

**STATE OF OHIO**

**DEPARTMENT OF  
ADMINISTRATIVE SERVICES (DAS)**

**SYNCHRONOUS OPTICAL NETWORK  
(SONET) INFRASTRUCTURE  
CONTRACT**

**Sandia A. Drabik, Director**

## Ohio SONET Summary

Following are the rates paid by state agencies for the most common services:

Postalized services:	Monthly Rate	Installation
T1(AMI-1.3M bits per second payload)	\$450.00	\$857.00
Clear Channel T1(B8ZS-1.5Mbps payload)	\$450.00	\$1,429.00
56,000 bps	\$201.00	\$879.00
Network Interface extension (inside wire/campus wire)		time&material
Location dependent services:		
OC-3 SONET node (Ameritech)	\$1,490.00	\$1,500.00
OC-48 SONET node (Ameritech)	\$3,410.00	\$1,500.00
DS-3 port	\$100.00	
other speeds and service areas vary		
SONET mileage (shared)	\$154.00	/mile/mon.
if redundant ring, double		
Inter-LATA mileage	\$23.45	/DS-3/mile/mon.

Installations take 60 days from the receipt of a complete order for T1 and 56K. Other services are on a case-by-case basis.

This is a DAS state contract, not for commercial use and all orders are coordinated through a state agency such as the Ohio Department of Education, Regents, or Human Services as part of their program. The initial order flows are set up by the authorizing agency with the Department of Administrative Services Telecommunications office, 614-466-7177.

Ameritech represents LCI, GTE, Sprint, Cincinnati Bell and the other local phone companies as the single point of contact for orders, maintenance and billing.

Postalized rate, i. e. from any point in Ohio to any other point it is the same price -- like a stamp.

There are no termination charges for any individual T1 or 56K customer who cancels service.

Agencies may convert from long-term agreements with the above companies with no penalty.

The end customer is directly billed by Ameritech -- the authorizing agency does not have to be in the middle, unless it wants.



**A CONTRACT  
BY AND BETWEEN  
AMERITECH  
CUSTOM BUSINESS SERVICES,  
A DIVISION OF AMERITECH SERVICES, INC.,  
A DELAWARE CORPORATION,  
AS AGENT AND REPRESENTATIVE OF  
THE OHIO BELL TELEPHONE COMPANY,  
AN OHIO CORPORATION,  
AND AMERITECH INFORMATION SYSTEMS, INC.,  
A DELAWARE CORPORATION,  
AND  
THE STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Contract is by and between Ameritech Custom Business Services, a division of Ameritech Services, Inc., a Delaware corporation, as Agent and Representative of the Ohio Bell Telephone Company, an Ohio Corporation, and Ameritech Information Systems, Inc., a Delaware Corporation (the "Contractor"), and the State of Ohio, Department of Administrative Services (the "State"). This Contract shall consist of this document; the State's Request for Proposal dated July 7, 1995, as modified by the RFP Addenda dated August 11, 1995; August 31, 1995; September 6, 1995; September 15, 1995; October 17, 1995; and November 13, 1995; the Contractor's clarifications and corrections, including the Contractor's Proposal Addendum entitled Response to Amendments and Request for Clarifications dated November 17, 1995; the Contractor's letter dated January 16, 1996; the Contractor's proposal, including the Contractor's cost proposal; and any purchase orders issued by the State under this Contract. All of the above-listed documents are incorporated by reference into this document as if written herein. In the event of any inconsistencies between these documents, the controlling provision shall be taken from the documents in the following order of priority:

1. This document.
2. The State's Request for Proposal as modified in the RFP Addenda.
3. The Contractor's clarifications and corrections, including the Contractor's Proposal Addendum entitled Response to Amendments and Request for Clarifications dated November 17, 1995.
4. The Contractor's letter dated January 16, 1996.
5. The Contractor's proposal, including the Contractor's cost proposal.
6. Any State of Ohio purchase order issued under this Contract.

Section 3.14 of the State's Request for Proposal, Contractor Limitation of Liability and Remedies, the fifth paragraph shall read as follows:

IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE CONTRACTOR HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Section 3.27 of the State's Request for Proposal, Standards of Performance and Acceptance, paragraph (a) shall read as follows:

If the network- or customer-site service fails to meet the Standards of Performance after ninety (90) calendar days from the start of the performance period, the Contractor shall be in default. Such a default shall only be remedied when the State agrees that a successful performance period at the agency has been completed. In addition to all other rights and remedies conferred to the State under this Contract, the State reserves the right to request replacement hardware or terminate the order or assess damages per Section 3.14.

The Contract shall be the complete and exclusive statement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Contract. This Contract can only be modified in writing, signed by the Contractor and the State.

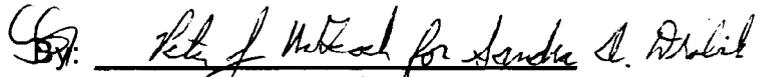
IN WITNESS WHEREOF, the parties have executed the Contract.

AMERITECH CUSTOM BUSINESS SERVICES, A DIVISION OF AMERITECH SERVICES, INC., A DELAWARE CORPORATION, AS AGENT AND REPRESENTATIVE OF THE OHIO BELL TELEPHONE COMPANY, AN OHIO CORPORATION, AND AMERITECH INFORMATION SYSTEMS, INC., A DELAWARE CORPORATION

By: \_\_\_\_\_

JACK E. REICH

STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES

By:   
SANDRA A. DRABIK

Title: President

Title: Director of Administrative Services

Date: January 30, 1996

Date: 2/16/96

**A CONTRACT  
BY AND BETWEEN  
LCI INTERNATIONAL TELECOM CORP.  
AND THE STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Contract is by and between LCI International Telecom Corp. (the "Contractor") and the State of Ohio, Department of Administrative Services (the "State"). This Contract shall consist of this document; the State's Request for Proposal dated July 7, 1995, as modified by the RFP Addenda dated August 11, 1995; August 31, 1995; September 6, 1995; September 15, 1995; October 17, 1995; and November 13, 1995; the Contractor's clarifications and corrections; including the Contractor's proposal addendum titled, "Response to Amendments and Request for Clarifications" dated November 17, 1995; the Contractor's proposal, including the Contractor's cost proposal; and any purchase orders issued by the State under this Contract. All of the above-listed documents are incorporated by reference into this document as if written herein. In the event of any inconsistencies between these documents, the controlling provision shall be taken from the documents in the following order of priority:

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In addition to all other rights and remedies conferred to the State under this Contract, the State reserves the right to request replacement hardware or terminate the order or assess damages per Section 3.14.

The Contract shall be the complete and exclusive statement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Contract. This Contract can only be modified in writing, signed by the Contractor and the State.

IN WITNESS WHEREOF, the parties have executed the Contract.

LCI INTERNATIONAL TELECOM  
CORP.

By: *Marshall Hanno*

Title: *SENIOR VICE PRESIDENT*

Date: *1-31-96*

STATE OF OHIO, DEPARTMENT OF  
ADMINISTRATIVE SERVICES

By: *Sandra A. Drabik*  
SANDRA A. DRABIK

Title: DIRECTOR OF ADMINISTRATIVE SERVICES

Date: *2/16/96*

**Amendment**

This Amendment is entered into this 30th day of May , 1996, by and between LCI International Telecom Corp. (the "Contractor") and the State of Ohio, Department of Administrative Services (the "State") and amends the contract for Synchronous Optical Network (SONET) Infrastructure dated February 16, 1996 ("Contract").

The parties hereto hereby amend the Contract as follows:

- I. Appendix 3 is amended to include Table J-1 Backbone Allocation as follows. These charges are to recover backbone costs incurred in Table I by the State and the Contractor's administrative charges.

Table J-1

<b><u>Agency Backbone Allocation</u></b>	<b><u>Postalized Rate</u></b>
Analog	\$ 5.41
DS-0	\$ 5.41
Fractional DS- 1	\$106.69
DS-1	\$106.69

As described in Section 3.32, funds recovered (less \$.50 per site as set forth in Appendix 3, Table G) will be used to credit the DAS backbone cost as derived from Table I.

- II. All other terms and conditions in the Contract shall remain unchanged.

**LCI International Telecom Corp.**

**State Of Ohio - By The Department  
of Administrative Services**

BY: 

BY: 

TITLE: Director, Government Services

TITLE: Assistant Director

DATE: 5/29/96

DATE: 5/30/96



## Amendment

This Amendment is entered into this 24th day of October, 1996, by and between Ameritech Custom Business Services, a division of Ameritech Services, Inc., a Delaware corporation, as Agent and Representative of the Ohio Bell Telephone Company, an Ohio Corporation, and Ameritech Information Systems, Inc., a Delaware Corporation (the "Contractor"), and the State of Ohio, Department of Administrative Services (the "State") and **admdens** the contract for Synchronous Optical Network (SONET) Infrastructure dated February 16, 1996 ("Contract").

The parties hereto hereby amend the Contract as Follows:

- I. Appendix 3 Miscellaneous Pricing is amended to include the attached two page pricing, dated 9/26/96 for the Alcatel 163 1 SX digital Cross-Connect.
- II. All other terms and conditions in the Contract shall remain unchanged.

Ameritech Custom Business Services, a division of Ameritech Services, Inc., a Delaware Corporation, as Agent and representative of the Ohio Bell Telephone Company, an Ohio Corporation, and Ameritech Information Systems, Inc., a Delaware Corporation

State of Ohio Department of Administrative Services

By: Jeff J. Gans

Title: Gen. Mgr.

Date: 10/2/96

By: W. J. Wood

Title: Asst. Director

Date: 10/24/96



To: Tim Steiner, State of Ohio  
 From: Dee Baker, Ameritech  
 Date: 9/26/96

**State of Ohio DAS - Alcatel 1631SX Digital Cross-Connect - Growth Pricing**

1631 SX CONFIGURATION: Cost to add an additional shelf to an existing DS1/DS3 I/O Bay

Part Number	Description	Quantity	Unit Price	Extended Price
694-7206-006	DS1/DS3 I/O Shelf (4 shelves per bay)	1	\$3,452.00	\$3,452.00
822-0251-001	Power Supply, 48V (2 per shelf)	2	\$833.00	\$1,666.00
622-9680-003	Transceiver (2 per shelf)	2	\$650.00	\$1,300.00

**Total Equipment Price to add a shelf to Existing Bay \$6,418.00**

1631 SX CONFIGURATION: Cost to add an additional DS3 Quadrant wired and equipped for 2 DS3s to an existing Shelf

622-9675-001	IPU (2 per quadrant)	2	\$859.00	\$1,718.00
622-8868-001	M23 Muldem, DS3 (2 per DS3 quadrant)	2	\$831.00	\$1,662.00
622-9492-004	MI2 Muldem, DS3 (8 per DS3 quadrant)	8	\$450.00	\$3,600.00

**Total Equipment Price to add a DS3 Quad to Existing Shelf \$6,980.00**

1631 SX CONFIGURATION: Cost to add an additional DS1 Quadrant wired and equipped for 56 DS1s to an existing Shelf

622-9675-001	IPU (2 per quadrant)	2	\$859.00	\$1,718.00
622-8871-001	DS1 Switch (7 per DS1 quadrant)	7	\$300.00	\$2,100.00
622-8989-001	DS1 Protect Switch (1 per DS1 quadrant)	1	\$295.00	\$295.00
622-9491-004	DS1 Interface (8 per DS1 quadrant)	8	\$950.00	\$7,600.00

**Total Equipment Price to add a DS1 Quad to Existing Shelf \$11,713.00**



To: Tim Steiner, State of Ohio  
 From: Dee Baker, Ameritech  
 Date: 9/26/96

**State of Ohio DAS - Alcatel 1631SX Digital Cross-Connect**

1631 SX CONFIGURATION: 16 Port, Single TSWAPM matrix, initially wired and equipped for 56 DS1's, and 8 DS3's

Part Number	Description	Quantity	Unit Price	Extended Price
<b>1631SX Rack Assemblies</b>				
694-3643-206	Rack 2 - TSI W/APM Rack, 7 ft	1	\$13,949.00	\$13,949.00
694-3643-236	Rack 3 - DS1/DS3/I/O Rack, 2 Shelves, 7 ft	1	\$9,893.00	\$9,893.00
<b>1631 SX Standard Module Kits</b>				
987-xXxX-101	Rack 2 - APM Module Kit	1	\$57,678.00	\$57,678.00
987-xXxX-102	Rack 2 - TSI Module Kit	1	\$24,948.00	\$24,948.00
987-xXxX-I 03	Rack 3 - DS3/DS1/I/O Module Kit	1	\$45,565.00	\$45,565.00
<b>1631 SX System Assembly Kits</b>				
685-2390-046	APM Software Kit	1	\$18,000.00	\$18,000.00
987-xXxX-I 04	Interrack Data Cable Kit, Single TSI	1	\$5,000.00	\$5,000.00
987-xXxX-I 05	Control Cable Kii	1	\$3,250.00	\$3,250.00
987-xXxX-I 06	Assembly Kit	1	\$13,599.00	\$13,599.00
523-0608-479	R5.03 1631SX Instruction Manual	1	\$640.00	\$640.00
<b>1631 SX Optional Ancillary Equipment</b>				
987-xXxX-200	Rack 1 - Test Access Bay	1	\$6,770.00	\$6,770.00
987-xXxX-107	DS1 Cable Assembly	1	\$246.00	\$246.00
987-XXXX-108	OEM Kit	1	\$2,785.00	\$2,785.00
987-xXxX-I 09	Spares Kit	1	\$42,492.00	\$42,492.00

**Total Equipment Price \$244,815.00**

**1631 SX Installation and Test Services**

Installation Material	\$7,494.20
Installation Labor	\$23,375.80
Installation Engineering	\$5,258.40

**Total Installation and Test Services \$36,128.40**

**Total Price To Install 1631SX Configuration \$280,943.40**



## Amendment

This Amendment is entered into this 30th day of October, 1996, by and between Ameritech Custom Business Services, a division of Ameritech Services, inc., a Delaware corporation, as Agent and Representative of the Ohio Bell Telephone Company, an Ohio Corporation, and Ameritech Information Systems, Inc., a Delaware Corporation (the "Contractor"), and the State of Ohio, Department of Administrative Services (the "State") and **admends** the contract for Synchronous Optical Network (SONET) Infrastructure dated February 16, 1996 ("Contract").

The parties hereto hereby amend the Contract as Follows:

- I. Appendix 3 Tables E thru K are amended with the attached revised **tables** dated October 21, 1996. Miscellaneous Pricing pages 2 thru 4 are amended with the attached revised pages dated October 21, 1996. The amended rates are shown in bold.
- II. All other terms and conditions in the Contract **shall** remain unchanged.

Ameritech Custom Business Services, a division of Ameritech Services, Inc., a Delaware Corporation, as Agent and representative of the Ohio Bell Telephone Company, an Ohio Corporation, and Ameritech Information Systems, Inc., a Delaware Corporation

State of Ohio Department of Administrative Services

By:

Title: Dir Sales

Date: 10/22/96

By:

Title: Deputy Director

Date: 10/30/96

Appendix 3  
Tables E, F, G  
Backbone Install, Access Install, Upgrade

Table E - Backbone Install

B A C K B O N E SERVICE	INITIAL INSTALL	ADDITIONAL INSTALL	AIT INSTALL	GTE INSTALL	CBT INSTALL
OC-48	*	*	\$750.00	\$11,000.00	\$0.00
OC-12	*	*	\$750.00	\$8,250.00	\$0.00
OC-3C	*	*	\$750.00	\$2,750.00	\$0.00
OC-3	*	*	\$750.00	\$2,750.00	\$0.00
OC-1	*	*	\$750.00	\$2,750.00	\$0.00
DS-3	0	\$593.00			
DS-1	0	\$285.00			
FT-1	0	\$285.00			
DS-0	0	\$293.00			
Analog	0	\$218.00			

• OC initial and additional installation charges are shown for the companies providing SONET services based on the State's needs as identified in the RFP. Rates for Analog through DS3 services are provided in a postalized format.

Table F - Access Install

ACCESS SERVICE	INITIAL INSTALL	ADDITIONAL INSTALL	AIT INSTALL	GTE INSTALL	CBT INSTALL
OC-48			\$750.00	\$7,055.40	\$0.00
oc-12			\$750.00	\$2,511.30	\$0.00
OC-3C			\$750.00	\$2,511.30	\$0.00
OC-3			\$750.00	\$1,254.00	\$0.00
OC-1			\$750.00	\$1,254.00	\$0.00
DS-3	\$312	\$593			
DS-1	\$154	\$286			
FT-1	\$154	\$286			
DS-0	\$156	\$293			
Analog	\$185	\$219			

• DS-1 Clear Channel (B&ZS) Initial Install, \$308; Additional Install, \$572  
DS1s. Clear channel installation charges will be applied to all new DS1s that require clear channel.

Table G - Backbone Upgrade/Downgrade

UPGRADE/ DOWNGRADE	B A C K B O N E COST	AIT	GTE	CBT
DS-0 TO FT-1	\$286			
DS-0 TO T-1	\$286			
FT-1 TO DS-1	\$286			
DS-1 TO DS-3	\$593			
DS-3 TO OC-3		\$750.00	\$2,750.00	\$0.00
OC-1 TO OC-3		\$750.00	\$2,750.00	\$0.00
OC-3 TO OC-12		\$750.00	\$8,250.00	\$0.00
OC-3C TO OC-12		\$750.00	\$8,250.00	\$0.00
OC-12 TO OC-48		\$750.00	\$11,000.00	\$0.00

**Appendix 3**  
**Tables H, I, J**  
**Upgrade, DAS Backbone, Agency Backbone**

Table H

<b>UPGRADE/ DOWNGRADE</b>	<b>ACCESS COST</b>	<b>AIT</b>	<b>GTE</b>	<b>CBT</b>
DS-0 TO FT-1	\$286			
DS-0 TO T-1	\$286			
FT-1 TO DS-1	\$286			
DS-1 TO DS-3	\$593			
DS-3 TO OC-3		\$750.00	\$2,750.00	\$0.00
OC-1 TO OC-3		\$750.00	\$2,750.00	\$0.00
OC-3 TO OC-12		\$750.00	\$8,250.00	\$0.00
OC-3c TO OC-12		\$750.00	\$8,250.00	\$0.00
OC-12 TO OC-48		\$750.00	\$11,000.00	\$0.00

Table I (IntraLATA)

<b>DAS BACKBONE</b>	<b>PER-MILE RATE</b>	<b>AIT</b>	<b>GTE</b>	<b>CBT</b>
Analog	\$9.81			
DS-0	\$6.44			
FT-1	\$15.48			
DS-1	\$15.48			
DS-3	\$107.65			
oc-1		\$154.00	\$154.00	\$154.00
oc-3		\$154.00	\$154.00	\$154.00
oc-3c		\$154.00	\$154.00	\$154.00
oc-12		\$154.00	\$154.00	\$154.00
OC-48		\$154.00	\$154.00	\$154.00

Backbone Node charges in addition to backbone mileage rates shown would also be applicable.

Charges for backbone nodes are comparable to rates shown in Table K

Table J

<b>AGENCY BACKBONE</b>	<b>RATE</b>
Analog	\$8.37
DS-0	\$8.37
FT-1	\$83.53
DS-1	\$83.53
DS-3	\$2,098.55
oc-1	NA
oc-3	NA
oc-3c	NA
oc-12	NA
OC-48	NA

Appendix 3  
Tables H, I, J  
Upgrade, DAS Backbone, Agency Backbone

Table H

UPGRADE/ DOWNGRADE	ACCESS COST	AIT	GTE	CBT
DS-0 TO FT-1	\$286			
DS-0 TO T-1	\$286			
FT-1 TO DS-1	\$286			
DS-1 TO DS-3	\$593			
DS-3 TO OC-3		\$750.00	\$2,750.00	\$0.00
OC-1 TO OC-3		\$750.00	\$2,750.00	\$0.00
OC-3 TO OC-12		\$750.00	\$8,250.00	\$0.00
OC-3c TO OC-12		\$750.00	\$8,250.00	\$0.00
OC-12 TO OC-48		\$750.00	\$11,000.00	\$0.00

Table I (IntraLATA)

DAS BACKBONE	PER-MILE RATE	AIT	GTE	CBT
Analog	\$9.81			
DS-0	\$6.44			
FT-1	\$15.48			
DS-1	\$15.48			
DS-3	\$107.65			
oc-1		\$154.00	\$154.00	\$154.00
oc-3		\$154.00	\$154.00	\$154.00
oc-3c		\$154.00	\$154.00	\$154.00
oc-12		\$154.00	\$154.00	\$154.00
OC-48		\$154.00	\$154.00	\$154.00

Backbone Node charges in addition to backbone mileage rates shown would also be applicable.

Charges for backbone nodes are comparable to rates shown in Table K

Table J

AGENCY BACKBONE	RATE
Analog	\$8.37
DS-0	\$8.37
FT-1	\$83.53
DS-1	\$83.53
DS-3	\$2,098.55
oc-1	NA
OC-3	NA
OC-3c	NA
OC-12	NA
OC-48	NA

Appendix 3  
Table K  
Local Access

Table K - Postalized Local Access

LOCAL ACCESS	POSTALIZED RATE	AIT CO NODE CHGS	AIT CUST. NODE CHGS	GTE CO NODE CHGS	GTE CUST. NODE CHGS	CBT NODE CHARGES
OC-48	*	\$3,045.00	\$3,410.00	\$13,680.00	\$8,286.00	\$4,545.00
OC-12	*	\$1,545.00	\$2,231.00	\$4,687.00	\$3,040.00	\$2,231.00
OC-3C	*	\$1,545.00	\$2,231.00	\$4,687.00	\$3,040.00	\$2,231.00
OC-3	*	\$720.00	\$1,050.00	\$2,142.80	\$2,300.00	\$1,745.00
OC-1	*	\$720.00	\$1,050.00	\$848.00	\$767.00	\$1,745.00
DS-3	\$1,760.27					
DS-1	\$129.89					
FT-1	\$129.89					
DS-0	\$93.11					
Analog	\$54.42					

. Based on current State Requirements, these companies would be the most likely to provide SONET rings. Other rates can be developed as required by OTG partners.

\* CO Node represents the cost of including a central office on the ring. Cust. Node represents the cost of including a customer premise on the ring.

Table KI - Reaerator Cost

	AIT Regenerator	GTE Regenerator	CBT Reaerator
OC-48	\$2,620.00	\$8,286.00	\$3,640.00
oc-12	\$1,545.00	\$3,040.00	\$1,765.00
oc-3c	\$1,545.00	\$3,040.00	\$1,765.00
oc-3	\$720.00	\$1,600.00	\$1,490.00
oc-1	\$720.00	\$1,600.00	\$1,490.00

Table K2 - Port Charges

	AIT	GTE	CBT
OC-48 ADD/DROP*	\$850.00	\$850.00	\$850.00
OC-48-PER OC3 TO DS1*	\$700.00	\$700.00	\$3,976.00
OC-12-PER OC3 TO DS1*	\$700.00	\$700.00	\$1,745.00
oc-12 Port	\$360.00	\$2,365.00	\$1,090.00
OC-3 Port	\$135.00	\$595.00	\$225.00
DS-3 Port	\$100.00	\$395.00	\$100.00
DS-1 Port	\$45.00	\$45.00	\$45.00

- . One OC3 to DS1 required for each group of I-84 DS1 s at an OC12 or OC48 Node
- . OC48 Add/Drop required for each group of I-12 DS3s (or equivalent) at an OC48node

Table K3 - OC12 Sonet Spur

OC12 Toledo to Delta	Alltel Charges	\$9594.20
OC12 Youngstown to Warren	Sprint/United Charges	\$8,077.76

## Miscellaneous Pricing

<u>SONET DXC: (Digital Cross Connect Services)</u>	<u>Monthly</u>
DS1 to DS3	<b>\$ 508.80*</b>
DS3 to DS3	\$ 305.00
OC3 to OC3	<b>\$ 104.00</b>
OC12 to OC12	<b>\$ 500.00</b>
OC48 to OC48	<b>\$ 1,100.00</b>

**\* The State of Ohio will pay for two multiplexing charges on every interLATA DS3 route that carries multiplexed DS1s. This is applied once per route regardless of the quantity of DS3s in the route.**

<u>ATM Switchinn*</u>	<u>Monthly</u>
DS3	<b>\$ 450.00</b>
OC3	<b>\$ 945.00</b>

\* Note: Assumes State of Ohio co-located **SONET** terminal at an ATM switch site

## Miscellaneous Pricing

Diverse <b>entrance</b> facility at SOCC (2470 <b>Carmack</b> )	<b>\$32,000.00</b>
Diverse <b>entrance</b> facility at OET (2470 North Star)	s 9~00.00
Wiring of DSX Panel at SOT (30 E. Broad Street)	S <b>24,700.00</b>

### Additional OET SONET Node Pricing:

0C3 **terminals** at 30 E. Broad Street and the Statehouse on State of Ohio provide fiber. **Terminals will** be wired to provide 2 **DS3s** and either **an** ● **additional DS3 or 28 DS1s. Terminals will** be equipped with 3 DS3 port cards.

Instaiiation Charge (BTU Fee)	<b>\$125,000.00</b>
Monthly Charge:	s <b>1,050.00</b>

0C12 **terminals** at OET NOC and WOSU on State of Ohio/Ohio State University Fiber. **Terminals will** be wired to provide 9 **DS3s** and 84 **DS1s. Terminal will** be equipped with 9 DS3 ports cards and 84 **DS1** port cards

Installation Charge (RTU Fee)	<b>\$195,500.00</b>
Monthly Charge:	s <b>3,050.00</b>

0C12 **terminai** equipped with 12 **DS3** port cards at LCI Pop in Delta, Ohio.

Instaiiation Charge (BTU Fee)	<b>\$190,892.35</b>
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0C12 **terminai** equipped with 12 DS3 port cards at LCI pop in Warren, Ohio.

Instaiiation Charge (BTU Fee)	<b>\$190,892.35</b>
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**Miscellaneous Pricing  
OET Shared SONET Rings**

Ameritech is installing SONET equipment to provide the **services identified** in this contract. To reduce the cost of the OET network, Ameritech agrees to charge the following rates for **shared** use of Ameritech's SONET rings:

<b>Ring/Site</b>	<b>Monthly</b>	<b>Non-Recurring Charges</b>	<b>DS3s Used for OET</b>	<b>Spare DS3s *</b>
Columbus <b>OC-48</b> Ring #1	<b>\$21,585.25</b>	<b>\$750.00</b>	24	12
<b>Columbus OC-48</b> Ring #2	<b>\$1,442.56</b>	\$750.00	2	1
Ckvebnd <b>OC-48</b> Ring	<b>\$10,170.69</b>	<b>\$750.00</b>	3	9
Youngstown <b>OC-48</b> Ring	<b>\$18,098.29</b>	\$750.00	7	5
<b>OC12</b> TO Warren	<b>\$5,039.88</b>	\$750.00	3	3
Akron <b>OC-48</b> Ring	<b>\$12,134.00</b>	\$750.00	3	9
OC3 to OET-KSU	<b>\$1,458.00</b>	<b>\$750.00</b>	1	2
OC3 to <b>NETO</b>	<b>\$1,458.00</b>	\$750.00	1	2
Dayton <b>OC-48</b>	<b>\$20,732.75</b>	\$750.00	7	5
OC3 to OET-WSU	<b>\$1,458.00</b>	\$750.00	1	2
OC3 to OET-CSU	<b>\$1,458.00</b>	\$750.00	1	2
Cincinnati <b>OC-12</b> Ring	<b>\$11,869.50</b>	\$0.00	4	2
Toledo <b>OC-48</b> Ring	<b>\$7,203.86</b>	\$750.00	6	6
<b>OC12</b> to WGTE	<b>\$2,839.00</b>	\$750.00	3	9
<b>OC12</b> to <b>Delta</b>	<b>\$5,875.10</b>	\$750.00	3	3
Bowling Green <b>OC-12</b> Ring	<b>\$10,864.00</b>	<b>\$10,761.00</b>	3	3
Athens <b>GC-12</b> Ring	<b>\$19,510.50</b>	\$10,761.00	4	2
OC3 to OET-YSU	<b>\$1,458.00</b>	\$750.00	1	2
<b>OC3</b> to <b>OET-U</b> Akron	<b>\$1,458.00</b>	\$750.00	1	2

• Spare **DS3s** may be activated by paying a NRC and appropriate port charges

In addition, Ameritech agrees to charge less than the full postalied rate for the following **DS3's**.

<b>Ring/Site</b>	<b>Monthly</b>	<b>Non-Recurring Charges</b>
DS3 to <b>ITSCO</b>	<b>\$3,878.55</b>	<b>\$1,186.00</b>
DS3 to <b>SOITA</b>	<b>\$3,878.55</b>	<b>\$1,186.00</b>
DS3 to Miami University	<b>\$3,878.55</b>	<b>\$1,186.00</b>
DS3 to ETS	<b>\$1,780.00</b>	\$593.00

## Amendment

This Amendment is entered into this 21st day of May 1997, by and between Ameritech Custom Business Services, a division of Ameritech services, Inc., a Delaware corporation, as Agent and Representative of the Ohio Bell Telephone Company, an Ohio Corporation, and Ameritech Information Systems, Inc., a Delaware Corporation (the "Contractor"), and the State of Ohio, Department of Administrative Services (the "State") and amend's the contract for Synchronous Optical Network (SONET) Infrastructure dated February 16, 1996 ("Contract").

The parties hereto hereby amend the Contract as Follows:

- I. Miscellaneous Pricing is amended to include the attached Adtran components dated May 14, 1997 and will be marketed at current GSA prices.
- II. Miscellaneous Pricing is amended to include a flat rate inside wiring rate for SOMACS circuits in the Ameritech Territory as describe herein and dated May 14, 1997.
- III. The attached Lottery network pricing is updated May 14, 1997 to include Automatic Protection Switching.
- IV. All other terms and conditions in the Contract shall remain unchanged.

Ameritech Custom Business Services, a division  
of Ameritech Services, Inc., a Delaware Corporation,  
as Agent and representative of the Ohio Bell  
Telephone Company, an Ohio Corporation, and  
Ameritech Information Systems, Inc., a  
Delaware Corporation

State of Ohio Department of  
Administrative Services

By: 

By: 

Title: SR. Account Manager

Title: Deputy Director

Date: 5-15-97

Date: 5-21-97

Miscellaneous Pricing

Adtran ISDN Terminal Adapters and NT1's

Description	Part No.	Unit Price
TSU 600	1200078L2	\$ 1,401.10
TSU 100	1200052L1	\$ 1,034.79
TSU 120	1200129L1	\$ 1,217.94
TSU Shelf	1200084L1	\$ 107.10
TDU 120AC	1200156L1	\$ 1,217.94
BRI Plug-in	1200107L1#HS	\$ 480.07
BRI Plug-on	1200108L1	\$ 480.07
V.35 Plug-in	1202054L1	\$ 241.15
V.35 Plug-on	1202053L1	\$ 210.62
Dual Nx Plug-in	1200142L1#HS	\$ 283.88
Dual Nx Plug-on	1200159L1	\$ 210.62
Dual DSU III P/I	1200127L1#HS	\$ 289.98
Dual DSU III P/O	1200128L1	\$ 289.98
RS-232 Adapter	1200167L1	\$ 35.70
V.35 Adapter	1200167L2	\$ 87.89
FXO Plug-in	1200103L1#HS	\$ 244.20
FXO Plug-on	1200104L1	\$ 244.40
FXS Plug-in	1200080L1#HS	\$ 274.73
FXS Plug-on	1200082L1#HS	\$ 213.68
E&M Plug-in	12000105L1	\$ 244.20
E&M Plug-on	1200106L2	\$ 244.20
DSX-1 Plug-in	1200055L1#HS	\$ 228.94
DSX-1 Plug-on	1200114L1	\$ 228.94
Multi-port DBU	1200089L2#HS	\$ 332.72
Agent Card	12000160L1#HS	\$ 302.19
T-Watch PRO	1950010L3	\$ 467.03
Express XRT	1200153L2	\$ 260.29
Express XL	1200070L1	\$ 607.17
ISU 128	1202029L2	\$ 546.39
ISU 512	1200086L1	\$ 1,584.25

## **Miscellaneous Pricing**

### Flat Rate inside wiring charges

#### **Scope of Work**

Upon request on a SOMACS order Ameritech will do the inside wiring necessary to extend the network interface to the customer specified location in the building or computer room, provided the order is a location within the territory served by Ameritech.

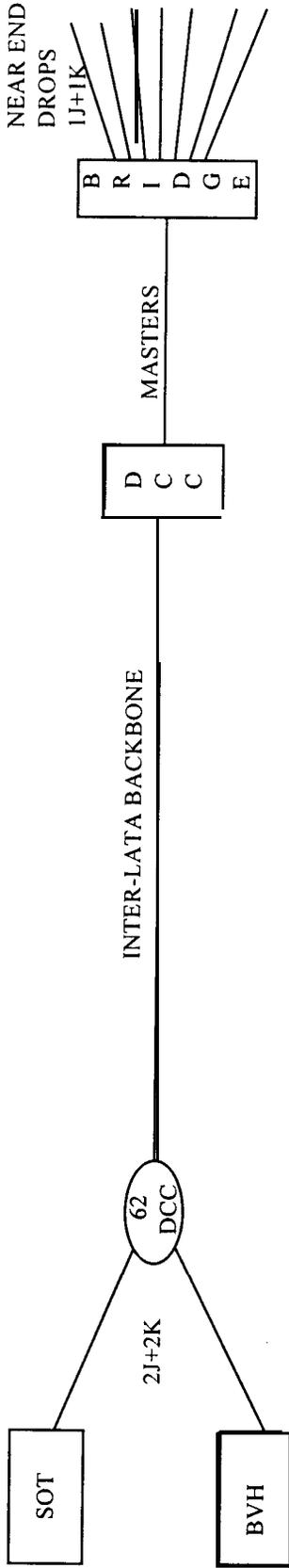
#### **Flat Rate Fee**

The State will pay a flat rate Fee for each location wired. The following guidelines will apply:

- The Fee will be \$350 per location.
- The service will be within Ameritech serving area
- Ameritech will use non-plenum rated wiring
- Average runs will be 2-300 feet. This agreement does not include wire runs over 500 feet.
- Ameritech assumes the estimated time for completion of the work will not exceed three (3) to four (4) hours.
- Ameritech will install the appropriate terminating jack for the network service ordered.
- This agreement assumes the environment is safe and unobstructed. Meaning there is no asbestos, no drilling, or coring of walls and there will be something to attach to or lay the wiring in (backboard or raceway). It is the customer's responsibility to remove any existing ceiling tiles necessary to complete the work.
- The State will pay Ameritech's prevailing rates for labor and materials, if the project is outside of this scope.

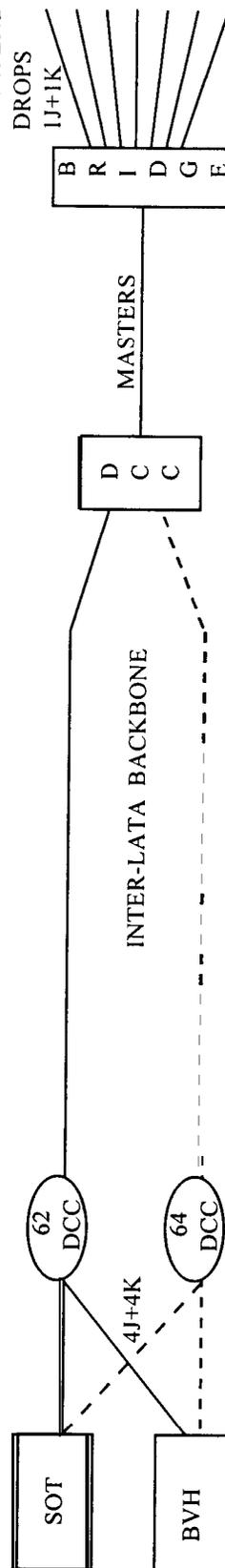
Per the 1/16/96 SOMACS Contract Clarification

Lottery Network	QTY	Near End Table K	Backbone Table J	Far End Table K	Per Circuit	Monthly Price	Total Price
Lottery Drops	5913	\$54.42	\$8.37		62.79	\$371,277	
Lottery Masters	509		\$8.37	54.42	62.79	\$31,960	
Masters BRVW	509		\$8.37	54.42	62.79	\$31,960	



NEW PLAN WITH DUAL CENTRAL OFFICES & AUTOMATIC PROTECTION SWITCHING

Lottery Network	QTY	Near End Table K	Backbone Table J	Inter-LATA Backbone	Far End Table K	Per Circuit	Monthly Price	Total Price
Lottery Drops	5913	\$54.42	\$8.37			\$62.79	\$371,277	
SOT Masters	509		\$8.37	\$5.41	\$54.42	\$68.20	\$34,714	
BRVW Masters	509		\$8.37	\$5.41	\$54.42	\$68.20	\$34,714	
SOT Diversity	509		\$8.37	\$5.41	\$54.42	\$68.20	\$34,714	
BRVW Diversity	509		\$8.37	\$5.41	\$54.42	\$68.20	\$34,714	
ANRS (62 & 64)	48					\$40.00	\$1,920	
MUX (new DS3)	16					\$508.80	\$8,141	
TOTAL RECURRING =							\$520,194	



NRC:  
Westell APSS = \$183,875

## AMENDMENT

This Amendment is entered into this the 24th day of June, 1997 by and between LCI International Telecom Corp. ( the "Contractor" ) and the State of Ohio, Department of Administrative Services (the "State") and amends the contract , for Synchronous Optical Network (SONET) Infrastructure dated February 16, 1996 ("Agreement").

The parties hereto hereby amend the Agreement as follows:

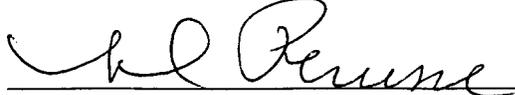
Appendix 3 is modified to include the following equipment and costs associated with an upgrade of the existing LCI State of Ohio bypass to an OC48 SONET service. This service is to be provided as a linear system, which will be upgraded to a ring, if LCI obtains access to the City of Columbus's fiber necessary to complete the ring. The fiber maintenance fee for the linear system will be \$770 per month and will be increased to \$1540 per month upon completion of the ring. There will be a one-time upgrade charge to convert the linear system to a ring which will be \$4,620.

item	Qty	Description	Unit Price	Total Price
1.0	4	<b>S/DMS Transport Node OC48</b> OC-48 BLSR ADM (Equipped for 2 OC3s & 6 DS3s) OC-48 Primary or Backup OPC (One primary and One Backup required per ring) Recommended OC-48 Spares (One Set per Ring)	*	\$ 604,413
2.0	2	<b>S/DMS Transport Node OC3 Express</b> OC-3 Express (Equipped with 84 DS1's) Recommended OC-3 Express Spares (1 set per site)	*	\$73,104
		TOTAL EQUIPMENT CHARGES		\$6 77,517
		INSTALLATION CHARGE (20% of Equipment Cost)		\$ 135,503
		ANNUAL EQUIPMENT MAINTENANCE FEE (5% of Equipment Cost) (Starting in Year 2)		\$ 33,876
		Fiber Maintenance Fee \$770 per month		8 770
. See attached equipment detail list				

The State shall pay the Total Equipment Charges upon delivery of the Equipment, the Installation Charge upon installation of the Equipment and the Annual Equipment Maintenance Fee starting on the first anniversary of the installation of the Equipment and each anniversary thereafter. The State shall obtain title to the Equipment upon expiration of the Agreement.

All other terms and conditions of the Agreement shall remain unchanged.

**LCI INTERNATIONAL TELECOM CORP.**

BY: 

TITLE: VP, Network Engineering

DATE: June 13, 1997

**STATE OF OHIO BY THE DEPARTMENT  
OF ADMINISTRATIVE SERVICES**

B Y : 

TITLE: Asst. Director

DATE: 6/24/97

Amendment

This Amendment is entered into this the 14<sup>th</sup> day of October 1997 by and between LCI International Telecom Corp. ( the "Contractor" ) and the State of Ohio, Department of Administrative Services (the "State") and amends the contract for Synchronous Optical Network (SONET) Infrastructure dated February 16, 1996.

The parties hereto hereby amend the Agreement as follows:

Appendix 3 is amended to include Table J-2 Agency Interstate Backbone Circuits. Discounts are based on aggregate annualized monthly revenue for the central region. Discounts apply to IXC mileage charges only, local loops are based on appropriate LEC tariffs.

Table J-2

**T1 Discount Rate Structure**

Annualized Monthly Average	Interstate Discount	GNS-2000 Pricing
\$ 000,000 - \$ 250,000	38.0%	National HTL
\$ 250,001 - \$ 500,000	39.0%	National HTL
\$ 500,001 - \$ 750,000	44.0%	National HTL
\$ 750,001 - \$ 1,500,000	46.0%	National HTL
\$1,500,001 - \$3,000,000	47.0%	National HTL
\$3,000,001 - \$5,000,000	48.0%	National HTL
\$5,000,001 +	48.5%	National HTL

**Private Line Discount Rate Structure**

Annualized Monthly Average	Interstate Discount	GNS-2000 Pricing
\$ 000,000 - \$ 250,000	35.0%	National HTL
\$ 250,001 - \$ 500,000	37.0%	National HTL
\$ 500,001 - \$ 750,000	38.0%	National HTL
\$ 750,001 - \$ 1,500,000	42.0%	National HTL
\$1,500,001 - \$3,000,000	43.0%	National HTL
\$3,000,001 - \$5,000,000	45.0%	National HTL
\$5,000,001 +	47.0%	National HTL

LCI INTERNATIONAL TELECOM CORP.

STATE OF OHIO BY THE DEPARTMENT OF ADMINISTRATIVE SERVICES

BY: *[Signature]*

BY: *[Signature]*

TITLE: *Director, Government Services*

TITLE: *Director*

D A T E : *9/19/97* T E :

*10/19 1997*

**AMENDMENT**

This Amendment is entered into this the 23rd day of October, 1997 by and between LCI International Telecom Corp. ( the "Contractor" ) and the State of Ohio, Department of Administrative Services (the "State") and amends the contract for Synchronous Optical Network (SONET) Infrastructure dated February 16, 1996 ("Agreement").

The parties hereto hereby amend the Agreement as follows:

Appendix 3 is modified to include the following equipment and costs associated with providing power to the upgrade of the existing LCI State of Ohio bypass to an OC48 SONET service.

Item	Qty	Description	Unit Price	Total Price
1.0	1	<u>Power Equipment Detail</u> Common Equipment A/F ABSOLYTES (I-5882-424) 50A RECTIFIER MODULE (I-4865-234) 7'0" X23" RELAY RACK 30 AMP BREAKER, UL, E/M-TRIP ALARM CKT BREAKER MTG KIT 5/8" CTR 1 OOA AC INPUT PLUG, 30AMP, 240V		\$ 18,803
2.0	1	<u>Batteries</u> CAT No: 24-50A11-R23 28% LOI 24-50A11-R23 A/F 23" Relay Rack GNB MODEL TYPE 4-50A11-R. 8 VOLTS PER MODULE, (6) MODS TO MAKE (1) COMPLETE STRING. TO BE RACK MOUNTED IN MAIN BAY		\$4,907
		Installation and Engineering		\$25,578
		Freight and Delivery		\$2,032
		ANNUAL EQUIPMENT MAINTENANCE FEE (5% of Equipment Cost) (Starting in Year 2)		\$1,186

The State shall pay the Total Equipment Charges upon delivery of the Equipment, the Installation and Engineering Charge upon installation of the Equipment. The Annual Equipment Maintenance Fee will start on the first anniversary of the installation of the Equipment and each anniversary thereafter, during the term of the agreement, and subject to funding and the terms and conditions of the agreement. The State shall obtain title to the Equipment upon expiration of the Agreement.

All other terms and conditions of the Agreement shall remain unchanged.

**LCI INTERNATIONAL TELECOM CORP.**

**STATE OF OHIO BY THE DEPARTMENT OF ADMINISTRATIVE SERVICES**

BY: *Dennis H. Wahl*

BY: *Shandra A. Doolittle*

TITLE: *Director, Government Services*

TITLE: DIRECTOR

DATE: 10/15/97

DATE: 10/23/97

