



Notice of Price Agreement Award

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

**V
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SPRINT COMMUNICATIONS COMPANY LP
6500 SPRINT HWY
MS: HL-5AFTX
OVERLAND PARK KS 66251

ALT. CARRIERS FOR LOCAL DATA

Award Number: **68M00351252**
Effective Period: **6/5/06 - 5/31/09**

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Date: 06/02/2006
Buyer: JEROME MOYNIHAN
Shipping: F.O.B., Destination
Terms: Net 30

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-321	B06127
Item		Unit	Unit Price
	<p>6/5/06 - 5/31/09</p> <p>MASTER PRICE AGREEMENT #321</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>		

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.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE



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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-321	B06127
Item		Unit	Unit Price
	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		

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Date: 06/02/2006 Buyer: JEROME MOYNIHAN Shipping: F.O.B., Destination Terms: Net 30
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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-321	B06127
Item		Unit	Unit Price
	<p>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.</p> <p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>PRICING AT INCREMENTS OF \$1.00 PER ALLOWABLE COST.</p> <p>(SEE ATTACHED PRICING)</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>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.</p> <p>STATE AGENCIES WISHING TO AVAIL THEMSELVES OF SERVICES UNDER MPA #321 MUST APPLY THROUGH DOIT (ATTN: CLARENCE BUSSIUS AT 401-462-5997)</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-321	B06127
Item		Unit	Unit Price
	VENDOR TELEPHONE: 617-839-6674 VENDOR FAX: 781-999-7984		

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STATE PURCHASING AGENT/DESIGNEE

Sprint Price Quote

Customer Name: State of Rhode Island
 Address: One Capital Hill
 Providence, RI 02908

PRICING ATTACHMENT E1

WIRELESS SERVICES AND VOLUME DISCOUNT

1. VOLUME DISCOUNT

1.1. **Effective Date of Discounts.** For new "Active Units" (defined as an activated wireless device enrolled in a Sprint Business Plan), the discounts below apply as of the Commencement Date. For Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts below no later than sixty (60) days after the Commencement Date.

1.2. Active Unit Commitment Level

A. Customer's Service Pricing Discounts in the table below are based on the Active Unit Commitment Level. To be eligible for the Service Pricing Discounts, Customer's Active Unit Commitment Level must include at least 100 Corporate-Liable Active Units during each month of the Term. Corporate-Liable and Individual-Liable Active Units on both the Sprint PCS Nationwide Network count to satisfy the Active Unit Commitment Level. Customer must maintain the Active Unit Commitment Level during each month of the Term.

Active Unit Commitment Level	Corporate-Liable Active Units* Service Pricing Discount	Individual-Liable Active Units* Service Pricing Discount
0	25%	15%

* Sprint may review Customer's Active Units (the "Active Unit Count") during any month of the Term after the Ramp Up Period, if any. If the Active Unit Count does not meet or exceed the Active Unit Commitment Level, Sprint may reduce the Customer's Corporate-Liable and Individual-Liable Active Unit Service Pricing Discounts.

B. Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges. Eligible monthly recurring charges are defined in the applicable pricing attachment. Service Pricing Discounts apply to all Business Plans listed in this Agreement and promotional rate plans, which Sprint may offer on a limited time basis. Additional pricing discount business rules are found in the attached Business Plans & Policies.

2. EMPLOYEE DISCOUNT PROGRAM

2.1. **Eligible Employees.** New and existing Customer Employee (or Individual-Liable) Active Units may receive the Individual-Liable Service Pricing Discount in the table above. The Individual-Liable Account Service Pricing Discount is contingent upon the Employee signing Sprint's consumer subscriber agreement and providing satisfactory evidence of employment to Sprint. Customer and Sprint will agree on methods for employment verification. Upon termination of this Agreement for any reason, or upon the Employee's termination of employment with Customer, Sprint may cease applying the Individual-Liable Service Pricing Discount.

2.2. **Communications.** Customer will communicate this Employee Discount Program to all Employees within 30 days of the Effective Date. Customer and Sprint will agree on a process for Sprint to present promotional offers and sell to Employees, including allowing Sprint to send monthly marketing messages (e.g., via payroll stuffers, company magazines/newsletters, email, chair drops, or other reasonable manner) to Employees. Sprint may, with Customer's consent, install a link (via the Internet or Intranet) to a Sprint website to give Employees access to information on Sprint Products and Services. Customer and Sprint will agree on the content of such messages.

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SPRINT PROPRIETARY INFORMATION

Sprint Price Quote

Customer Name: State of Rhode Island
 Address: One Capital Hill
 Providence, RI 02908

PRICING ATTACHMENT E2

SPRINT PCS SERVICES BUSINESS PLANS & POLICIES

1. PROVISION OF SPRINT PCS PRODUCTS AND SERVICES. Sprint Spectrum L.P. provides the Sprint PCS Products and Services operating on the Nationwide Sprint PCS(R) Network listed in the Agreement. **Customer must comply with the Wireless Services Product Annex, and if applicable, any other Sprint PCS Product or Service-specific terms and conditions, which are incorporated into this Agreement as posted to www.sprint.com/ratesandconditions as of the date Customer signs this Agreement.** All terms and conditions in this Attachment only refer to Sprint PCS Active Units operating on the Nationwide Sprint PCS Network, unless otherwise specified.
2. SPRINT PCS AFFILIATES. Pricing in this Attachment may not be available to Active Units activated in Sprint PCS Affiliate Markets.
3. BUSINESS PLANS. Business Plans come in the bundles described below, or Customer may add services to the bundles for additional MRCs. Each Business Plan is also eligible for the Service Pricing Discount in this Agreement based on Customer's Active Unit Commitment Level. Pricing in this Attachment may not be available if a business sales agent or any other third-party sales agent is involved in the transaction in any way.
4. PROMOTIONS. Prices do not reflect the application of promotions, offers, or discounts, including Customer's Service Pricing Discount, and may not apply if a third party sales agent is involved in the transaction in any way. Sprint promotions, offers, or discounts may not be available with certain Business Plans at Sprint's sole discretion. If Customer is eligible for and selects a new Business Plan offered after the Commencement Date of the Agreement, (a) Customer's Service Pricing Discount, and (b) all terms and conditions of that new plan, apply in addition to and control over any conflicting term of the Agreement.
5. SPRINT PCS VOICE PLANS FOR BUSINESS

5.1. SPRINT BUSINESS ESSENTIALS(R) PLAN

	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 4000
MRC	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99
Anytime Minutes	400	1000	1400	2000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Mobile to Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 9 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Shared Minutes	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included

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SPRINT PROPRIETARY INFORMATION

Sprint Price Quote

Customer Name: State of Rhode Island
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Roaming	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included

Note 1 - Add-a-Phone requires the purchase of a Sprint Business Essentials(R) Plan with Anytime Minutes.

5.2. SPRINT FREE INCOMING PLANS

MRC	\$49.99	\$59.99	\$79.99	\$109.99
Anytime Minutes	300	500	800	1,200
Incoming Minutes	Unlimited	Unlimited	Unlimited	Unlimited
Anytime Minute Overage	\$0.40	\$0.40	\$0.40	\$0.40
Unlimited Nights & Weekends starting at 9pm	Included	Included	Included	Included
Unlimited Sprint PCS Ready Link	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included
Domestic Voice Roaming	\$0.50	\$0.50	\$0.50	\$0.50
Domestic Voice Roaming Long Distance	\$0.25	\$0.25	\$0.25	\$0.25
Shared Minutes	Not Available	Not Available	Not Available	Not Available
Caller ID & Voice Mail	Not Included	Included	Included	Included

5.3. Sprint Unlimited Mobile-to-Mobile Calling Add-On

	Unlimited Mobile-to-Mobile
MRC	\$5.00
Anytime Minutes	Unlimited

Note 1 - Mobile-to-Mobile minutes do not count towards the Anytime Minutes included in a rate plan and may be between Nextel, Sprint PCS, and Boost subscribers.

Note 2 - Long distance charges apply to any plans that do not expressly include Nationwide Long Distance.

Note 3 - The Sprint Unlimited Mobile-to-Mobile Calling add-on is eligible for Service Pricing Discounts.

5.4. Unlimited Nights and Weekends Add-On

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SPRINT PROPRIETARY INFORMATION

Sprint Price Quote

Customer Name: State of Rhode Island
 Address: One Capital Hill
 Providence, RI 02908

	Unlimited Nights and Weekends - 7 pm	Unlimited Nights and Weekends - 6 pm
MRC	\$5.00	\$10.00

Note 1 - May be attached to voice rate plans available to new Sprint Customers as of September 1, 2005.

Note 2 - The Sprint Unlimited Nights and Weekends add-ons are eligible for Service Pricing Discounts.

5.5. SPRINT PCS CONNECTION CARD PLANS

MRC	\$39.99	\$66.67
Data Services In Megabytes ('MB')	40MB	Unlimited
Overage Per Kilobyte	\$0.001/KB	Not Applicable
Monthly Maximum Charge (KBs of usage become unlimited after the maximum during the monthly usage period)	\$99.99	Not Applicable
Voice Calls, including Long Distance (if card is capable)	\$0.20 Per Minute	\$0.20 Per Minute

Note 1 - All pricing and available MBs are the same whether Corporate-Liable Active Units use the wireless high speed data network or the Sprint PCS Vision 1xRTT network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible connection card. Where the wireless high speed data network is available and a wireless high speed data-compatible connection card is used, Corporate-Liable Active Units will first attempt to connect to the wireless high speed data network, then default to the Sprint PCS Vision 1xRTT network depending on coverage and network availability.

6. SERVICE CREDITS

- 6.1. Best "no term agreement" price will be offered to State of Rhode Island users.
- 6.2. Should agencies wish to receive additional credits of \$100 or \$150, agency may elect to receive such credits upfront as a service credit on their first bill,
- 6.3. If agency agrees to stay on for 12 months they will receive a \$100 upfront service credit per wireless device.
- 6.4. If agency agrees to stay on for 24 months they will receive a \$150 upfront service credit per wireless device.
- 6.5. These service credits are offered as forward discounts based on above order term. If a customer terminates prior to the end of the order term, it will have to refund those forward discounts back on a prorated basis.

7. Should Sprint run any promotion (equipment or service) which is better than the prices in this contract, the lower of the 2 prices shall be offered to the eligible entity regardless of the number of units purchased.

8. **ACTIVATION FEES.** Sprint will waive the \$36 activation fee for each activated Customer account. Activation fees for Individual-Liable Active Units are governed by the agreements between Sprint and Employees.

9. ELECTRONIC BILLING PRODUCTS

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SPRINT PROPRIETARY INFORMATION

Sprint Price Quote

Customer Name: State of Rhode Island
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 Providence, RI 02908

- 9.1. The following electronic billing products are offered for customers with at least 5 Corporate-Liable Active Units. **Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex, which is incorporated into this Agreement as posted to www.sprint.com/ratesandconditions as of the date Customer signs the Agreement.** Each electronic billing product provides Corporate-Liable Active Unit call detail record ("CDR") information. The MRCs are as follows:

Electronic Billing Products	Invoice Data	Summary Data	MRC	One-Time Set-Up Fee
eBilling & Analysis	3 Months	12 Months	\$35.00	\$200.00
Electronic Bill Transfer (EBT)	2 Months	N/A	Not Applicable	Not Applicable
Electronic Data Interchange (EDI)	1 Month	N/A	Not Applicable	Not Applicable

- 9.2. Customer may choose 1 electronic billing product, or eBilling & Analysis and either EDI or EBT. Customer may not choose the EDI and EBT products together. Sprint reserves the right to, upon 30 days prior written notice, migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.
- 9.3. Customer will receive a summary invoice (without CDR information) or a remittance invoice at no additional charge. If Customer chooses to receive a detailed paper invoice along with an electronic billing product, the following MRCs will apply.

Corporate-Liable Active Units	MRC
5-500	\$100.00
500+	\$250.00

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SPRINT PROPRIETARY INFORMATION

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Customer Name: State of Rhode Island
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PRICING ATTACHMENT E3

INTEREXCHANGE (LONG DISTANCE SERVICES) PRICING & POLICIES

1. CHARGES

1.1. SPRINT VOICE VPN SOLUTIONS

- A. Sprint will charge Customer the Net Effective Usage Rates for Sprint Voice VPN Solutions on its interstate, intrastate and international Sprint Voice VPN Solutions Service Usage Charges, except as stated in this Agreement.
- B. Sprint will charge Customer a fixed Net Effective Usage Rate for its Rhode Island intrastate Sprint Voice VPN Solutions Outbound, including Sprint FONCARD Service Usage Charges in the following state(s) in the applicable amount from the table below

Call Type	Per minute
On-On	\$0.0250
On-Off	\$0.0361
Off-On	\$0.0361
Off-Off	\$0.0530
Foncard-On	\$0.0961
Foncard-Off	\$0.1130

- C. Sprint will charge Customer a fixed Net Effective Usage Rate for its Rhode Island intrastate Sprint Voice VPN Solutions Toll Free Service Usage Charges in the applicable amount from the table below:

Call Type	Per minute
Dedicated	\$0.0361
Switched	\$0.0530

1.2. SPRINT DEDICATED INTERNET ACCESS

- A. Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink"). Customer must comply with the Sprint Dedicated Internet Access Product Annex located at www.sprint.com/ratesandconditions. Both dedicated local access and Customer Premise Equipment ("CPE") are required for Sprint Dedicated Internet Access. Unless specifically stated otherwise

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in this Sprint Dedicated Internet Access pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.

B. DIA: Fixed Rate - Multi Standard

Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amount from the table below for each Domestic Sprint Dedicated Internet Access Port.

Port Speed	Net MRC
64 Kbps	\$147.00
128 Kbps	\$198.00
256 Kbps	\$250.00
384 Kbps	\$270.00
512 Kbps	\$289.00
768 Kbps	\$323.00
1024 Kbps	\$331.50
1536 Kbps	\$345.00
3 Multi Mb (2xT1)	\$578.50
4.5 Multi Mb (3xT1)	\$776.00
6 Multi Mb (4xT1)	\$1,015.00
7.5 Multi Mb (5xT1)	\$1,245.00
9 Multi Mb (6xT1)	\$1,368.00
6 Mbps	\$1,653.00
9 Mbps	\$1,744.00
12 Mbps	\$1,827.00
15 Mbps	\$1,911.00
18 Mbps	\$2,002.00

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Port Speed	Net MRC
22 Mbps	\$2,115.00
25 Mbps	\$2,244.00
28 Mbps	\$2,376.00
31 Mbps	\$2,530.00
34 Mbps	\$2,668.00
45 Mbps (DS3)	\$2,905.00
155 Mbps (OC3)	\$6,800.00
622 Mbps (OC12)	\$20,300.00

C. SPRINT DEDICATED INTERNET ACCESS: BURSTABLE INTRO PARAGRAPH

1. Sprint will provide Customer with a full Sprint Dedicated Internet Access Port at a given bandwidth and will charge Customer a variable monthly charge based on Customer's monthly sustained Port utilization. Sprint will determine Customer's Port utilization and charges at the end of each month.

(A) Port utilization is calculated as follows:

- (1) All ingress and egress traffic will be measured in 5-minute intervals ("Measurement Values").
- (2) All Ingress Measurement Values for the billing period will be ranked from highest to lowest, and the top 5% of the Measurement Values will be discarded.
- (3) All Egress Measurement Values for the billing period will be ranked from highest to lowest, and the top 5% of the Measurement Values will be discarded.
- (4) The next highest Measurement Value (the higher of Ingress or Egress), after discarding the top 5%, will be the 95th percentile Port utilization.

(1) The 95th Percentile Port utilization value of the higher of either Ingress or Egress will be used to determine Customer's monthly charge in conjunction with the pricing table in this Agreement. Customer's monthly charges will be determined solely by Sprint's utilization data.

D. SPRINT DEDICATED INTERNET ACCESS: PER MEG BURSTABLE

1. **Burstable DS3**
Sprint will charge Customer a fixed Net MRC and an additional per Mbps usage charge (based on Customer's Port utilization) in the applicable amounts from the table below for each Domestic Sprint DS3 Dedicated Internet Access Burstable Port installed or in service during the Term.

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Customer Name: State of Rhode Island
Address: One Capital Hill
Providence, RI 02908

The pricing in the table below is only available at the following locations:

City	State
Any location	Any

Port Utilization of DS3 Mbps Port	Net MRC	Add'l Per Mbps Usage Charge
13 Mbps or Less	\$1,638	N/A
Greater Than 13 Mbps	\$1,638	\$80

The Additional Per Mbps Usage Charge listed in the table above applies for Port utilization above 13 Mbps and is in addition to the Net MRC.

2. **Burstable OC3**

Sprint will charge Customer a fixed Net MRC and an additional per Mbps usage charge (based on Customer's Port utilization) in the applicable amounts from the table below for each Domestic Sprint OC3 Dedicated Internet Access Burstable Port installed or in service during the Term.

The pricing in the table below is only available at the following locations:

City	State
Any location	Any

Port Utilization of OC3 Mbps Port	Net MRC	Add'l Per Mbps Usage Charge
46 Mbps or Less	\$3,726	N/A
Greater Than 46 Mbps	\$3,726	\$49

The Additional Per Mbps Usage Charge listed in the table above applies for Port utilization above 46 Mbps and is in addition to the Net MRC.

3. **Burstable OC12**

Sprint will charge Customer a fixed Net MRC and an additional per Mbps usage charge (based on Customer's Port utilization) in the applicable amounts from the table below for each Domestic Sprint OC12 Dedicated Internet Access Burstable Port installed or in service during the Term.

The pricing in the table below is only available at the following locations:

City	State
Any location	Any

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Port Utilization of OC12 Mbps Port	Net MRC	Add'l Per Mbps Usage Charge
155 Mbps or Less	\$11,780	N/A
Greater Than 155 Mbps	\$11,780	\$39

The Additional Per Mbps Usage Charge listed in the table above applies for Port utilization above 155 Mbps and is in addition to the Net MRC.

4. **Burstable OC48**

Sprint will charge Customer a fixed Net MRC and an additional per Mbps usage charge (based on Customer's Port utilization) in the applicable amounts from the table below for each Domestic Sprint OC48 Dedicated Internet Access Burstable Port installed or in service during the Term.

The pricing in the table below is only available at the following locations:

City	State
Any location	Any

Port Utilization of OC48 Mbps Port	Net MRC	Add'l Per Mbps Usage Charge
498 Mbps or Less	\$22,410	N/A
Greater Than 498 Mbps	\$22,410	\$31

The Additional Per Mbps Usage Charge listed in the table above applies for Port utilization above 498 Mbps and is in addition to the Net MRC.

1.3. **SPRINT IP DIAL SERVICES**

- A. Sprint IP Services consist of Internet (public) and Intranet (corporate LAN) network access that allows remote users to dial-in to access hosts or other resources available on these networks. Dial in access for the Intranet is via domestic local and toll-free access; Internet dial in access is available via domestic local and toll free access and domestic and global roaming. Customer must comply with the Sprint Dedicated Internet Access Product Annex, which is incorporated into this Agreement by this reference. Customer may not resell Sprint Dial IP Services.
- B. Sprint's obligation to provide Dial IP Services is contingent upon Customer implementing Version 3.5 or later version of the Sprint dialer software before Customer attempts to use Sprint's Dial IP Services. If Customer fails to meet this condition, Sprint may adjust the Dial IP Services pricing in this Agreement for all roaming services, or suspend all Dial IP Services until updated software is installed. Customer may use Sprint's domestic access numbers outside the Sprint dialer software in those cases where Sprint provides end user authentication.

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- C. Sprint will charge Customer a per-hour fixed rate for its Domestic Sprint Dial IP Service Usage Charges in the applicable amount from the table below.

Sprint Dial IP Service	Per-Hour Rate
Local Internet	\$0.30
Toll Free Internet	\$2.50
Domestic Roaming (R0)*	\$1.30

*Domestic Roaming is generic U.S. Internet access provided by a third party.

- (1) The pricing in this Section is for Sprint's standard corporate Dial IP offering and does not include any enhancements or alterations including, but not limited to, proxy authentication and NOC-to-NOC support. Any enhancements or alterations to the standard offering may result in modifications to the pricing, terms, and conditions of this Agreement.

1.4. SPRINTLINK FRAME RELAY

- A. The SprintLink Frame Relay service is a frame relay offering provided over Sprint's native IP backbone. The services are enabled via the Layer 2 Tunneling Protocol version 3 (L2TPv3) allowing layer 2 traffic to be encapsulated and securely tunneled over the SprintLink IP network. Customer must comply with the SprintLink Frame Relay Product Annex located at www.sprint.com/ratesandconditions. Both dedicated local access and Customer Premise Equipment ("CPE") are required for SprintLink Frame Relay. Unless specifically stated otherwise in this SprintLink Frame Relay pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.

B. Domestic

- (1) Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic SprintLink Frame Relay Port.

Domestic Port Speed	Net MRC
56/64 Kbps	\$147.00
128 Kbps	198.00
256 Kbps	225.00
384 Kbps	240.00
512 Kbps	255.00

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Domestic Port Speed	Net MRC
768 Kbps	304.00
1024 Kbps	390.00
1536 Kbps	430.00
3 Mbps MMb	741.00
4.5 Mbps MMb	1,083.00
6 Mbps MMb	1,425.00
7.5 Mbps MMb	1,763.00
9 Mbps MMb	2,058.00
6 Mbps FDS3	2,250.00
9 Mbps FDS3	2,352.00
12 Mbps FDS3	2,400.00
15 Mbps FDS3	2,691.00
18 Mbps FDS3	2,847.00
22 Mbps FDS3	3,003.00
25 Mbps FDS3	3,159.00
28 Mbps FDS3	3,315.00
31 Mbps FDS3	3,432.00
34 Mbps FDS3	3,588.00
45 Mbps DS3	4,000.00
155 Mbps OC3	11,400.00
622 Mbps OC12	34,200.00

1.5. MPLS VPN

- A. Sprint's Global MPLS VPN offering uses the Sprint IP/MPLS backbone as the transport mechanism. The MPLS protocol is utilized to interconnect the customer network and maintain data privacy. Customer must comply with the Sprint Global MPLS VPN Product Annex located at www.sprint.com/ratesandconditions. Both dedicated local

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access and Customer Premise Equipment ("CPE") are required for Global MPLS VPN. Unless specifically stated otherwise in this Sprint Global MPLS VPN pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.

B. Domestic

- (1) Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic Sprint Global MPLS VPN Port.

Global MPLS VPN Port Speed	Net MRC
56/64 Kbps	\$147.00
128 Kbps	198.00
256 Kbps	225.00
384 Kbps	240.00
512 Kbps	255.00
768 Kbps	304.00
1024 Kbps	390.00
1536 Kbps	430.00
3 Mbps MMb	741.00
4.5 Mbps MMb	1,083.00
6 Mbps MMb	1,425.00
7.5 Mbps MMb	1,763.00
9 Mbps MMb	2,058.00
6 Mbps FDS3	2,250.00
9 Mbps FDS3	2,352.00
12 Mbps FDS3	2,400.00

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Global MPLS VPN Port Speed	Net MRC	
15 Mbps FDS3	2,691.00	
18 Mbps FDS3	2,847.00	
22 Mbps FDS3	3,003.00	
25 Mbps FDS3	3,159.00	
28 Mbps FDS3	3,315.00	
31 Mbps FDS3	3,432.00	
34 Mbps FDS3	3,588.00	
45 Mbps DS3	4,000.00	
100 Mbps FastE	5,250.00	
155 Mbps OC3	8,400.00	
622 Mbps OC12	25200.00	

(3) E1 and E3 based Global MPLS VPN ports are not available in the United States.

1.6. SPRINT BUSINESS DSL

A. Sprint offers high speed Internet access via a dedicated connection to the Internet using the Sprint DSL network and Tier 1 Internet backbone. Sprint Business DSL Service is subject to availability and Orders will be accepted at Sprint's discretion. Customer must comply with the Sprint Business DSL Services Product Annex, which is incorporated into this Agreement by this reference. Sprint offers three types of DSL service:

(1) ADSL SERVICES

"ADSL Services" are asymmetric digital subscriber lines in which data flows in (downstream) faster than it goes out (upstream). ADSL is delivered either over a standard Incumbent Local Exchange Carrier ("ILEC") voice telephone line ("Line-shared ADSL") where the data traffic shares the copper loop with the voice traffic or over a line dedicated only to delivering data services ("Dedicated Loop ADSL"). Customer must have an ILEC POTS line to order Line-shared ADSL. A dedicated loop is included with the standard Dedicated Loop ADSL service and is not ordered separately by the customer. All ADSL Services are best effort services and bandwidth is up to the stated speed.

(2) IDSL SERVICES

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"IDSL Services" are digital subscriber lines based on integrated services digital network (ISDN) technology. IDSL Services will have a bandwidth performance such that there will be a line rate of at least 80% of the line rate ordered. IDSL Services are delivered only over a dedicated loop.

(3) **SDSL SERVICES**

"SDSL Services" are a subset of the DSL Services that Customer may order from Sprint. SDSL Services are symmetrical digital subscriber lines in which data flows in (downstream) and out (upstream) at the same rate. For SDSL Services, Customer will designate on its Order if Customer requires a fixed speed for SDSL Services or if Customer will accept a maximum/minimum speed for SDSL Services based on actual availability at the Customer premise. Sprint will bill Customer on the basis of the highest speed of the SDSL Services ordered by Customer and available at a Customer premise. SDSL will have a bandwidth performance guarantee in that the service will have a line rate of at least 80% of the line rate ordered. If the installed line rate is 80% of the line rate ordered, the full MRC rates apply. If the installed line rate is less than 80% of the line rate ordered, the Customer will be offered the next available line rate that can be installed with at least 80% of the line rate specified, and the full MRC of lower installed service will apply. SDSL Services are delivered only over a dedicated loop.

B. DSL MONTHLY RECURRING CHARGES ("MRC")

- (1) Sprint will charge Customer a fixed MRC for each Domestic Sprint Business DSL ("DSL Service") installed in the applicable amount from the table below. The MRC includes local access, internet connectivity, and one static IP address and is the only DSL Service charge that is contributory to the MSC under this Agreement.

Table 1 - Dedicated Loop Services

Dedicated Loop Services (maximum downstream speed/maximum upstream speed)	MRC
1.5 Mbps/384 Kbps Ded Loop ADSL	\$95.00
3.0 Mbps/768 Kbps Ded Loop ADSL	\$115.00
6.0 Mbps/768 Kbps Ded Loop ADSL	\$160.00
144 Kbps/144 Kbps IDSL	\$99.00
192 Kbps/192 Kbps SDSL	\$139.00
384 Kbps/384 Kbps SDSL	\$189.00
768 Kbps/768 Kbps SDSL	\$249.00
1.1 Mbps/1.1 Mbps SDSL	\$329.00
1.5 Mbps/1.5 Mbps SDSL	\$375.00

Table 2 - Line-Shared Services

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Line-Shared Services	MRC
1.5 Mbps/384 Kbps ADSL	\$79.00
3.0 Mbps/768 Kbps ADSL	\$99.00
6.0 Mbps/768 Kbps ADSL	\$145.00

- (2) Termination of the Service before expiration of the applicable Order Term will result in termination liability. The Order Term starts the day a site is installed and bill activated.
- (3) Sprint will charge Customer a fixed MRC for additional publicly addressable devices on DSL Service in the applicable amount from the table below.

Additional Publicly Addressable Devices	MRC Price Per Block
2-6	\$5
7-14	\$10
15-30	\$15
31-62	\$20
63-126	\$25
127-254	\$50

- (4) Sprint will charge Customer a fixed MRC for additional services selected in the applicable amount from the table below.

Additional Services	MRC
DSL CPE Maintenance*	\$8

*Required if Customer has any Managed Network Service with DSL service.

C. DSL NON-RECURRING CHARGES ("NRC")

- (1) Sprint will charge Customer the one-time NRC from the table below for the initial DSL device at each location. Any additional devices purchased at each location will be charged at list price at the time of purchase.

Device	NRC
ADSL Router/Kit	\$149
Efficient Networks 5800 Series SDSL/IDSL Router	\$299

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Device	NRC
Netopia 4652T SDSL/IDSL Router	\$289
Additional Services	NRC
Tech Extra 15 min	\$22 for each increment of 15 min. of work
Tech Dispatch	\$199 one-time charge per incident
Missed Appointment	\$99 one-time charge per incident
Cancellation Order	\$49 one-time charge per order
Change to Upgrade/Downgrade Speed after initial installation (SDSL only)	\$50 one-time charge per order; Customer will be responsible for any required dispatch charges or any new CPE charges
Add IP Addresses (after initial installation)	\$50 one-time charge per order; Customer will be responsible for any required dispatch charges or any new CPE charges
Move (moving a circuit from one location to another)	\$200 one-time charge per order; Customer will be responsible for any required dispatch charges or any new CPE charges
Change in Technology (after installation, such as ADSL to IDSL or SDSL; IDSL to ADSL or SDSL; SDSL to IDSL or ADSL)	\$200 one-time charge per order; Customer is also responsible for any required Tech Dispatch charges or any new CPE or CPE Replacement charges
CPE Replacement	\$149 ADSL Router
CPE Replacement	\$299 Efficient Networks Router
CPE Replacement	\$289 Netopia Router

D. DSL IDSL AND SDSL INSTALLATION

- (1) All dedicated loop services must be professionally installed.
- (2) The dedicated loop DSL installation charge includes installation of RJ45 wall jack, installation and configuration of CPE, testing of the end user circuit and up to 15 minutes of installation or repair of inside wiring from RJ45 wall-jack to NID or for tracing or toning across phone closets between the RJ45 wall jack and NID. (The installation charge does not include end user premises equipment or inside wiring beyond the first 15 minutes.)
- (3) Dedicated loop DSL services require professional installation that includes:

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- (a) Installation of an RJ45 wall jack;
 - (b) Installation and configuration of CPE (if purchased from Sprint or qualified by Sprint);
 - (c) Testing of Customer circuit; and
 - (d) Up to 15 minutes of installation or repair of inside wiring from RJ45 wall jack to the NID or tracing or toning across phone closets between the RJ45 wall jack and the NID.
- (4) Customer is responsible for all other inside wiring activities. The "Tech Extra 15 min." charge, listed in the Additional Service charges below, applies for any installation activities beyond what is stated in the Standard SDSL/IDSL Installation information. Total professional installation time including multiple increments of "Tech Extra 15 min" is limited to two hours. Sprint reserves the right to charge additional fees if more than two hours is required for installation due to Customer delay.

E. LINE-SHARED ADSL INSTALLATION

- (1) Customer may choose either self-installation at no charge or Sprint-provided installation for Line-shared ADSL for a non-recurring charge.
- (2) Sprint's ADSL service installation charge includes provisioning of end user circuit and dispatch of a technician to end user premises for any of the following on-site services to be performed.
 - (a) Installation, at Sprint's discretion, of either a NID splitter or in-line filter installation, including cost of filters of splitter.
 - (b) Up to 30 minutes of basic inspection of inside wiring at no additional charge. This basic inspection time will include tracing or toning across phone closets between the NID and an existing RJ-11 wall jack where service will be installed.
 - (c) Installation of the Sprint-provided DSL Gateway Install Kit equipment (does not include price of kit) and connection to one end user personal computer that meets the Install Kit's minimum systems requirements.
- (3) The ADSL installation charge does not include installation or repair of inside wire except as required for NID splitter installation. End users are responsible for inside wiring. Sprint does not offer general installation or repair or inside wire with ADSL Installation
- (4) If Customer selects Sprint service installation for ADSL, the technician may perform the following, subject to site requirements.
 - (a) Install T-adapter at telephone wall jack;
 - (b) Install in-line low pass filter or a NID splitter on telephone line(s);
 - (c) Connect telephone to low pass filter;
 - (d) Install telephone wire from T-Adapter to router; and
 - (e) Install the router.
- (5) No other inside wiring activities are provided for ADSL installation.

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(6) The "Tech Extra 15 min." charge, listed in the Additional Service charges, applies for any installation activities beyond what is stated in the Standard ADSL installation. Total professional installation time is limited to two hours (up to 8 increments of "Tech Extra 15 min"). Sprint reserves the right to charge additional fees if more than two hours is required for installation.

G. Sprint may discontinue DSL Service upon 60 days' prior written notice without liability if Sprint is unable to procure the required DSL access from a third party provider for any reason. Upon 60 days' prior written notice, Sprint may increase DSL Services pricing to pass through increases in DSL access by the third party access provider. If Sprint increases DSL pricing during the Term under this provision, Customer may terminate DSL Services upon 30 days' prior written notice to Sprint, without incurring early termination liability.

1.8. IP Voice Connect (IPVC)

A. **General.** Sprint IP Voice Connect (IPVC) Service delivers "feature seats" and voice mail comparable to traditional premise-based equipment capabilities as well as enhanced IP-enabled application features like Unified Messaging. Customer may access a web portal for both administrator and end user functions, integrating the voice and data desktop and taking advantage of feature-rich IP information services.

B. **Product Specific Terms and Conditions.** Customer must comply with the Sprint IP Voice Connect Annex as posted at www.sprint.com/ratesandconditions and incorporated into the Agreement by this reference. No discounts or special prices for IPVC Service, except as specified in this Agreement, apply. Customer must separately purchase (i) Sprint Dedicated Internet Access Service or Sprint Global MPLS VPN Service as transport for IPVC Service and (ii) Sprint Managed Network Services for public switch telephone network gateway devices associated with IPVC Service.

C. **IP Voice Connect Service Features.** Customer must select either Basic or Enhanced Seat Features for each Subscriber. Customer also may choose among the following Service options on an a la carte basis: Unified Messaging, Local Off-Net Flat Rate Service, Domestic Long Distance Off-Net Flat Rate Service, and Auto Attendant.

D. Charges.

1. **IPVC Services.** Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amount from the table below for each IPVC component.

Description	Unit	Net MRC	List NRC	Net NRC
Basic Seat Features	Per Subscriber	\$21.60	\$75	\$0
Enhanced Seat Features	Per Subscriber	\$25.60	\$75	\$0
Local Off-Net Flat-rate Service	Per Subscriber	\$10.36	\$0	\$0
Domestic Long Distance Off-Net Flat Rate Service	Per Subscriber	\$9.56	\$0	\$0
Auto Attendant	Per Inbound Telephone Number	\$20	\$50	\$0

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2. **Other Voice Services.** Sprint will charge Customer a fixed Net MRC or Per Minute Rate in the applicable amount from the table below for each voice service component.

Description	Price
Directory Assistance – Per Call	\$1.49
DA Call Complete – Per Call	\$0.50
Operator Services – Per Call	\$5.50
Directory Assistance and Operator Service Call Complete Usage Rate – Per Minute	\$0.1000

For outbound international calling, Sprint will charge Customer rates equal to the “Sprint Voice Solutions — Dial 1 switched access” international rates. Customer is not purchasing “Sprint Voice Solutions” services by accessing these features through the Service.

- E. **911 Certification.** Customer must sign the following “Acknowledgement of 911 Service and Limitations” before Sprint can provide IPVC Service to any Customer location.

1.9 INSTALL WAIVER

A. Sprint will waive the following installation charges:

- (1) T-3 and Below Installation Waiver SPA
For all Sprint provided Domestic T-3 and lower bandwidth local access lines priced in this Agreement and installed during the Term, Sprint will waive the non-recurring local access line installation charges (including non-recurring COC and ACF charges).
- (2) T-3 and Below Port and PVC Installation Waiver
Sprint will waive all non-recurring installation charges for all Sprint provided T-3 and lower bandwidth Domestic ports and PVCs priced in this Agreement and installed during the Term.
- (3) Greater than T-3 Installation Waiver
Sprint will waive 100% local access line installation charges (including non-recurring COC and ACF charges) on Sprint-provided OC3 local access lines installed during the Term and priced in this Agreement.
- (4) Greater than T-3 Port Installation Waiver
100% of OC3 port installation charges on ports priced in this Pricing Attachment and installed during the Term of this Agreement.

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Transport	Bandwidth	Type of Service	Basic Cost (monthly)	Installation Cost (one-time)	Maintenance (monthly)	add.PVCs (monthly)
Copper	T-1 (1.54Mb)	Frame Relay	\$648.00	-0-	-0-	\$10/1 st 5
	64K	Dedicated Internet Access	\$147.00	Waived		
	128K	Dedicated Internet Access	\$198.00	Waived		
	256K	Dedicated Internet Access	\$250.00	Waived		
	384K	Dedicated Internet Access	\$270.00	Waived		
	512K	Dedicated Internet Access	\$289.00	Waived		
	768K	Dedicated Internet Access	\$323.00	Waived		
	1024K	Dedicated Internet Access	\$331.50	Waived		
	T1 - 1.544M	Dedicated Internet Access	\$345.00	Waived		
	3M - Mmb	Dedicated Internet Access	\$578.50	Waived		
	4.5M - Mmb	Dedicated Internet Access	\$776.00	Waived		
	6M - Mmb	Dedicated Internet Access	\$1,015.00	Waived		
	7.5M - Mmb	Dedicated Internet Access	\$1,245.00	Waived		
	9M - Mmb	Dedicated Internet Access	\$1,368.00	Waived		
	6M - FDS3	Dedicated Internet Access	\$1,653.00	Waived		
	9M - FDS3	Dedicated Internet Access	\$1,744.00	Waived		
	12M - FDS3	Dedicated Internet Access	\$1,827.00	Waived		
	15M - FDS3	Dedicated Internet Access	\$1,911.00	Waived		
	18M - FDS3	Dedicated Internet Access	\$2,002.00	Waived		
	22M - FDS3	Dedicated Internet Access	\$2,115.00	Waived		
	25M - FDS3	Dedicated Internet Access	\$2,244.00	Waived		
	28M - FDS3	Dedicated Internet Access	\$2,376.00	Waived		
	31M - FDS3	Dedicated Internet Access	\$2,530.00	Waived		
	34M - FDS3	Dedicated Internet Access	\$2,668.00	Waived		
	45M - DS3	Dedicated Internet Access	\$2,905.00	Waived		
	OC3 - 155M	Dedicated Internet Access	\$6,800.00	Waived		
	OC12 - 622M	Dedicated Internet Access	\$20,300.00	Waived		
	56k/64k	MPLS VPN	\$147.00	Waived		
	128k	MPLS VPN	\$198.00	Waived		
	256k	MPLS VPN	\$225.00	Waived		
	384k	MPLS VPN	\$240.00	Waived		
	512k	MPLS VPN	\$255.00	Waived		
	768k	MPLS VPN	\$304.00	Waived		
	1024k	MPLS VPN	\$390.00	Waived		
	1536k	MPLS VPN	\$430.00	Waived		
	3M M/M	MPLS VPN	\$741.00	Waived		
	4.5M M/M	MPLS VPN	\$1,083.00	Waived		
	6M M/M	MPLS VPN	\$1,425.00	Waived		
	7.5M M/M	MPLS VPN	\$1,763.00	Waived		
	9M M/M	MPLS VPN	\$2,058.00	Waived		
	6M	MPLS VPN	\$2,250.00	Waived		
	9M	MPLS VPN	\$2,352.00	Waived		
	12M	MPLS VPN	\$2,400.00	Waived		
	15M	MPLS VPN	\$2,691.00	Waived		
	18M	MPLS VPN	\$2,847.00	Waived		
	22M	MPLS VPN	\$3,003.00	Waived		
	25M	MPLS VPN	\$3,159.00	Waived		
	28M	MPLS VPN	\$3,315.00	Waived		
	31M	MPLS VPN	\$3,432.00	Waived		
	34M	MPLS VPN	\$3,588.00	Waived		
	DS3	MPLS VPN	\$4,000.00	Waived		
	FastE	MPLS VPN	\$5,250.00	Waived		
	OC3	MPLS VPN	\$8,400.00	Waived		

Transport	Bandwidth	Type of Service	Basic Cost (monthly)	Installation Cost (one-time)	Maintenance (monthly)	add PVCs (monthly)
Copper	T-1 (1.54Mb)	Frame Relay	\$648.00	-0-	-0-	\$10/1 st 5
	OC12	MPLS VPN	\$25,200.00	Waived		
	56k/64k	Sprintlink Frame Relay	\$147.00	Waived		
	128k	Sprintlink Frame Relay	\$198.00	Waived		
	256k	Sprintlink Frame Relay	\$225.00	Waived		
	384k	Sprintlink Frame Relay	\$240.00	Waived		
	512k	Sprintlink Frame Relay	\$255.00	Waived		
	768k	Sprintlink Frame Relay	\$304.00	Waived		
	1024k	Sprintlink Frame Relay	\$390.00	Waived		
	1536k	Sprintlink Frame Relay	\$430.00	Waived		
	3M M/M	Sprintlink Frame Relay	\$741.00	Waived		
	4.5M M/M	Sprintlink Frame Relay	\$1,083.00	Waived		
	6M M/M	Sprintlink Frame Relay	\$1,425.00	Waived		
	7.5M M/M	Sprintlink Frame Relay	\$1,763.00	Waived		
	9M M/M	Sprintlink Frame Relay	\$2,058.00	Waived		
	6M	Sprintlink Frame Relay	\$2,250.00	Waived		
	9M	Sprintlink Frame Relay	\$2,352.00	Waived		
	12M	Sprintlink Frame Relay	\$2,400.00	Waived		
	15M	Sprintlink Frame Relay	\$2,691.00	Waived		
	18M	Sprintlink Frame Relay	\$2,847.00	Waived		
	22M	Sprintlink Frame Relay	\$3,003.00	Waived		
	25M	Sprintlink Frame Relay	\$3,159.00	Waived		
	28M	Sprintlink Frame Relay	\$3,315.00	Waived		
	31M	Sprintlink Frame Relay	\$3,432.00	Waived		
	34M	Sprintlink Frame Relay	\$3,588.00	Waived		
	DS3	Sprintlink Frame Relay	\$4,000.00	Waived		
	OC3	Sprintlink Frame Relay	\$11,400.00	Waived		
	OC12	Sprintlink Frame Relay	\$34,200.00	Waived		

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.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

MULTIPLE AWARD MASTER PRICE AGREEMENT #321

**COMMODITY/SERVICE DESCRIPTION: ALT. CARRIERS FOR LOCAL DATA
COMMUNICATION & TRANSPORT**

CURRENT AGREEMENT PERIOD: 6/5/06 – 5/31/09

BUYER: JEROME MOYNIHAN

Award #

Vendor Name

68M00351249
68M00351252
68M00351253
68M00351256

PAETEL COMMUNICATIONS, INC.
SPRINT COMMUNICATIONS CO.
QWEST COMMUNICATIONS INT.
COX BUSINESS SERVICES, LLC.