

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	LIGHT TOWER FIBER LLC 80 CENTRAL ST FOXBOROUGH, MA 01719 United States
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MPA-308 - TELECOMMUNICATIONS SERVICES	
Award Number	3389084
Revision Number	1
Effective Period	01-SEP-2014 - 31-AUG-2017
Approved PO Date	30-AUG-2016
Vendor Number	35940

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	IT PURCHASE
Requisition Number	
Change Order Requisition Number	1068
Solicitation Number	7548392
Freight	Paid
Payment Terms	NET 30
Buyer	Walsh, Gail
Requester Name	-
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

MASTER PRICE AGREEMENT #308

CHANGE TO PO #3389084 DATED 8/5/14

CHANGE EFFECTIVE PERIOD

FROM: 9/1/14 - 8/31/16

TO: 9/1/14 - 8/31/17

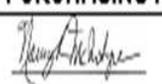
AGENCY CONTACT:

DEBRA ST. HILAIRE - (401) 462-4748

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT
 Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

WAGE REQUIREMENTS - ADDITIONAL

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the

American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

LIGHT TOWER FIBER LLC
80 CENTRAL ST
BOXBOROUGH, MA 01719
United States

MPA-308 - TELECOMMUNICATIONS SERVICES	
Award Number 3389084	Effective Period: 01-SEP-14 - 31-AUG-16

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Date:	05-AUG-14
Buyer:	G Walsh
Shipping:	Paid
Terms:	NET 30
Vendor#:	35940

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

MASTER PRICE AGREEMENT #308

CONTRACT TERM:
9/1/14-8/31/16

WITH AN OPTION TO RENEW FOR UP TO THREE (3) ADDITIONAL ONE-YEAR RENEWALS.

*****IN ORDER TO PROVIDE SERVICES UNDER THIS MASTER PRICE AGREEMENT, VENDOR MUST BE IN COMPLIANCE WITH THE PROVISIONS OF RHODE ISLAND GENERAL LAW 5-70 - TELECOMMUNICATIONS.

PROVIDE TELECOMMUNICATIONS SERVICES PER ORDER OF PRECEDENCE AS FOLLOWS:

1. THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE (ATTACHED)
2. SUPPLEMENTAL AGREEMENT (ATTACHED)
3. RFP #7548392 AND ADDENDA 1-3 (INCORPORATED BY REFERENCE)
4. VENDOR'S COST PROPOSAL (ATTACHED)
5. VENDOR'S TECHNICAL PROPOSAL (INCORPORATED BY REFERENCE)

AWARDED CATEGORIES:
IP DATA CIRCUITS
PROFESSIONAL SERVICES

VENDOR CONTACT:
MICHELLE KAVEY
TEL: (617) 848-3026
EMAIL: MKAVEY@LIGHTTOWER.COM

STATE CONTACTS:
JACQUELINE DROUIN
TEL: (401) 462-5997
JACQUELINE.DROUIN@DOIT.RI.GOV

STATE PURCHASING AGENT
Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

LIGHT TOWER FIBER LLC
80 CENTRAL ST
BOXBOROUGH, MA 01719
United States

MPA-308 - TELECOMMUNICATIONS SERVICES	
Award Number 3389084	Effective Period: 01-SEP-14 - 31-AUG-16

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Date: 05-AUG-14
Buyer: G Walsh
Shipping: Paid
Terms: NET 30
Vendor#: 35940

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

MAUREEN COLLARD
TEL: (401) 462-2940
MAUREEN.COLLARD@DOIT.RI.GOV

STATE PURCHASING AGENT
 Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements



February 20, 2014

RI Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855
Attention Daniel W. Majcher, Esquire
Assistant Director, Special Projects

Dear Mr. Majcher:

I am sending you Light Tower Fiber LLC's Cost Proposal to your RFP Bid # 7548392 Telecommunications Services (MPA 308).

Thank you for the opportunity to present this bid. Please contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Michelle Kavey".

Michelle Kavey

Director Government and Education Markets
Lighttower Fiber Networks

Office 617.848.3026
Mobile 617.571.2945
mkavey@lighttower.com



February 25, 2014

Cost Proposal in Response

to

REQUEST FOR PROPOSAL (RFP) BID # 7548392

TELECOMMUNICATIONS SERVICES (MPA 308)

by

Lighttower Fiber LLC

d/b/a Lighttower Fiber Networks

80 Central Street

Boxborough, Massachusetts 01719



Table of Contents- Service Pricing Tables

- 1. Wavelength Service**
- 2. SONET Service**
- 3. Switched Ethernet Service**
- 4. Internet Access Service**
- 5. Dark Fiber Service**
- 6. Colocation Service**

Lighttower Fiber Networks

State of Rhode Island - RFP Bld # 7548392
Telecommunications Services (MPA-308)

Wavelength Services

Description	1 Year Commitment		3 Year Commitment		5 Year Commitment	
	Installation / NRC	MRC	Installation / NRC	MRC	Installation / NRC	MRC
Protected 100Mbps EPL Over DWDM	\$250	\$2,080	\$0	\$1,890	\$0	\$1,795
Protected 1Gbps EPL Over DWDM	\$250	\$4,050	\$0	\$3,680	\$0	\$3,495
Protected 10Gbps EPL Over DWDM	\$250	\$7,295	\$0	\$6,630	\$0	\$6,300
Protected 40Gbps EPL Over DWDM	\$250	\$15,710	\$0	\$14,280	\$0	\$13,565
Protected 100Gbps EPL Over DWDM	\$250	\$64,240	\$0	\$58,400	\$0	\$55,480
Unprotected 100Mbps EPL Over DWDM	\$250	\$1,300	\$0	\$1,180	\$0	\$1,120
Unprotected 1Gbps EPL Over DWDM	\$250	\$2,530	\$0	\$2,300	\$0	\$2,185
Unprotected 10Gbps EPL Over DWDM	\$250	\$4,560	\$0	\$4,145	\$0	\$3,940
Unprotected 40Gbps EPL Over DWDM	\$250	\$9,820	\$0	\$8,925	\$0	\$8,480
Unprotected 100Gbps EPL Over DWDM	\$250	\$40,150	\$0	\$36,500	\$0	\$34,675
Protected SONET Over DWDM Node OC3	\$250	\$2,300	\$0	\$2,000	\$0	\$1,800
Protected SONET Over DWDM Node OC12	\$250	\$4,830	\$0	\$4,200	\$0	\$3,780
Protected SONET Over DWDM Node OC48	\$250	\$8,050	\$0	\$7,000	\$0	\$6,300
Protected SONET Over DWDM Node OC192	\$250	\$12,075	\$0	\$10,500	\$0	\$9,450
Unprotected SONET Over DWDM Node OC3	\$250	\$1,840	\$0	\$1,600	\$0	\$1,440
Unprotected SONET Over DWDM Node OC12	\$250	\$3,865	\$0	\$3,360	\$0	\$3,025
Unprotected SONET Over DWDM Node OC48	\$250	\$6,440	\$0	\$5,600	\$0	\$5,040
Unprotected SONET Over DWDM Node OC192	\$250	\$9,660	\$0	\$8,400	\$0	\$7,560
Protected Drop Circuit DS3	\$250	\$185	\$0	\$160	\$0	\$145
Protected Drop Circuit OC3/OC3c	\$250	\$390	\$0	\$340	\$0	\$305
Protected Drop Circuit OC12/OC12c	\$250	\$775	\$0	\$675	\$0	\$610
Protected Drop Circuit OC48/OC48c	\$250	\$1,865	\$0	\$1,620	\$0	\$1,460
Unprotected Drop Circuit DS3	\$250	\$120	\$0	\$105	\$0	\$95
Unprotected Drop Circuit OC3/OC3c	\$250	\$260	\$0	\$225	\$0	\$205
Unprotected Drop Circuit OC12/OC12c	\$250	\$520	\$0	\$450	\$0	\$405
Unprotected Drop Circuit OC48/OC48c	\$250	\$1,240	\$0	\$1,080	\$0	\$970
Digital DS1 Protected	\$250	\$195	\$0	\$170	\$0	\$155
Digital DS3 Protected	\$250	\$3,420	\$0	\$2,975	\$0	\$2,680
Digital DS1 Unprotected	\$250	\$130	\$0	\$115	\$0	\$105
Digital DS3 Unprotected	\$250	\$2,250	\$0	\$1,955	\$0	\$1,760
DWDM Services Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
Fiber Lateral Construction	ICB	ICB	ICB	ICB	ICB	ICB
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)	\$200	\$0	\$200	\$0	\$200	\$0
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)	\$300	\$0	\$300	\$0	\$300	\$0
Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour	\$400	\$0	\$400	\$0	\$400	\$0

** Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

Billing Structure Description:

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Lighttower has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

DWDM Service - Lighttower delivers Ethernet Private Line and SONET services over DWDM. Please see the billing descriptions under those product headings for specific details.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

Notes:

1. **Ceiling Pricing.** Lightower always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Lightower will look to offer better pricing based on the customer's particular application and circumstances.
2. **Renewal Discount.** If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. **Lightower Upgrade Plan.** Lightower wants to enable its customers to buy the bandwidth and service that they need at the time that they need it. Lightower's RI State customers may upgrade their existing bandwidth at a Lightower-serviced location without an upgrade charge. Lightower will also allow RI State customers to convert a Lightower DWDM service to a Lightower Dark Fiber service without a charge for terminating the DWDM service; for such conversions, Lightower may require a minimum term for the Dark Fiber service and additional costs (e.g. construction or third-party costs) may apply to these conversions.
4. **The Ethernet Services proposed in this Cost Table meet our standard commercial SLA level A.** Lightower offers Ethernet Services at two additional higher SLA standards. For SLA level AA, Lightower provides a second Ethernet Service at the same location using the same cable facilities and routing. The additional circuit increases the reliability of the service as described in SLA level AA and costs 150% of the prices in this Cost Table. For SLA level AAA, Lightower provides a second Ethernet Service at the same location using a separate fiber cable and diverse routing. The cost of Ethernet Service at the SLA AAA level is 200% of the prices in this Cost Table, plus any Special Construction costs for the diverse cable routing.
5. **Dedicated Ethernet Private Line (EPL)** is a point-to-point service with two mirrored services. EPL consists of a 100/1000/10,000/40,000/100,000M node at each customer location. Lightower does not charge for mileage. EPL service has traverses dedicated DWDM and fiber networks not shared with other customers.
6. "Special Construction" charges may apply where Lightower must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
7. **Stranded Investment.** If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Lightower on customer's behalf relating to the service, to the extent such charges are not recouped by Lightower from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Lightower's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Lightower for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Lightower and Customer.
8. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Lightower will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Lightower service to the customer's location. Lightower will pass through such cross-connect charge without mark-up to the customer.
9. Lightower will provide technician labor for post installation move, add, and change work at rates that are specified under above.
10. **Time Limited Special Pricing Offer-First Three Months MRC Waived** - If any Using Agency(ies) enters into a sixty-month agreement for services within the first 90 days of contract award, Lightower will waive the applicable MRC for such services for the first three months of the term, provided that if such Using Agency(ies) terminates the agreement prior to the end of the sixty-month term, it will be responsible for an additional three months under the stranded investment note below. Special construction charges, if applicable, will apply.

Lightower Fiber Networks

State of Rhode Island - RFP Bid # 7548392
Telecommunications Services (MPA-308)

SONET/TDM Services

Description	1 Year Commitment		3 Year Commitment		5 Year Commitment	
	Installation / NRC	MRC	Installation / NRC	MRC	Installation / NRC	MRC
Protected OC3	\$250	\$2,300	\$0	\$2,000	\$0	\$1,800
Protected OC12	\$250	\$4,830	\$0	\$4,200	\$0	\$3,780
Protected OC48	\$250	\$8,050	\$0	\$7,000	\$0	\$6,300
Protected OC192	\$250	\$12,075	\$0	\$10,500	\$0	\$9,450
Unprotected OC3	\$250	\$1,840	\$0	\$1,600	\$0	\$1,440
Unprotected OC12	\$250	\$3,865	\$0	\$3,360	\$0	\$3,025
Unprotected OC48	\$250	\$6,440	\$0	\$5,600	\$0	\$5,040
Unprotected OC192	\$250	\$9,660	\$0	\$8,400	\$0	\$7,560
Protected Drop Circuit DS3	\$250	\$185	\$0	\$160	\$0	\$145
Protected Drop Circuit OC3/OC3c	\$250	\$390	\$0	\$340	\$0	\$305
Protected Drop Circuit OC12/OC12c	\$250	\$775	\$0	\$675	\$0	\$610
Protected Drop Circuit OC48/OC48c	\$250	\$1,865	\$0	\$1,620	\$0	\$1,460
Unprotected Drop Circuit DS3	\$250	\$120	\$0	\$105	\$0	\$95
Unprotected Drop Circuit OC3/OC3c	\$250	\$260	\$0	\$225	\$0	\$205
Unprotected Drop Circuit OC12/OC12c	\$250	\$520	\$0	\$450	\$0	\$405
Unprotected Drop Circuit OC48/OC48c	\$250	\$1,240	\$0	\$1,080	\$0	\$970
Protected Digital DS1	\$250	\$195	\$0	\$170	\$0	\$155
Protected Digital DS3	\$250	\$3,420	\$0	\$2,975	\$0	\$2,680
Unprotected Digital DS1	\$250	\$130	\$0	\$115	\$0	\$105
Unprotected Digital DS3	\$250	\$2,250	\$0	\$1,955	\$0	\$1,760
SONET Services Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
Fiber Lateral Construction	ICB	ICB	ICB	ICB	ICB	ICB
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)	\$200	\$0	\$200	\$0	\$200	\$0
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)	\$300	\$0	\$300	\$0	\$300	\$0
Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour	\$400	\$0	\$400	\$0	\$400	\$0

** Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

Billing Structure Description:

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Lightower has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

SONET Service - SONET Service can be delivered as protected or unprotected. The Drop Circuits and Digital DS1/DS3 are services which are transported over the SONET Network.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

Notes:

1. **Ceiling Pricing.** Lightower always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Lightower will look to offer better pricing based on the customer's particular application and circumstances.
2. **Renewal Discount.** If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. **Lightower Upgrade Plan.** Lightower wants to enable its customers to buy the bandwidth and service that they need at the time that they need it. Lightower's RI State customers may upgrade their existing bandwidth at a Lightower-serviced location without an upgrade charge. Lightower will also allow RI State customers to convert a Lightower SONET service to a Lightower Dark Fiber service without a charge for terminating the SONET service; for such conversions, Lightower may require a minimum term for the Dark Fiber service and additional costs (e.g. construction or third-party costs) may apply to these conversions.
4. "Special Construction" charges may apply where Lightower must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
5. **Stranded Investment.** If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Lightower on customer's behalf relating to the service, to the extent such charges are not recouped by Lightower from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Lightower's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Lightower for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Lightower and Customer.
6. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Lightower service to the customer's location. Lightower will pass through such cross-connect charge without mark-up to the customer.
7. Lightower will provide technician labor for post installation move, add, and change work at rates that are specified above.
8. **Time Limited Special Pricing Offer-First Three Months MRC Waived** - If any Using Agency(ies) enters into a sixty-month agreement for services within the first 90 days of contract award, Lightower will waive the applicable MRC for such services for the first three months of the term, provided that if such Using Agency(ies) terminates the agreement prior to the end of the sixty-month term, it will be responsible for an additional three months under the stranded investment note below. Special construction charges, if applicable, will apply.

Lightower Fiber Networks

State of Rhode Island - RFP Bid # 7548392
Telecommunications Services (MPA-308)

Switched Ethernet Services

Description	1 Year Commitment		3 Year Commitment		5 Year Commitment	
	Installation / NRC	MRC	Installation / NRC	MRC	Installation / NRC	MRC
Metro-E Advanced Private Line 1Gbps	\$500	\$3,850	\$0	\$3,445	\$0	\$3,240
Metro-E Advanced Private Line 2Gbps	\$500	\$4,180	\$0	\$3,740	\$0	\$3,520
Metro-E Advanced Private Line 3Gbps	\$500	\$4,515	\$0	\$4,040	\$0	\$3,800
Metro-E Advanced Private Line 4Gbps	\$500	\$4,845	\$0	\$4,335	\$0	\$4,080
Metro-E Advanced Private Line 5Gbps	\$500	\$5,180	\$0	\$4,635	\$0	\$4,360
Metro-E Advanced Private Line 6Gbps	\$500	\$5,510	\$0	\$4,930	\$0	\$4,640
Metro-E Advanced Private Line 7Gbps	\$500	\$5,845	\$0	\$5,230	\$0	\$4,920
Metro-E Advanced Private Line 8Gbps	\$500	\$6,175	\$0	\$5,525	\$0	\$5,200
Metro-E Advanced Private Line 9Gbps	\$500	\$6,510	\$0	\$5,825	\$0	\$5,480
Metro-E Advanced Private Line 10Gbps	\$500	\$6,840	\$0	\$6,120	\$0	\$5,760
Switched Ethernet UNI 100Mbps	\$125	\$245	\$0	\$215	\$0	\$205
Switched Ethernet UNI 1000Mbps	\$125	\$345	\$0	\$300	\$0	\$285
Switched Ethernet UNI Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
E-Line Standard EVC 5Mbps	\$125	\$235	\$0	\$205	\$0	\$195
E-Line Standard EVC 10Mbps	\$125	\$240	\$0	\$210	\$0	\$200
E-Line Standard EVC 20Mbps	\$125	\$245	\$0	\$215	\$0	\$205
E-Line Standard EVC 30Mbps	\$125	\$255	\$0	\$220	\$0	\$210
E-Line Standard EVC 40Mbps	\$125	\$260	\$0	\$225	\$0	\$215
E-Line Standard EVC 50Mbps	\$125	\$265	\$0	\$230	\$0	\$220
E-Line Standard EVC 100Mbps	\$125	\$280	\$0	\$245	\$0	\$235
E-Line Standard EVC 150Mbps	\$125	\$305	\$0	\$265	\$0	\$250
E-Line Standard EVC 200Mbps	\$125	\$375	\$0	\$325	\$0	\$310
E-Line Standard EVC 300Mbps	\$125	\$425	\$0	\$370	\$0	\$350
E-Line Standard EVC 400Mbps	\$125	\$455	\$0	\$395	\$0	\$375
E-Line Standard EVC 500Mbps	\$125	\$500	\$0	\$435	\$0	\$415
E-Line Standard EVC 600Mbps	\$125	\$545	\$0	\$475	\$0	\$450
E-Line Standard EVC 700Mbps	\$125	\$590	\$0	\$515	\$0	\$490
E-Line Standard EVC 800Mbps	\$125	\$640	\$0	\$555	\$0	\$525
E-Line Standard EVC 900Mbps	\$125	\$685	\$0	\$595	\$0	\$565
E-Line Standard EVC 1000Mbps	\$125	\$715	\$0	\$620	\$0	\$590
E-Line Business Priority EVC 5Mbps	\$125	\$260	\$0	\$225	\$0	\$215
E-Line Business Priority EVC 10Mbps	\$125	\$265	\$0	\$230	\$0	\$220
E-Line Business Priority EVC 20Mbps	\$125	\$270	\$0	\$235	\$0	\$225
E-Line Business Priority EVC 30Mbps	\$125	\$280	\$0	\$240	\$0	\$230
E-Line Business Priority EVC 40Mbps	\$125	\$285	\$0	\$250	\$0	\$235
E-Line Business Priority EVC 50Mbps	\$125	\$290	\$0	\$255	\$0	\$240
E-Line Business Priority EVC 100Mbps	\$125	\$310	\$0	\$270	\$0	\$260
E-Line Business Priority EVC 150Mbps	\$125	\$335	\$0	\$290	\$0	\$275
E-Line Business Priority EVC 200Mbps	\$125	\$415	\$0	\$360	\$0	\$340
E-Line Business Priority EVC 300Mbps	\$125	\$470	\$0	\$405	\$0	\$385
E-Line Business Priority EVC 400Mbps	\$125	\$500	\$0	\$435	\$0	\$415
E-Line Business Priority EVC 500Mbps	\$125	\$550	\$0	\$480	\$0	\$455
E-Line Business Priority EVC 600Mbps	\$125	\$600	\$0	\$525	\$0	\$495
E-Line Business Priority EVC 700Mbps	\$125	\$650	\$0	\$565	\$0	\$540
E-Line Business Priority EVC 800Mbps	\$125	\$705	\$0	\$610	\$0	\$580
E-Line Business Priority EVC 900Mbps	\$125	\$755	\$0	\$655	\$0	\$620
E-Line Business Priority EVC 1000Mbps	\$125	\$785	\$0	\$680	\$0	\$650
E-Line Business Critical EVC 5Mbps	\$125	\$280	\$0	\$245	\$0	\$235
E-Line Business Critical EVC 10Mbps	\$125	\$290	\$0	\$250	\$0	\$240
E-Line Business Critical EVC 20Mbps	\$125	\$295	\$0	\$260	\$0	\$245
E-Line Business Critical EVC 30Mbps	\$125	\$305	\$0	\$265	\$0	\$250
E-Line Business Critical EVC 40Mbps	\$125	\$310	\$0	\$270	\$0	\$260
E-Line Business Critical EVC 50Mbps	\$125	\$320	\$0	\$275	\$0	\$265
E-Line Business Critical EVC 100Mbps	\$125	\$335	\$0	\$295	\$0	\$280
E-Line Business Critical EVC 150Mbps	\$125	\$365	\$0	\$320	\$0	\$300
E-Line Business Critical EVC 200Mbps	\$125	\$450	\$0	\$390	\$0	\$370
E-Line Business Critical EVC 300Mbps	\$125	\$510	\$0	\$445	\$0	\$420
E-Line Business Critical EVC 400Mbps	\$125	\$545	\$0	\$475	\$0	\$450
E-Line Business Critical EVC 500Mbps	\$125	\$600	\$0	\$520	\$0	\$500
E-Line Business Critical EVC 600Mbps	\$125	\$655	\$0	\$570	\$0	\$540
E-Line Business Critical EVC 700Mbps	\$125	\$710	\$0	\$620	\$0	\$590
E-Line Business Critical EVC 800Mbps	\$125	\$770	\$0	\$665	\$0	\$630
E-Line Business Critical EVC 900Mbps	\$125	\$820	\$0	\$715	\$0	\$680
E-Line Business Critical EVC 1000Mbps	\$125	\$860	\$0	\$745	\$0	\$710

E-Line Mission Critical EVC 5Mbs	\$125	\$295	\$0	\$255	\$0	\$245
E-Line Mission Critical EVC 10Mbs	\$125	\$300	\$0	\$265	\$0	\$250
E-Line Mission Critical EVC 20Mbs	\$125	\$305	\$0	\$270	\$0	\$255
E-Line Mission Critical EVC 30Mbs	\$125	\$320	\$0	\$275	\$0	\$265
E-Line Mission Critical EVC 40Mbs	\$125	\$325	\$0	\$280	\$0	\$270
E-Line Mission Critical EVC 50Mbs	\$125	\$330	\$0	\$290	\$0	\$275
E-Line Mission Critical EVC 100Mbs	\$125	\$350	\$0	\$305	\$0	\$295
E-Line Mission Critical EVC 150Mbs	\$125	\$380	\$0	\$330	\$0	\$315
E-Line Mission Critical EVC 200Mbs	\$125	\$470	\$0	\$405	\$0	\$390
E-Line Mission Critical EVC 300Mbs	\$125	\$530	\$0	\$465	\$0	\$440
E-Line Mission Critical EVC 400Mbs	\$125	\$570	\$0	\$495	\$0	\$470
E-Line Mission Critical EVC 500Mbs	\$125	\$625	\$0	\$545	\$0	\$520
E-Line Mission Critical EVC 600Mbs	\$125	\$680	\$0	\$595	\$0	\$565
E-Line Mission Critical EVC 700Mbs	\$125	\$740	\$0	\$645	\$0	\$615
E-Line Mission Critical EVC 800Mbs	\$125	\$800	\$0	\$695	\$0	\$655
E-Line Mission Critical EVC 900Mbs	\$125	\$855	\$0	\$745	\$0	\$705
E-Line Mission Critical EVC 1000Mbps	\$125	\$895	\$0	\$775	\$0	\$740
E-Line EVC Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
E-LAN Standard EVC 5Mbs	\$125	\$235	\$0	\$205	\$0	\$195
E-LAN Standard EVC 10Mbs	\$125	\$240	\$0	\$210	\$0	\$200
E-LAN Standard EVC 20Mbs	\$125	\$245	\$0	\$215	\$0	\$205
E-LAN Standard EVC 30Mbs	\$125	\$255	\$0	\$220	\$0	\$210
E-LAN Standard EVC 40Mbs	\$125	\$260	\$0	\$225	\$0	\$215
E-LAN Standard EVC 50Mbs	\$125	\$265	\$0	\$230	\$0	\$220
E-LAN Standard EVC 100Mbs	\$125	\$420	\$0	\$365	\$0	\$345
E-LAN Standard EVC 150Mbs	\$125	\$470	\$0	\$410	\$0	\$390
E-LAN Standard EVC 200Mbs	\$125	\$520	\$0	\$450	\$0	\$430
E-LAN Standard EVC 300Mbs	\$125	\$565	\$0	\$490	\$0	\$465
E-LAN Standard EVC 400Mbs	\$125	\$615	\$0	\$535	\$0	\$510
E-LAN Standard EVC 500Mbs	\$125	\$665	\$0	\$580	\$0	\$550
E-LAN Standard EVC 600Mbs	\$125	\$720	\$0	\$625	\$0	\$595
E-LAN Standard EVC 700Mbs	\$125	\$760	\$0	\$660	\$0	\$625
E-LAN Standard EVC 800Mbs	\$125	\$810	\$0	\$705	\$0	\$670
E-LAN Standard EVC 900Mbs	\$125	\$875	\$0	\$760	\$0	\$720
E-LAN Standard EVC 1000Mbps	\$125	\$925	\$0	\$805	\$0	\$765
E-LAN Business Priority EVC 5Mbs	\$125	\$260	\$0	\$225	\$0	\$215
E-LAN Business Priority EVC 10Mbs	\$125	\$265	\$0	\$230	\$0	\$220
E-LAN Business Priority EVC 20Mbs	\$125	\$270	\$0	\$235	\$0	\$225
E-LAN Business Priority EVC 30Mbs	\$125	\$280	\$0	\$240	\$0	\$230
E-LAN Business Priority EVC 40Mbs	\$125	\$285	\$0	\$250	\$0	\$235
E-LAN Business Priority EVC 50Mbs	\$125	\$290	\$0	\$255	\$0	\$240
E-LAN Business Priority EVC 100Mbs	\$125	\$460	\$0	\$400	\$0	\$380
E-LAN Business Priority EVC 150Mbs	\$125	\$515	\$0	\$450	\$0	\$430
E-LAN Business Priority EVC 200Mbs	\$125	\$570	\$0	\$495	\$0	\$475
E-LAN Business Priority EVC 300Mbs	\$125	\$620	\$0	\$540	\$0	\$510
E-LAN Business Priority EVC 400Mbs	\$125	\$675	\$0	\$590	\$0	\$560
E-LAN Business Priority EVC 500Mbs	\$125	\$730	\$0	\$640	\$0	\$605
E-LAN Business Priority EVC 600Mbs	\$125	\$790	\$0	\$690	\$0	\$655
E-LAN Business Priority EVC 700Mbs	\$125	\$835	\$0	\$725	\$0	\$690
E-LAN Business Priority EVC 800Mbs	\$125	\$890	\$0	\$775	\$0	\$735
E-LAN Business Priority EVC 900Mbs	\$125	\$965	\$0	\$835	\$0	\$790
E-LAN Business Priority EVC 1000Mbps	\$125	\$1,020	\$0	\$885	\$0	\$840
E-LAN Business Critical EVC 5Mbs	\$125	\$280	\$0	\$245	\$0	\$235
E-LAN Business Critical EVC 10Mbs	\$125	\$290	\$0	\$250	\$0	\$240
E-LAN Business Critical EVC 20Mbs	\$125	\$295	\$0	\$260	\$0	\$245
E-LAN Business Critical EVC 30Mbs	\$125	\$305	\$0	\$265	\$0	\$250
E-LAN Business Critical EVC 40Mbs	\$125	\$310	\$0	\$270	\$0	\$260
E-LAN Business Critical EVC 50Mbs	\$125	\$320	\$0	\$275	\$0	\$265
E-LAN Business Critical EVC 100Mbs	\$125	\$505	\$0	\$440	\$0	\$415
E-LAN Business Critical EVC 150Mbs	\$125	\$565	\$0	\$490	\$0	\$470
E-LAN Business Critical EVC 200Mbs	\$125	\$625	\$0	\$540	\$0	\$515
E-LAN Business Critical EVC 300Mbs	\$125	\$680	\$0	\$590	\$0	\$560
E-LAN Business Critical EVC 400Mbs	\$125	\$740	\$0	\$640	\$0	\$610
E-LAN Business Critical EVC 500Mbs	\$125	\$800	\$0	\$695	\$0	\$660
E-LAN Business Critical EVC 600Mbs	\$125	\$865	\$0	\$750	\$0	\$715
E-LAN Business Critical EVC 700Mbs	\$125	\$910	\$0	\$790	\$0	\$750
E-LAN Business Critical EVC 800Mbs	\$125	\$970	\$0	\$845	\$0	\$805
E-LAN Business Critical EVC 900Mbs	\$125	\$1,050	\$0	\$910	\$0	\$865
E-LAN Business Critical EVC 1000Mbps	\$125	\$1,110	\$0	\$965	\$0	\$920
E-LAN Mission Critical EVC 5Mbs	\$125	\$295	\$0	\$255	\$0	\$245
E-LAN Mission Critical EVC 10Mbs	\$125	\$300	\$0	\$265	\$0	\$250
E-LAN Mission Critical EVC 20Mbs	\$125	\$305	\$0	\$270	\$0	\$255
E-LAN Mission Critical EVC 30Mbs	\$125	\$320	\$0	\$275	\$0	\$265
E-LAN Mission Critical EVC 40Mbs	\$125	\$325	\$0	\$280	\$0	\$270
E-LAN Mission Critical EVC 50Mbs	\$125	\$330	\$0	\$290	\$0	\$275
E-LAN Mission Critical EVC 100Mbs	\$125	\$525	\$0	\$455	\$0	\$430
E-LAN Mission Critical EVC 150Mbs	\$125	\$590	\$0	\$515	\$0	\$490
E-LAN Mission Critical EVC 200Mbs	\$125	\$650	\$0	\$565	\$0	\$540
E-LAN Mission Critical EVC 300Mbs	\$125	\$705	\$0	\$615	\$0	\$580
E-LAN Mission Critical EVC 400Mbs	\$125	\$770	\$0	\$670	\$0	\$640
E-LAN Mission Critical EVC 500Mbs	\$125	\$830	\$0	\$725	\$0	\$690
E-LAN Mission Critical EVC 600Mbs	\$125	\$900	\$0	\$780	\$0	\$745
E-LAN Mission Critical EVC 700Mbs	\$125	\$950	\$0	\$825	\$0	\$780
E-LAN Mission Critical EVC 800Mbs	\$125	\$1,015	\$0	\$880	\$0	\$840
E-LAN Mission Critical EVC 900Mbs	\$125	\$1,095	\$0	\$950	\$0	\$900
E-LAN Mission Critical EVC 1000Mbps	\$125	\$1,155	\$0	\$1,005	\$0	\$955
E-LAN EVC Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB

EVPL Standard EVC 5Mbs	\$125	\$300	\$0	\$260	\$0	\$245
EVPL Standard EVC 10Mbs	\$125	\$330	\$0	\$285	\$0	\$270
EVPL Standard EVC 20Mbs	\$125	\$355	\$0	\$310	\$0	\$295
EVPL Standard EVC 30Mbs	\$125	\$385	\$0	\$335	\$0	\$320
EVPL Standard EVC 40Mbs	\$125	\$415	\$0	\$360	\$0	\$340
EVPL Standard EVC 50Mbs	\$125	\$445	\$0	\$385	\$0	\$365
EVPL Standard EVC 100Mbs	\$125	\$460	\$0	\$400	\$0	\$380
EVPL Standard EVC 150Mbs	\$125	\$590	\$0	\$515	\$0	\$490
EVPL Standard EVC 200Mbs	\$125	\$655	\$0	\$570	\$0	\$540
EVPL Standard EVC 300Mbs	\$125	\$720	\$0	\$625	\$0	\$595
EVPL Standard EVC 400Mbs	\$125	\$780	\$0	\$680	\$0	\$645
EVPL Standard EVC 500Mbs	\$125	\$845	\$0	\$735	\$0	\$700
EVPL Standard EVC 600Mbs	\$125	\$910	\$0	\$790	\$0	\$750
EVPL Standard EVC 700Mbs	\$125	\$970	\$0	\$845	\$0	\$805
EVPL Standard EVC 800Mbs	\$125	\$1,035	\$0	\$900	\$0	\$855
EVPL Standard EVC 900Mbs	\$125	\$1,095	\$0	\$950	\$0	\$905
EVPL Standard EVC 1000Mbps	\$125	\$1,140	\$0	\$990	\$0	\$940
EVPL Business Priority EVC 5Mbs	\$125	\$330	\$0	\$285	\$0	\$270
EVPL Business Priority EVC 10Mbs	\$125	\$365	\$0	\$315	\$0	\$295
EVPL Business Priority EVC 20Mbs	\$125	\$390	\$0	\$340	\$0	\$325
EVPL Business Priority EVC 30Mbs	\$125	\$425	\$0	\$370	\$0	\$350
EVPL Business Priority EVC 40Mbs	\$125	\$455	\$0	\$395	\$0	\$375
EVPL Business Priority EVC 50Mbs	\$125	\$490	\$0	\$425	\$0	\$400
EVPL Business Priority EVC 100Mbs	\$125	\$505	\$0	\$440	\$0	\$420
EVPL Business Priority EVC 150Mbs	\$125	\$650	\$0	\$565	\$0	\$540
EVPL Business Priority EVC 200Mbs	\$125	\$720	\$0	\$625	\$0	\$595
EVPL Business Priority EVC 300Mbs	\$125	\$790	\$0	\$690	\$0	\$655
EVPL Business Priority EVC 400Mbs	\$125	\$860	\$0	\$750	\$0	\$710
EVPL Business Priority EVC 500Mbs	\$125	\$930	\$0	\$810	\$0	\$770
EVPL Business Priority EVC 600Mbs	\$125	\$1,000	\$0	\$870	\$0	\$825
EVPL Business Priority EVC 700Mbs	\$125	\$1,065	\$0	\$930	\$0	\$885
EVPL Business Priority EVC 800Mbs	\$125	\$1,140	\$0	\$990	\$0	\$940
EVPL Business Priority EVC 900Mbs	\$125	\$1,205	\$0	\$1,045	\$0	\$995
EVPL Business Priority EVC 1000Mbps	\$125	\$1,255	\$0	\$1,090	\$0	\$1,035
EVPL Business Critical EVC 5Mbs	\$125	\$360	\$0	\$310	\$0	\$295
EVPL Business Critical EVC 10Mbs	\$125	\$395	\$0	\$340	\$0	\$325
EVPL Business Critical EVC 20Mbs	\$125	\$425	\$0	\$370	\$0	\$355
EVPL Business Critical EVC 30Mbs	\$125	\$460	\$0	\$400	\$0	\$385
EVPL Business Critical EVC 40Mbs	\$125	\$500	\$0	\$430	\$0	\$410
EVPL Business Critical EVC 50Mbs	\$125	\$535	\$0	\$460	\$0	\$440
EVPL Business Critical EVC 100Mbs	\$125	\$550	\$0	\$480	\$0	\$455
EVPL Business Critical EVC 150Mbs	\$125	\$710	\$0	\$620	\$0	\$590
EVPL Business Critical EVC 200Mbs	\$125	\$785	\$0	\$685	\$0	\$650
EVPL Business Critical EVC 300Mbs	\$125	\$865	\$0	\$750	\$0	\$715
EVPL Business Critical EVC 400Mbs	\$125	\$935	\$0	\$815	\$0	\$775
EVPL Business Critical EVC 500Mbs	\$125	\$1,015	\$0	\$880	\$0	\$840
EVPL Business Critical EVC 600Mbs	\$125	\$1,090	\$0	\$950	\$0	\$900
EVPL Business Critical EVC 700Mbs	\$125	\$1,165	\$0	\$1,015	\$0	\$965
EVPL Business Critical EVC 800Mbs	\$125	\$1,240	\$0	\$1,080	\$0	\$1,025
EVPL Business Critical EVC 900Mbs	\$125	\$1,315	\$0	\$1,140	\$0	\$1,085
EVPL Business Critical EVC 1000Mbps	\$125	\$1,370	\$0	\$1,190	\$0	\$1,130
EVPL Mission Critical EVC 5Mbs	\$125	\$375	\$0	\$325	\$0	\$305
EVPL Mission Critical EVC 10Mbs	\$125	\$415	\$0	\$355	\$0	\$340
EVPL Mission Critical EVC 20Mbs	\$125	\$445	\$0	\$390	\$0	\$370
EVPL Mission Critical EVC 30Mbs	\$125	\$480	\$0	\$420	\$0	\$400
EVPL Mission Critical EVC 40Mbs	\$125	\$520	\$0	\$450	\$0	\$425
EVPL Mission Critical EVC 50Mbs	\$125	\$555	\$0	\$480	\$0	\$455
EVPL Mission Critical EVC 100Mbs	\$125	\$575	\$0	\$500	\$0	\$475
EVPL Mission Critical EVC 150Mbs	\$125	\$740	\$0	\$645	\$0	\$615
EVPL Mission Critical EVC 200Mbs	\$125	\$820	\$0	\$715	\$0	\$675
EVPL Mission Critical EVC 300Mbs	\$125	\$900	\$0	\$780	\$0	\$745
EVPL Mission Critical EVC 400Mbs	\$125	\$975	\$0	\$850	\$0	\$805
EVPL Mission Critical EVC 500Mbs	\$125	\$1,055	\$0	\$920	\$0	\$875
EVPL Mission Critical EVC 600Mbs	\$125	\$1,140	\$0	\$990	\$0	\$940
EVPL Mission Critical EVC 700Mbs	\$125	\$1,215	\$0	\$1,055	\$0	\$1,005
EVPL Mission Critical EVC 800Mbs	\$125	\$1,295	\$0	\$1,125	\$0	\$1,070
EVPL Mission Critical EVC 900Mbs	\$125	\$1,370	\$0	\$1,190	\$0	\$1,130
EVPL Mission Critical EVC 1000Mbps	\$125	\$1,425	\$0	\$1,240	\$0	\$1,175
EVPL EVC Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB

Internet Bundle 10Mbps	\$125	\$125	\$0	\$110	\$0	\$105
Internet Bundle 20Mbps	\$125	\$160	\$0	\$140	\$0	\$135
Internet Bundle 30Mbps	\$125	\$190	\$0	\$165	\$0	\$155
Internet Bundle 40Mbps	\$125	\$225	\$0	\$195	\$0	\$185
Internet Bundle 50Mbps	\$125	\$260	\$0	\$225	\$0	\$215
Internet Bundle 60Mbps	\$125	\$300	\$0	\$260	\$0	\$245
Internet Bundle 70Mbps	\$125	\$345	\$0	\$300	\$0	\$285
Internet Bundle 80Mbps	\$125	\$385	\$0	\$335	\$0	\$320
Internet Bundle 90Mbps	\$125	\$430	\$0	\$375	\$0	\$355
Internet Bundle 100Mbps	\$125	\$465	\$0	\$405	\$0	\$385
Internet Bundle 150Mbps	\$125	\$545	\$0	\$475	\$0	\$450
Internet Bundle 200Mbps	\$125	\$620	\$0	\$540	\$0	\$515
Internet Bundle 300Mbps	\$125	\$780	\$0	\$680	\$0	\$645
Internet Bundle 400Mbps	\$125	\$935	\$0	\$815	\$0	\$775
Internet Bundle 500Mbps	\$125	\$1,100	\$0	\$955	\$0	\$905
Internet Bundle 600Mbps	\$125	\$1,250	\$0	\$1,095	\$0	\$1,040
Internet Bundle 700Mbps	\$125	\$1,410	\$0	\$1,225	\$0	\$1,165
Internet Bundle 800Mbps	\$125	\$1,570	\$0	\$1,365	\$0	\$1,295
Internet Bundle 900Mbps	\$125	\$1,725	\$0	\$1,500	\$0	\$1,425

Internet Bundle Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
Fiber Lateral Construction	ICB	ICB	ICB	ICB	ICB	ICB
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)	\$200	\$0	\$200	\$0	\$200	\$0
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)	\$300	\$0	\$300	\$0	\$300	\$0
Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour	\$400	\$0	\$400	\$0	\$400	\$0

** Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

Billing Structure Description:

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Lighttower has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

Notes:

- Bundled Discount.** For Ethernet service pricing bundled with Internet access service, see the Pricing Table above.
- Ceiling Pricing.** Lighttower always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Lighttower will look to offer better pricing based on the customer's particular application and circumstances.
- Renewal Discount.** If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
- Lighttower Upgrade Plan.** Lighttower wants to enable its customers to buy the bandwidth and service that they need at the time that they need it. Lighttower's RI State customers may upgrade their existing bandwidth at a Lighttower-serviced location without an upgrade charge. Lighttower will also allow RI State customers to convert a Lighttower Ethernet service to a Lighttower Dark Fiber service without a charge for terminating the Ethernet service; for such conversions, Lighttower may require a minimum term for the Dark Fiber service and additional costs (e.g. construction or third-party costs) may apply to these conversions.
- The Ethernet Services proposed in this Cost Table meet our standard commercial SLA level A.** Lighttower offers Ethernet Services at two additional higher SLA standards. For SLA level AA, Lighttower provides a second Ethernet Service at the same location using the same cable facilities and routing. The additional circuit increases the reliability of the service as described in SLA level AA and costs 150% of the prices in this Cost Table. For SLA level AAA, Lighttower provides a second Ethernet Service at the same location using a separate fiber cable and diverse routing. The cost of Ethernet Service at the SLA AAA level is 200% of the prices in this Cost Table, plus any Special Construction costs for the diverse cable routing.
- Metro-E Advanced Private Line (Metro-E APL)** is a point-to-point service that is available within a metro (distance limitation is 80 km), and is priced as a complete service that includes both end locations. Metro-E APL service is delivered over private fiber with a switch at each end user location.
- Switched E-Line** is a point-to-point Ethernet Service. E-Line consists of a 100/1000M UNI and an Ethernet Virtual Circuit (EVC) at each customer location. Lighttower does not charge for mileage. E-Line service traverses the Lighttower MPLS core network using facilities shared with other customers.
- Switched Ethernet LAN (E-LAN)** service is a mesh Ethernet Service (any to any) priced on a per customer location 100/1000M UNI and per EVC. Lighttower does not charge for mileage. EVPL service traverses the Lighttower MPLS core network using facilities shared with other customers.
- Switched Ethernet Virtual Private Line (EVPL)** is a hub and spoke service (one to many). EVPL consists of a 100/1000M UNI and an Ethernet Virtual Circuit (EVC) at each customer location. Lighttower does not charge for mileage. EVPL service traverses the Lighttower MPLS core network using facilities shared with other customers.
- The month-to-month service UNIs must be installed and billed for nine (9) months.** NRC applies to month-to-month service and 12 month terms. There is no NRC for 36 or 60 month terms.

11. "Special Construction" charges may apply where Lightower must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.

12. Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Lightower on customer's behalf relating to the service, to the extent such charges are not recouped by Lightower from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Lightower's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Lightower for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Lightower and Customer.

13. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Lightower will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Lightower service to the customer's location. Lightower will pass through such cross-connect charge without mark-up to the customer.

14. Lightower will provide technician labor for post installation move, add, and change work at rates that are specified above.

15. Time Limited Special Pricing Offer-First Three Months MRC Waived - If any Using Agency(ies) enters into a sixty-month agreement for services within the first 90 days of contract award, Lightower will waive the applicable MRC for such services for the first three months of the term, provided that if such Using Agency(ies) terminates the agreement prior to the end of the sixty-month term, it will be responsible for an additional three months under the stranded investment note below. Special construction charges, if applicable, will apply.

Lighttower Fiber Networks

State of Rhode Island - RFP Bid # 7548392
Telecommunications Services (MPA-308)

Internet Access Services

Description	1 Year Commitment		3 Year Commitment		5 Year Commitment	
	Installation / NRC	MRC	Installation / NRC	MRC	Installation / NRC	MRC
DIA Port 100Mbps	\$125	\$480	\$0	\$400	\$0	\$360
DIA Port 1000Mbps	\$125	\$630	\$0	\$525	\$0	\$475
DIA Port Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
DIA Data Rate 10Mbps	\$125	\$175	\$0	\$160	\$0	\$150
DIA Data Rate 20Mbps	\$125	\$180	\$0	\$165	\$0	\$155
DIA Data Rate 30Mbps	\$125	\$185	\$0	\$170	\$0	\$160
DIA Data Rate 40Mbps	\$125	\$195	\$0	\$175	\$0	\$165
DIA Data Rate 50Mbps	\$125	\$200	\$0	\$180	\$0	\$170
DIA Data Rate 60Mbps	\$125	\$220	\$0	\$200	\$0	\$190
DIA Data Rate 70Mbps	\$125	\$240	\$0	\$220	\$0	\$210
DIA Data Rate 80Mbps	\$125	\$265	\$0	\$240	\$0	\$230
DIA Data Rate 90Mbps	\$125	\$285	\$0	\$260	\$0	\$245
DIA Data Rate 100Mbps	\$125	\$305	\$0	\$275	\$0	\$260
DIA Data Rate 150Mbps	\$125	\$370	\$0	\$335	\$0	\$320
DIA Data Rate 200Mbps	\$125	\$430	\$0	\$390	\$0	\$370
DIA Data Rate 300Mbps	\$125	\$555	\$0	\$505	\$0	\$480
DIA Data Rate 400Mbps	\$125	\$680	\$0	\$620	\$0	\$590
DIA Data Rate 500Mbps	\$125	\$810	\$0	\$735	\$0	\$700
DIA Data Rate 600Mbps	\$125	\$935	\$0	\$850	\$0	\$810
DIA Data Rate 700Mbps	\$125	\$1,060	\$0	\$965	\$0	\$915
DIA Data Rate 800Mbps	\$125	\$1,195	\$0	\$1,085	\$0	\$1,030
DIA Data Rate 900Mbps	\$125	\$1,320	\$0	\$1,200	\$0	\$1,140
DIA Data Rate 1000Mbps	\$125	\$2,200	\$0	\$2,000	\$0	\$1,900
DIA Data Rate Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
Fiber Lateral Construction	ICB	ICB	ICB	ICB	ICB	ICB
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours	\$200	\$0	\$200	\$0	\$200	\$0
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours	\$300	\$0	\$300	\$0	\$300	\$0
Emergency Technician Labor - Post Installation Move, Add, and Change,	\$400	\$0	\$400	\$0	\$400	\$0

** Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

Billing Structure Description:

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Lighttower has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

Internet Service - Internet Service is billed for two components, DIA Port and DIA Data Rate. DIA Port is based on the capacity of bandwidth that can be delivered over the transport. DIA Data Rate is the actual Internet speed being delivered.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

Notes:

1. **Ceiling Pricing.** Lightower always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Lightower will look to offer better pricing based on the customer's particular application and circumstances.
2. **Renewal Discount.** If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. **Bundled Services Discount.** Lightower has reduced the price for Internet Access Services when bundled with Ethernet services. This pricing is located on the Ethernet Multi-Point services tab.
4. **"Special Construction" charges** may apply where Lightower must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.
5. **Stranded Investment.** If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Lightower on customer's behalf relating to the service, to the extent such charges are not recouped by Lightower from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Lightower's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Lightower for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Lightower and Customer.
6. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. Lightower will provide a network interface device, usually a switch with the appropriate interface port. The customer is responsible for all interior cabling beyond the network interface device. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Lightower service to the customer's location. Lightower will pass through such cross-connect charge without mark-up to the customer.
7. Lightower will provide technician labor for post installation move, add, and change work at rates that are specified above.
8. **Time Limited Special Pricing Offer-First Three Months MRC Waived -** If any Using Agency(ies) enters into a sixty-month agreement for services within the first 90 days of contract award, Lightower will waive the applicable MRC for such services for the first three months of the term, provided that if such Using Agency(ies) terminates the agreement prior to the end of the sixty-month term, it will be responsible for an additional three months under the stranded investment note below. Special construction charges, if applicable, will apply.

Lightower Fiber Networks

State of Rhode Island - RFP Bid # 7548392
Telecommunications Services (MPA-308)

Dark Fiber

Description	1 Year Commitment		3 Year Commitment		5 Year Commitment	
	Installation / NRC	MRC	Installation / NRC	MRC	Installation / NRC	MRC
Dark Fiber Pair - first 10 route miles or fraction thereof	\$14,000	\$4,450	\$14,000	\$4,450	\$14,000	\$4,450
Dark Fiber Pair - Next (second) 10 route miles or fraction thereof (i.e., minimum charge for route mileage in excess of 10 but less than 20)-this is additional to the charge for the first 10 route miles	N/A	\$4,250	N/A	\$4,250	N/A	\$4,250
Dark Fiber Pair --route miles in excess of the first 20 miles--per route mile	N/A	\$310	N/A	\$310	N/A	\$310
Dark Fiber IRU	ICB	ICB	ICB	ICB	ICB	ICB
Dark Fiber Pair Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
Fiber Lateral Construction	ICB	ICB	ICB	ICB	ICB	ICB
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)	\$200	\$0	\$200	\$0	\$200	\$0
Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)	\$300	\$0	\$300	\$0	\$300	\$0
Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour	\$400	\$0	\$400	\$0	\$400	\$0

** Once a total of 24 months of the Monthly Recurring Cost have been paid by one or more Using Agency(ies) for Services in a given building, the Monthly Recurring Cost for the Fiber Lateral Construction line item for all Using Agencies with Services within that building will be eliminated. The building will then be reclassified as on-net for existing and future Using Agencies.

Billing Structure Description:

All pricing is per-node unless otherwise specified. The standard pricing tables apply only to on-net locations where Lightower has existing fiber. Special Construction charges may apply for off-net locations. "Off-Schedule" is defined as any existing technology with customized configurations that are not listed in the pricing schedule.

Pricing noted as ICB is done so due to variables that cannot be determined until the scope of the required work has been realized. This pricing will be based on the cost of providing the requested service.

Notes:

- 1. Renewal Discount.** If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
- 2. Lightower Upgrade Plan.** Lightower wants to enable its customers to buy the bandwidth and service that they need at the time that they need it. Lightower's RI State customers may upgrade their existing Lit Service at a Lightower-serviced location without an upgrade charge. Lightower will also allow RI State customers to convert a Lightower Lit service to a Lightower Dark Fiber service without a charge for terminating the Lit service; for such conversions, Lightower may require a minimum term for the Dark Fiber service and additional costs (e.g. construction or third-party costs) may apply to these conversions.
- 3. "Special Construction" charges** may apply where Lightower must extend its existing fiber network in order to provide service to a customer location. In all such cases, these Special Construction charges will be identified and presented to the customer in the initial proposal for the customer's review and acceptance. Special Construction charges can be settled as a one-time payment or the sum can be broken up over 18 months. In the event that customer terminates a service with Special Construction charges prior to the expiration of the initial term, customer will be required to pay all unpaid Special Construction charges, in addition to the stranded investment charges set forth below, within forty-five (45) days of customer's receipt of the applicable invoice.

4. Stranded Investment. If the customer cancels the service prior to the completion of the initial term, the customer will be responsible for the following stranded investment charge: 1) 100% of the monthly recurring charges remaining in months one through twelve of the initial term, 75% of the monthly recurring charges remaining in months thirteen through twenty-four of the initial term, and 50% of the monthly recurring charges remaining in months twenty-five through the end of the initial term; and 2) all disconnection or termination charges payable to any third parties incurred by Lightower on customer's behalf relating to the service, to the extent such charges are not recouped by Lightower from the payments made by customer under clause (1) above. Such stranded investment charge shall be paid within forty-five (45) days of customer's receipt of the applicable invoice. Customer will not be responsible for stranded investment charges where customer simultaneously orders a replacement service to a location then served by Lightower's existing network ("Replacement Service") with equal or greater monthly recurring charges for an equal or greater term as the cancelled service, provided that customer (i) pays all applicable charges in connection with provisioning such Replacement Service, and (ii) reimburses Lightower for any costs related to the cancelled service, including unpaid Special Construction charges and underlying third-party provider termination fees. Any such Replacement Service shall be documented in an amendment mutually agreed upon and executed by Lightower and Customer.

5. The customer is responsible for providing cable access via conduit or aerial means to the termination point within the customer's premises. The customer must also provide electrical power and UPS protection if desired. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Lightower service to the customer's location. Lightower will pass through such cross-connect charge without mark-up to the customer.

6. Lightower will provide technician labor for post installation move, add, and change work at rates that are specified above.

Lightower Fiber Networks

**State of Rhode Island - RFP Bid # 7548392
Telecommunications Services (MPA-308)**

Colocation Services

Description	1 Year Commitment		3 Year Commitment		5 Year Commitment	
	Installation / NRC	MRC	Installation / NRC	MRC	Installation / NRC	MRC
Full Cabinet	\$500	\$800	\$0	\$700	\$0	\$650
Half Cabinet	\$500	\$500	\$0	\$450	\$0	\$400
Cross-Connect (Within Lightower Facility)	\$250	\$250	\$0	\$250	\$0	\$225
Cross-Connect (Non-Lightower Facility)	ICB	ICB	ICB	ICB	ICB	ICB
Non-UPS 120V AC Power	\$500	\$17	\$0	\$17	\$0	\$17
Non-UPS 208V AC Power	\$500	\$28	\$0	\$28	\$0	\$28
Non-UPS 208V Three Phase AC Power	\$500	\$48	\$0	\$48	\$0	\$48
UPS 120V AC Power	\$500	\$27	\$0	\$27	\$0	\$27
UPS 208V AC Power	\$500	\$42	\$0	\$42	\$0	\$42
UPS 208V Three Phase AC Power	\$500	\$72	\$0	\$72	\$0	\$72
Protected 48V DC Power	\$500	\$15	\$0	\$15	\$0	\$15
Remote Hands	\$0	\$500	\$0	\$500	\$0	\$500
Remote Hands - Non-Emergency - 7:01 am to 6:59 pm - 48 hours notice (per hour- 4 hour min)	\$200	\$0	\$200	\$0	\$200	\$0
Remote Hands - Non-Emergency, After Hours - 7:00 pm to 7:00 am - 48 hours notice (per hour- 4 hour min)	\$300	\$0	\$300	\$0	\$300	\$0
Remote Hands - Emergency, Less Than 48 hours notice - 7:01 am to 6:59 pm (per hour- 4 hour min)	\$400	\$0	\$400	\$0	\$400	\$0
Colocation Services Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB
Internet Bundle 10Mbps	\$125	\$125	\$0	\$110	\$0	\$105
Internet Bundle 20Mbps	\$125	\$160	\$0	\$140	\$0	\$135
Internet Bundle 30Mbps	\$125	\$190	\$0	\$165	\$0	\$155
Internet Bundle 40Mbps	\$125	\$225	\$0	\$195	\$0	\$185
Internet Bundle 50Mbps	\$125	\$260	\$0	\$225	\$0	\$215
Internet Bundle 60Mbps	\$125	\$300	\$0	\$260	\$0	\$245
Internet Bundle 70Mbps	\$125	\$345	\$0	\$300	\$0	\$285
Internet Bundle 80Mbps	\$125	\$385	\$0	\$335	\$0	\$320
Internet Bundle 90Mbps	\$125	\$430	\$0	\$375	\$0	\$355
Internet Bundle 100Mbps	\$125	\$465	\$0	\$405	\$0	\$385
Internet Bundle 150Mbps	\$125	\$545	\$0	\$475	\$0	\$450
Internet Bundle 200Mbps	\$125	\$620	\$0	\$540	\$0	\$515
Internet Bundle 300Mbps	\$125	\$780	\$0	\$680	\$0	\$645
Internet Bundle 400Mbps	\$125	\$935	\$0	\$815	\$0	\$775
Internet Bundle 500Mbps	\$125	\$1,100	\$0	\$955	\$0	\$905
Internet Bundle 600Mbps	\$125	\$1,260	\$0	\$1,095	\$0	\$1,040
Internet Bundle 700Mbps	\$125	\$1,410	\$0	\$1,225	\$0	\$1,165
Internet Bundle 800Mbps	\$125	\$1,570	\$0	\$1,365	\$0	\$1,295
Internet Bundle 900Mbps	\$125	\$1,725	\$0	\$1,500	\$0	\$1,425
Internet Bundle 1000Mbps	\$125	\$1,765	\$0	\$1,535	\$0	\$1,460
Internet Bundle Off-Schedule	ICB	ICB	ICB	ICB	ICB	ICB

Notes:

1. Ceiling Pricing. Lightower always reviews the specific conditions of a service request in order to develop the most cost effective solution for the customer. All the prices are ceiling, not to exceed, prices and Lightower will look to offer better pricing based on the customer's particular application and circumstances.
2. Renewal Discount. If a customer renews a 36 or 60-month initial term agreement for an additional term of 36 months or 60 months, such customer shall be entitled to a 10% reduction in the applicable monthly contract rates for the renewal term. Any such renewal shall be set forth in a renewal service order.
3. Bundled Services Discount. Lightower offers up to 1000Mbps of Internet access at a discounted rate when bundled with Colocation services. Bundled services are offered where Lightower Internet facilities and equipment are available.
4. Lightower will provide technician labor for post installation move, add, and change work at rates that are specified above.
5. The customer is responsible for any cross-connect charge imposed by third parties, such as telecom hotels, for the interconnection of Lightower service to the customer's location. Lightower will pass through such cross-connect charge without mark-up to the customer.
6. Pricing for power feed(s) is based on a per Amp rate and subject to change once annually

Lighttower Remote Hands Service for Colocation Customers

Services Supported

- Visual inspection of devices to assess equipment status, identify visual information and report observations back to the customer
- Viewing of monitors as requested by the customer
- Toggle power (on/off) on customer owned equipment
- Reseat cards in customer owned equipment (No special tools required)
- Check or replace customer provided power fuses in customer owned equipment
- Run, connect, disconnect customer provided DS1, DS3, CAT5 and fiber cross-connects to customer owned equipment. Cables runs will be confined within customer's leased space. Cable connections will not require special tools and/or equipment.
- Provide physical loop backs, where available, on customer DS1s, DS3 and/or optical services
- Participate in loop back testing of circuits. Circuits types included will be; DS1, DS3, OC-3 to OC-192, and sub-rate Ethernet to 10G. (*Retainer fee provides for dispatch of a single Lighttower technician*)
- Power meter optical connections (outputs / receives)

Service Locations

Lighttower will offer Remote Hands service in all Lighttower Colocation facilities. Please consult the "locations" tab of the LT Master Pricing Book for a list of these locations.

Standard Dispatch

Customer will contact the Lighttower NOC to initiate a Lighttower Remote Hands ticket. Lighttower NOC will open a Remote Hands ticket with the appropriate Field Operations Organization. Local Field Operations will assign a resource and contact the customer regarding the request. The Lighttower Technician will coordinate with the customer NOC or a customer representative prior to and during the requested window. Once the issue is resolved or the task is completed, the customer NOC or customer representative will give the approval for the Lighttower Field Technician to close the ticket.

Emergency Dispatch

Lighttower's on-site objective is four (4) hours from the receipt of the customer's emergency request.

Rates

Remote Hands service bills a monthly recurring retainer fee of \$500.00 per month to retain the service of dispatching one Lighttower Field Technician. Legacy Sidera Colocation customers who have previously utilized Remote Hands will be grandfathered to that legacy policy which did not charge the retainer fee. Incremental charges are outlined below.

Response Type	Time of Day	Advance Notice	Rates Per Incident
Non-emergency response	7:01 AM to 6:59 PM	48 Hour notice minimum	\$200 Per hour, 4-hour minimum
Non-emergency, after hours	7:00 PM to 7:00 AM	48 Hour notice minimum	\$300 Per hour, 4-hour minimum
Emergency response	N/A	Less than 48 hour notice	\$400 Per hour, 4-hour minimum

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

WAGE REQUIREMENTS - ADDITIONAL

VENDOR IS ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the

American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Supplemental Agreement

The Rhode Island Department of Administration, Division of Purchases (“Division” or “State”) and Light Tower Fiber LLC (“Vendor”) (collectively known as the “Parties” or as a “Party”^{September and} individually) hereby enter into this “Supplemental Agreement,” effective the First day of ~~August~~^{September}, 2014, upon issuance of Master Price Agreement # 308 (“MPA”) by the Division, to provide Telecommunications Services to the State of Rhode Island (“State”), in accordance with the terms and conditions stated in Request for Proposal # 7548392.

1. Incorporation of the Agreement in its Entirety:

The Notice of Contract Purchase Agreement, along with the Rhode Island State Procurement Regulations and General Conditions of Purchase, and the documents listed below, are all expressly incorporated by reference into this Agreement and shall be collectively referred to as the “Agreement”:

A. Request for Proposal #7548392 and Addenda (available on Division’s website), and all of the terms and conditions contained therein, including, but not limited to, the following terms:

- **TERM:** The term of MPA #308 will be for a period of twenty four (24) months for the period of the effective date of the Agreement through July 31, 2016, renewable for up to three (3) additional, one-year periods, at the sole option of the state. The state shall provide written notice to renew or not renew within sixty (60) of the end of each agreement period.
- “Authorized services” means services which are authorized through issuance of an approved state purchase order issued via the Rhode Island Financial Accounting Network System (RIFANS). Services provided without a valid PO number may be considered unauthorized and refused for payment. Verbal approval of any staff member other than the State Purchasing Agent is insufficient authorization.
- All agencies of state government, except as stated below, will be required to utilize this MPA.
- The same offers, terms and conditions as stated in the Agreement will be accessible to the Legislative and Judicial Branches of the State of Rhode Island, Rhode Island municipalities (cities and towns), school districts and quasi-public agencies. (In other words, this MPA is extended to all governmental or quasi-governmental entities in Rhode Island should they decide voluntarily to participate and access the pricing and terms available under MPA 308);

B. VENDOR’s Cost Proposal (Attachment #1) – and all of the terms contained therein, including discounts.

C. VENDORS's Technical Proposal (On file with the Division of Purchases)

2. Order of Precedence

To the extent that there is any conflict in terms among the items incorporated into the Agreement, the following order of supremacy (with one (1) being the highest order of priority) shall control:

1. The State's General Conditions of Purchase (**Attachment #2**);
2. This Supplemental Agreement
3. RFP # ~~7537380~~ and addenda 7548392 *and*
4. VENDOR's Cost Proposal; and
5. VENDOR's Technical Proposal.

3. Scope of Work

The Scope of Work included in the RFP, including for the State of Rhode Island, colleges and the University of Rhode Island, is hereby incorporated into this agreement by reference.

4. Insurance Requirements:

VENDOR shall acquire and maintain all insurance as detailed on Pages 38 and 39 of RFP #7548392.

5. Choice of Law and Venue:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Rhode Island.

6. Amendment:

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by both parties hereto and specifically referring to this Agreement.

7. Notice:

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

State of Rhode Island

Lorraine A. Hynes
RI Department of Administration
Division of Purchases 2nd Fl.
One Capitol Hill
Providence, RI 02908

Light Tower Fiber LLC

Michelle Kavey
Director / Government
Light Tower Fiber LLC
80 Central St.
Boxborough, MA 01719

7. Miscellaneous

All provisions not expressly addressed herein are governed by Appendix A, General Conditions of Purchase, of the State of Rhode Island Procurement Regulations available at the www.purchasing.ri.gov.

8. Headings:

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

9. Severability:

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

10. Entire Agreement/Counterparts.

This Supplemental Agreement, and the items incorporated herein by reference, shall constitute the entire understanding of the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

VENDOR: LIGHT TOWER FIBER LLC

By: [Signature]

Name: DAVID L. HAYES

Title: Executive Vice President

Date: JUL 15, 2014

State Official:

By: [Signature]

Name: Lorraine A. Hayes

Title: Purchasing Agent

Date: 8/8/14

**STATE OF RHODE ISLAND
PROCUREMENT REGULATIONS**

APPENDIX A – GENERAL CONDITIONS OF PURCHASE



Amended regulations adopted June 20, 2011

Division of Purchases
Rhode Island Department of Administration
One Capitol Hill, Second Floor
Providence, Rhode Island 02908

Tel: (401) 574-8100

RECEIVED

(Signature) OCT 11 2011

RI SECRETARY OF STATE
ADMINISTRATIVE RECORDS

The following amended State of Rhode Island Procurement Regulations were adopted by me, as Director of the State of Rhode Island Department of Administration, on the _____ day of June 2011.

Richard A. Licht, Director
State of Rhode Island
Department of Administration
One Capitol Hill
Providence, Rhode Island 02908

Date of Public Notice: May 5, 2011
Date of Public Hearing: June 8, 2011
End of Comment Period: June 8, 2011

GENERAL CONDITIONS OF PURCHASE

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provisions of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT - The State's Purchase Order, or other State contract endorsed by the State Office of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining to any award or contract shall be accomplished in writing.

- **a.** Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.

- b.** No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof must emanate from the Office of Purchases: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.

- c.** Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been

satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the State in accordance with other provisions stated herein.

• **d.** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Office of Purchases, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the State, and agrees that later discovery by the Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS - No subcontracts or collateral agreements shall be permitted, except with the State's express consent. Upon request, contractors must submit to the Office of Purchases a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the State, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the State and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The State will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT - Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- **a.** The State reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of contract.

- b.** The State shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the State will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c.** Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the State, where determined by the Purchasing Agent to be in the State's best interest.

7. TERM AND RENEWAL - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the State's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the State's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the State's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the State's intent not to renew is served.

8. DELIVERY - Delivery must be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Purchasing Agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING - All pricing offered or extended to the State is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the State, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

- **a.** Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

- b.** The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no

way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. Rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

• Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.

h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

14. SUSPENSION AND DEBARMENT - The Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

• a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the State to a vendor or contractor then under a ruling of suspension or debarment by the State shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the State Purchasing Agent.

15. PUBLIC RECORDS - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Office of Purchases may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld, and except as otherwise provided for pursuant to RIGL 37-2-18 (a)-(h) "Competitive Sealed Bidding".

16. PRODUCT EVALUATION - In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- **a.** Any objections to specifications must be filed by a bidder, in writing, with the Purchasing Agent at least 96 hours before the time of bid opening to enable the Office of Purchases to properly investigate the objections.

- b.** All standards are minimum standards except as otherwise provided for in the Request or Contract.

- c.** Samples must be submitted to the Office of Purchases in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

- d.** All samples submitted are subject to test by any laboratory the State Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- **a.** Failure by the State to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

- b.** Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

- c.** Where the contractor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d.** When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the State Agency within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the State shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES - All product or service warranties normally offered by the contractor or bidder shall accrue to the State's benefit, in addition to any special

requirements which may be imposed by the State. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the State may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT - Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- **a.** Payment terms other than the foregoing may be rejected as being non-responsive..

- b.** No partial shipments will be accepted, unless provided for by the Request or Contract.

- c.** Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the State from taking such discount.

- d.** Payments for used portion of inferior delivery will be made by the State on an adjusted price basis.

- e.** Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Agency involved for approval.

20. THIRD PARTY PAYMENTS - The State recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS - Payments due the contractor shall be subject to reduction by the State Controller equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS - Any claim against a contractor may be deducted by the State from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the State the amount of such claim on demand. Submission of a voucher and payment, thereof, by the State shall not preclude the Purchasing Agent from

demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the State, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. STATE CONTROLLER'S CERTIFICATION OF FUNDING - Certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES - Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one State fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the State's sole option.

25. MINORITY BUSINESS ENTERPRISES - Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Director of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION - Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT - In accordance with Executive Order No. 91-14, Contractors who do business with the State and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. GOODS PRODUCED IN THE REPUBLIC OF SOUTH AFRICA - In accordance with Chapters 35-10-12 and 37-2-57 of the General Laws, goods which are known to be wholly produced in the Republic of South Africa may not be accepted for any procurement the State of Rhode Island; the offeror attests by his submission of a bid or offer, or acceptance of a purchase order or other contract, that these prohibitions do not apply to material or goods which form the basis for his offer or contract.

30. TAXES - The State of Rhode Island is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

31. INSURANCE - All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- **a. Comprehensive General Liability Insurance** -
 - 1) Bodily Injury \$1,000,000 each occurrence
 - \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence
- \$500,000 annual aggregate
 - Independent Contractors
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations

- Completed Operations
- Personal Injury (with employee exclusion deleted)
- **b. Automobile Liability Insurance -**
- Combined Single Limit \$1,000,000 each occurrence
 - Bodily Injury
 - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- **c. Workers' Compensation Insurance -**
- Coverage B \$100,000

The Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the State of Rhode Island as an additional insured, to the Office of Purchases, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

32. BID SURETY - When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

33. PERFORMANCE AND LABOR AND PAYMENT BONDS – A performance bond and labor and payment bond of up to 100% of an award may be required by the Purchasing Agent. Bonds must meet the following requirements:

- **a. Corporation:** The Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
- **b. Firm or Partnership:** The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- **c. Individual:** The Bond must be signed by the individual owning the business and indicate "Owner."
- **d.** The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- **e.** The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- **f.** Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- **g.** A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

34. DEFAULT AND CANCELLATION - A contract may be canceled or annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor,

of any of his obligations. Failure of contractor to cure such non-performance or breach within ten working days after the receipt of notice, shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

- **a.** Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Purchasing Agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Purchasing Agent, will cause the Purchasing Agent to purchase in the open market to replace those rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the State for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.

- b.** A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Purchasing Agent may contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.

- c.** If contractor consistently fails to deliver quantities or otherwise perform as specified, the Purchasing Agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

35. INDEMNITY - The contractor guarantees:

- **a.** To save the State, its agents and employees, harmless from any liability imposed upon the State arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

- b.** To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

- c.** That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

36. CONTRACTOR'S OBLIGATIONS - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- **a.** To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

- b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- c. To store equipment, supplies, and material at the site only upon approval by the State, and at his own risk;
- d. To perform all work so as to cause the least inconvenience to the State, and with proper consideration for the rights of other contractors and workmen;
- e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and
- f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any State facility or site, and that they comply with such rules.

37. FORCE MAJEURE - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

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