attachment		<p>Based on OGS' response to Bidder questions and redlined/revised Solicitation:</p> <p>Listing all anticipated State and Local taxes, fees and surcharges in Attachment 2b and submitting it as part of either the Bidder's response or any future Contract Update Modification is not feasible or practical. Any applicable rate is based on the Authorized User's local tax laws, in addition to the State tax laws, and heavily dependent on the service type Authorized User has selected.</p> <p>1) Specifically for the Bidder's response to this Solicitation, will the State allow Bidders to provide Attachment 2b that only list the rates of the applicable taxes, fees and surcharges for State Agencies only located within Albany, NY for the proposed service types only?</p> <p>In doing so, the awarded Contractor can provide the non-state agency Authorized User an Attachment 2b as part of their RFQ or Purchase Order to specifically list the applicable rates pursuant to the requested service types.</p> <p>2) If not, pursuant to Solicitation Sections 4.11.1 (M), (P), (T) and (V) as well as Section 4.11.2 (A), will OGS allow Bidder to further negotiate the contents of Attachment 2b when OGS conducts contract negotiations?</p>	<p>1) Please see revised Attachment 2b - Taxes and Surcharges. Where the tax, fee, or surcharge applies to a specific Authorized User or to a specific location, please select "Other" and specify.</p> <p>Per Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, Contractors seeking approval for new pass through charges during the term of the Contract will be asked to include the information set forth in Attachment 2b – Taxes, Surcharges, Fees, and Other Charges in their submission pursuant to Appendix C - Contract Modification Procedures.</p> <p>2) OGS respectfully declines to negotiate the contents of Attachment 2b - Taxes and Surcharges.</p>
299	Attachment 6 - Report of Contract Usage	Entire Attachment (Part 1)		<p>Based on OGS' response to Bidder questions:</p> <p>Pursuant to 47 U.S.C. §222, Authorized Users have a right, and Contractor has a duty to protect the confidentiality of CPNI. CPNI, includes, but is not limited to, Product and Service configuration, type, destination, Authorized User use of Products and Services and information found on the invoice. As such, the FCC requires Contractors to implement safeguards that are designed to protect an Authorized User's CPNI -Authorized User who owns and pays its own account.</p> <p>An implemented safeguard, includes, but is not limited to, providing aggregated data and the aggregated amount of sales.</p> <p>Bidder has identified fields in the Sales Report that must be removed and/or updated. Without written authorization from the Authorized User, both the State and the awarded Contractor will knowingly release Authorized User's CPNI. Examples of these fields include the Service Name, Method of Delivery, Unit of Measure, Unit of Measure Description.</p> <p>1) Based on the foregoing, will OGS modify the Sales Report requirement throughout the Solicitation to allow awarded Contractors to obtain letters of authorization from Authorized User to provide OGS with the detailed information?</p> <p>2) If not, will OGS allow awarded Contractors to present OGS with a modified Sales Report template, in which the fields and field descriptions comply with Federal law to safeguard Authorized User's CPNI when OGS conducts contract negotiations, pursuant to Solicitation Sections 4.11.1 (M), (P), (T) and (V) as well as Section 4.11.2 (A)? Any final Saels Report Template will be mutually approved.</p>	<p>OGS respectfully declines to make the requested change. Please see revised Solicitation Section 7.16.1 - Report of Contract Usage / Sales Reports Requirements and revised Attachment 6 - Report of Contract Usage.</p>
300	Attachment 6 - Report of Contract Usage	Entire Agreement (Part 2)		<p>1) If OGS declines to make either of the above requested changes, will OGS modify Section 8 of the Solicitation to allow Bidders to negotiate terms with an Authorized User in an Authorized User Agreement or Purchase Order to include a requirement that an Authorized User must provide its authorization in writing pursuant to federal law to authorize a Contractor to provide this information to OGS?</p> <p>2) Or, will OGS modify Section 7.21.2 Non-State Agency Participation in Centralized Contracts to add a paragraph to its Solicitation, which will be incorporated into the resulting Centralized Contract, that will allow non-State Agency Authorized Users to authorize OGS to view invoicing and purchasing data for Products and Services for contract monitoring and reporting purposes? By providing this blanket authorization in its resulting Centralized Contract, OGS will be authorized to collect and view non-State Agency information deemed CPNI without further specific consent. The inclusion of this paragraph should also alleviate any Vendor's need for OGS or the Authorized User to provide any other authorization in order to comply with CPNI requirements</p>	<p>Please see revised Solicitation Section 7.16.1 - Report of Contract Usage / Sales Reports Requirements.</p>
301	Solicitation	6.7	41	<p>Will Vendor X be allowed to offer better pricing for one agency customer in return for a commitment of 12 or 24 months?</p>	<p>Bidder is always permitted to offer lower pricing to an individual Authorized User. However, if lower pricing is being offered in return for a Service period commitment, it must be available to all Authorized Users and approved in advance by OGS through Appendix C - Contract Modification. As per Solicitation Section 6.5 - No Termination Fees, Contractor must not impose any termination fees for Services provided under the resulting Contract.</p> <p>Please see revised Solicitation Section 6.7 - Service Period.</p>

302	Appendix B - General Specifications (April 2016)	53 COOPERATION OF THIRD PARTIES	11	<p>Based on OGS' response to Bidder questions:</p> <p>There may be an instance an Authorized User engages a 3rd Party to manage its wireless account on behalf of the Authorized User (ordering products / service; request and process modifications to an Authorized User account; cancel service, etc.). In such an instance, Bidder would be required to provide that 3rd Party with Authorized User Account information that would be considered CPNI.</p> <p>Bidder understands OGS will not entertain any exceptions to Appendix B that are of a material and substantive nature; however, this provision obligates the awarded Contractor to provide CPNI information.</p> <p>1) In order to comply with Federal law, and in this instance, will OGS modify its Solicitation and include a requirement that an Authorized User must provide its authorization in writing pursuant to federal law to authorize a Contractor to provide this information to the 3rd Party?</p> <p>2) If not, pursuant to Solicitation Sections 4.11.1 (M), (P), (T) and (V) as well as Section 4.11.2 (A), will OGS allow Bidder to further negotiate the applicability of a letter or authorization in order for Contractor to comply with federal law (in addition to and separate from Section 7.21.1 and Section 7.22.5 when OGS conducts contract negotiations?</p> <p>3) Or, will OGS modify Section 8 of the Solicitation to allow Bidders to negotiate terms with an Authorized User in an Authorized User Agreement or Purchase Order to include a requirement that an Authorized User must provide its authorization in writing pursuant to federal law to authorize a Contractor to provide this information to the 3rd Party?</p>	<p>1) OGS respectfully declines the requested change.</p> <p>2) A Contractor and Authorized User may agree to additional terms and conditions, including any third party consents that are necessary for the provision of products or services under the Contract, provided that such additional terms and conditions comply with the requirements and limitations of Appendix B, Section 26, Modification of Contract Terms.</p> <p>3) OGS respectfully declines the requested change. A Contractor and Authorized User may agree to additional terms and conditions, including any third party consents that are necessary for the provision of products or services under the Contract, provided that such additional terms and conditions comply with the requirements and limitations of Appendix B, Section 26, Modification of Contract Terms.</p>
303	Solicitation	3.2.1.1(b), 3.2.1.2e, 6.30		In order to provide load balancing, QoS and traffic segmentation, the bidder has to provide a CPE/router. However, other parts of the RFP excludes providing any CPE. Would OGS allow vendor provided CPE to deliver the features listed above?	Please see revised Solicitation Section 2.4 - Products and Services Excluded from Scope.
304	Solicitation	7.5		If a piece of hardware such as a modem and/or router is a required part of the offeror's Services only offering, and if the hardware is not separately priced, is that allowed?	Please see revised Solicitation Section 2.4 - Products and Services Excluded from Scope.
305	Attachment 2 - Pricing			If the required Equipment that Authorized Users have to provide is a bidder specific CPE, and that CPE is not allowed under this contract, what contract vehicle can the Authorized User use to purchase the CPE?	Please see revised Solicitation Section 2.4 - Products and Services Excluded from Scope.
306	Solicitation	6.35.1		Network uptime generally applies to a network with a minimum site count (typically 100+ sites). Since OGS may be ordering individual circuits for various state agencies, individual circuits will not be treated as a network. Can 99.99% requirement apply to an agency network of 100+ sites?	OGS respectfully declines to make the requested change.
307	Solicitation	6.35.1		Low-cost Internet Access Services such as cable and DSL are not monitored and are sold with no SLA. Can we take an exception to the 99.99% requirement for low-cost Internet Access Services?	OGS respectfully declines to make the requested change.
308				<p>Our intention is to respond with a Vendor X response that have specific products & services (currently on the contract as of today) and a second response with Vendor Y and the legacy products and services currently being used in the marketplace today.</p> <p>The reason for this is even though Vendor X and Vendor Y have merged, we still have separate networks and respective products & services that operate on each networks based on the location within NY State. Each entity has a FED ID # and that will be noted in our response.</p> <p>My question is do we need to do a separate vendor questionnaire or any other documents for the Vendor Y company that will be listed on the contract independent of the Vendor X company?</p>	Each Bidder Submission must be complete, as per Solicitation Section 4 - Bidder Submission.
309	Solicitation	REASONABLENESS OF PRICE	25-27	We are using current NYS contract for our proof of reasonableness of pricing, which is 354 pages. Do you want me to include all 354 pages in our completed RFP response? If not, should I include for proof of reasonableness of pricing?	A Bidder may use current New York State Contract pricing as proof of reasonableness of price, though it must meet the requirements established in Solicitation Section 3.2.6 - Reasonableness of Price. Please note that this includes a SKU for each Service or Device offered, which was not a requirement under Award # 20268, Comprehensive Telecommunication Services.
310	Attachment 2 - Pricing	Pricing tab		Is there any preference for the hard copy print outs of this spreadsheet? There are a lot of columns on the pricing tab, so fitting it on to one page for printing makes everything shrink pretty small and hard to read.	Bidder must comply with all requirements specified in Solicitation Section 4.2.1 - Electronic Bidder Submissions and Solicitation Section 4.2.2 - Hardcopy Bidder Submissions.