

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

2 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
5-06-58-20 (DTS 06E1390)	3
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Technology Services
 CONTRACTOR'S NAME

SBC Global Services, Inc. dba AT&T Global Services

2. The term of this Agreement is 1/30/2007 through 1/29/2012

3. The maximum amount of this agreement after this amendment is: N/A

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Amendment shall be effective upon review and approval of the Department of General Services.

a. Replace the following pages:

- i. Appendix B-3, Model Contract Language (page 3) with amended section (page 3)
- ii. Glossary, Appendix A, Attachment 2 (page 2 - 12) with amended section (page 2 - 12)

This Agreement is effective upon the start date, or DGS approval, whichever is later.
 All other terms and conditions of the original agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only <i>peg</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<u>SBC Global Services, Inc. dba AT&T Global Services</u>		
BY (Authorized Signature) <i>Alice M. Oliver-Harvey</i>	DATE SIGNED (Do not type) <u>8/22/08</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Alice M. Oliver-Harvey</u>		DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION APPROVED <i>Jim Burt</i> <u>9/30/08</u>
ADDRESS <u>2600 Camino Ramon, San Ramon, CA 94583</u>		
AGENCY NAME <u>Department of Technology Services</u>		
BY (Authorized Signature) <i>M. Scruggs</i>	DATE SIGNED (Do not type) <u>9/4/08</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>M. Scruggs, Chief, Administrative Services Branch</u>		<input type="checkbox"/> Exempt per: GENERAL SERVICES LEGAL SERVICES
ADDRESS <u>P.O. Box 1810, MS 304, Rancho Cordova, CA 95741-1810</u>		

2. CONTACT INFORMATION

- a. The Contract Representatives during the Term shall be:

State Agency: Department of Technology Services, Statewide Telecommunications and Network Division (STND)	Contractor: Pacific Bell Telephone Company dba AT&T California
Name: CALNET 2 Contract Administrator	Name: Joseph F. Foster
Phone: (916) 657-9974	Phone: 916-557-4477
Fax: (916) 657-9129	Fax: 916-442-7915
E-Mail:	E-Mail: jf2716@att.com

Direct all inquiries to:

State Agency: Department of Technology Services	Contractor: Pacific Bell Telephone Company dba AT&T California
Section/Unit: Statewide Telecommunications and Network Division (STND)	Section/Unit: N/A
Attention: STND Contract Management Section	Attention: Joseph F. Foster
Address: P.O. Box 1810, MS 304, Rancho Cordova, CA 95741-1810	Address: 610 Sequoia Pacific Blvd. Sacramento, CA 95814-0230
Phone: (916) 657-9974	Phone: 916-557-4477
Fax: (916) 657-9129	Fax: 916-442-7915

Subject to the terms of the Contract, each Party may modify the Contract Representatives listed above during the Term by providing written notice to the other Party identifying the new Contract Representative(s).

- b. Contractor shall act as the single point of contact and responsible party for all Services offered under this Contract. This includes all elements of service; ordering; provisioning; maintenance; and trouble reporting. Contractor will also act as the single point of contact in coordinating all entities required in the Contract to meet the State's need for service. Contractor shall act as the single point of contact and responsible party for Services obtained from its subcontractors and affiliates that are offered to the State or any authorized user of this Contract as further described in the RFP.
- c. Whenever any notice or demand is to be given under this Contract to Contractor or the State, the notice shall be in writing and addressed to the applicable party at the address described in Section 2.a above, or such subsequent address of a party provided to the other party via a written notice in

“**BENCHMARKING PROCESS**” has the meaning given it in Section 80 of the General Provisions.

“**BENCHMARKING STANDARD**” has the meaning given it in Section 80 of the General Provisions.

“**BID**” shall mean an offer made in response to the RFP to perform a contract for work and labor described in the RFP in accordance with the terms and conditions provided in the Contract.

“**BIDDER**” shall mean a supplier who submits a Bid to the State in response to the RFP.

“**BUSINESS DAY**” shall mean 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding State holidays.

“**CALIFORNIA PUBLIC RECORDS ACT**” shall mean California Government Code Section 6250 et seq.

“**CALNET I**” shall mean the California Integrated Information Network I.

“**CALNET II MSA**” shall mean CALNET II Master Service Agreement and shall have the same meaning as “Agreement” and “Contract” and the terms shall be used interchangeably.

“**CALNET 2**” shall mean CALNET II Master Service Agreement and shall have the same meaning as “Agreement” and “Contract” and “CALNET II MSA” and the terms shall be used interchangeably.

“**CLECs**” shall mean Competitive Local Exchange Carriers.

“**COMMERCIAL SOFTWARE**” shall mean Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of the Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of the Contract.