



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T4154013117

NOT TO EXCEED AMOUNT:

Begin Date: 10/27/2014

Procurement Folder: 11935

Expiration Date: 10/26/2017

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 11/17/16

Version Number: 4

CONTACT INFORMATION

REQUESTOR:

ISSUER:

BUYER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

CONTRACT DESCRIPTION

INTERNET SERVICES T415



Ship To:

Bill To:

Shipping Instructions: 30 DAYS ARO
SNAP Location code is RI-STATEWIDE

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

Contact:

VC000104400: AT&T
39 Adams Avenue
Third Floor
Montgomery AL 36104

Ray Guthrie
3342732104
Rg9949@Att.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

91570074613CNV - INTERNET SERVICES IN ACCORDANCE WITH THE INTERNET SERVICES IN ACCORDANCE WITH THE INTERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T415 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259048

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0		\$0.000000	\$0.00			\$0.00	\$0.00

91570074613CNV - INTERNET SERVICES IN ACCORDANCE WITH THE INTERNET SERVICES IN ACCORDANCE WITH THE (service) INTERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T415 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259048

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

2014

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

T4154013117	Document Phase Final	Document Description T415	Page 3 of 4
-------------	-------------------------	------------------------------	----------------

PURPOSE:

Establish a contract from the items listed for the Alabama Department of Finance, Information Services Division, for Internet Service on behalf of all state agencies, departments, boards, commissions, offices or institutions of the State of Alabama, except those institutions excluded by section 41-4-291 or other provisions of law as become effective from time to time.

Section 41-4-291, Code of Alabama (1975) provides that county and city boards of education, the education television commission, the post-secondary education system, or any public college and University may utilize procurement services and technical consultation for telecommunications services provided by Finance-ISD. The above entities may elect to purchase Telecommunications services from Finance-ISD.

Additional agencies authorized to purchase services from this contract

- * Alabama Super Computer Authority or their authorized representative
- * City and county governments

RIGHT TO TERMINATE:

Finance-ISD shall have the right to terminate the services described in this contract for its convenience, or to end the term for its convenience, effective 11:59 p.m. on the intended date of termination (the "termination date"), by delivering to the vendor a written notice of termination (the "termination notice") at least ninety (90) days before the termination date.

In the event Finance-ISD terminates all of the services and the term solely for its convenience and the vendor has performed all of its obligations (including its termination obligations), Finance-ISD shall pay to the vendor on or before the sixtieth (60th) day after the termination date, an amount determined in accordance with this contract for the services received.

***** E-RATE *****

The schools and libraries program of the universal service fund (e-rate) makes discounts available to eligible schools and libraries for telecommunication services, internet access, and internal connections. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services. The services of this resulting contract include eligible e-rate services that e-rate eligible entities including public k-12 schools and libraries of Alabama may choose to purchase.

Detailed information about the e-rate program can be found at <http://www.usac.org/sl/>. It is a requirement that the awarded vendor will provide a service provider identification number (spin) and maintain eligible status with the Universal Service Administrative Company (USAC) and the Federal Communications Commission (FCC) in order to participate in the e-rate program. In the event that an e-rate eligible applicant applies for e-rate eligible services and is denied funding by USAC or FCC the vendor must agree that the applicant is to not be held liable for the purchase of the services that were to be established as a result of the e-rate application.

FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices.

LEGAL COMPLIANCE:

Both the vendor and Finance-ISD shall at all times perform their obligations hereunder in compliance with all applicable federal, state, and local laws and regulations of all applicable

T4154013117	Document Phase Final	Document Description T415	Page 4 of 4
-------------	-------------------------	----------------------------------	----------------

jurisdictions, and in such a manner as not to cause the other to be in violation of any applicable laws or regulations, including any applicable requirements of any federal, state, or local authority.

Additionally, the vendor shall comply with all applicable state policies, standards, procedures and rules, copies of which shall be provided to the vendor upon its request. No provision of this contract, including any work order, shall have any force or effect if it would cause a violation of any federal or state law, ordinance, statute, rule, regulation, or order, or would require any consent or approval to prevent any such violation.

VENDOR FINANCIAL CONDITION:

The vendor represents and warrants that it has, and promises that it shall maintain throughout the term, a financial condition commensurate with the requirements of this contract. If, during the term, the vendor experiences a change in its financial condition that may adversely affect its ability to perform under this contract, then it shall immediately notify Finance-ISD of such change.

CONTRACT PERIOD:

Establish a 36 month contract with an option to extend for a fourth and fifth 12 month period with the same pricing, terms and conditions. The fourth or fifth 12 month period, if agreed by both parties, would begin the day after the third or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

NON-APPROPRIATION OF FUNDS:

Continuation of any agreement between the state and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The state will not incur liability beyond the payment of accrued agreement payment.

PAYMENT:

Invoices will not be paid until all items have been delivered to the destination in satisfactory condition. The vendor(s) must be able to provide finance-isd with the invoices categorized by type of service. Invoices (paper and electronic) will be sent no later than the 5th day of the month in the finance-isd specified format to a centralized finance-isd location for reconciliation and payment.

QUANTITY:

Although the supplements provided through the invitation to bid provide extensive information about Finance-ISD's network and the historical usage of the network, the state cannot and does not guarantee any volume of business under any contract awarded.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 T4154013118	NOT TO EXCEED AMOUNT:
Begin Date: 10/27/2014	Procurement Folder: 11936
Expiration Date: 10/26/2017	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 11/17/16	Version Number: 3

CONTACT INFORMATION		
REQUESTOR: Pat Antle 334-242-7253 pat.antle@purchasing.alabama.gov	ISSUER: Pat Antle 334-242-7253 pat.antle@purchasing.alabama.gov	BUYER:

CONTRACT DESCRIPTION
INTERNET SERVICES T415

Ship To:

Bill To:

Shipping Instructions: 45 DAYS ARO
SNAP Location code is R1-STATEWIDE

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000056159: Information Transport Solutions P.O. Box 1211 Wetumpka AL 36092	Contact: Ginny Lambert 3345671993 Ginny.Lambert@Its-Networks.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

91570074613CNV - INTERNET SERVICES IN ACCORDANCE WITH THE INTERNET SERVICES IN ACCORDANCE WITH THE INTERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T415 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259048

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0		\$0.000000	\$0.00			\$0.00	\$0.00

91570074613CNV - INTERNET SERVICES IN ACCORDANCE WITH THE INTERNET SERVICES IN ACCORDANCE WITH THE (service) INTERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T415 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259048

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

STATE

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

T4154013118	Document Phase Final	Document Description INTERNET SERVICES T415	Page 3 of 4
-------------	-------------------------	--	----------------

PURPOSE:

Establish a contract from the items listed for the Alabama Department of Finance, Information Services Division, for Internet Service on behalf of all state agencies, departments, boards, commissions, offices or institutions of the State of Alabama, except those institutions excluded by section 41-4-291 or other provisions of law as become effective from time to time.

Section 41-4-291, Code of Alabama (1975) provides that county and city boards of education, the education television commission, the post-secondary education system, or any public college and University may utilize procurement services and technical consultation for telecommunications services provided by Finance-ISD. The above entities may elect to purchase Telecommunications services from Finance-ISD.

Additional agencies authorized to purchase services from this contract

- * Alabama Super Computer Authority or their authorized representative
- * City and county governments

RIGHT TO TERMINATE:

Finance-ISD shall have the right to terminate the services described in this contract for its convenience, or to end the term for its convenience, effective 11:59 p.m. on the intended date of termination (the "termination date"), by delivering to the vendor a written notice of termination (the "termination notice") at least ninety (90) days before the termination date.

In the event Finance-ISD terminates all of the services and the term solely for its convenience and the vendor has performed all of its obligations (including its termination obligations), Finance-ISD shall pay to the vendor on or before the sixtieth (60th) day after the termination date, an amount determined in accordance with this contract for the services received.

***** E-RATE *****

The schools and libraries program of the universal service fund (e-rate) makes discounts available to eligible schools and libraries for telecommunication services, internet access, and internal connections. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services. The services of this resulting contract include eligible e-rate services that e-rate eligible entities including public k-12 schools and libraries of Alabama may choose to purchase.

Detailed information about the e-rate program can be found at <http://www.usac.org/si/>. It is a requirement that the awarded vendor will provide a service provider identification number (spin) and maintain eligible status with the Universal Service Administrative Company (USAC) and the Federal Communications Commission (FCC) in order to participate in the e-rate program. In the event that an e-rate eligible applicant applies for e-rate eligible services and is denied funding by USAC or FCC the vendor must agree that the applicant is to not be held liable for the purchase of the services that were to be established as a result of the e-rate application.

FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices.

LEGAL COMPLIANCE:

Both the vendor and Finance-ISD shall at all times perform their obligations hereunder in compliance with all applicable federal, state, and local laws and regulations of all applicable

T4154013118	Document Phase Final	Document Description INTERNET SERVICES T415	Page 4 of 4
-------------	--------------------------------	---	-----------------------

jurisdictions, and in such a manner as not to cause the other to be in violation of any applicable laws or regulations, including any applicable requirements of any federal, state, or local authority.

Additionally, the vendor shall comply with all applicable state policies, standards, procedures and rules, copies of which shall be provided to the vendor upon its request. No provision of this contract, including any work order, shall have any force or effect if it would cause a violation of any federal or state law, ordinance, statute, rule, regulation, or order, or would require any consent or approval to prevent any such violation.

VENDOR FINANCIAL CONDITION:

The vendor represents and warrants that it has, and promises that it shall maintain throughout the term, a financial condition commensurate with the requirements of this contract. If, during the term, the vendor experiences a change in its financial condition that may adversely affect its ability to perform under this contract, then it shall immediately notify Finance-ISD of such change.

CONTRACT PERIOD:

Establish a 36 month contract with an option to extend for a fourth and fifth 12 month period with the same pricing, terms and conditions. The fourth or fifth 12 month period, if agreed by both parties, would begin the day after the third or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

NON-APPROPRIATION OF FUNDS:

Continuation of any agreement between the state and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The state will not incur liability beyond the payment of accrued agreement payment.

PAYMENT:

Invoices will not be paid until all items have been delivered to the destination in satisfactory condition. The vendor(s) must be able to provide finance-isd with the invoices categorized by type of service. Invoices (paper and electronic) will be sent no later than the 5th day of the month in the finance-isd specified format to a centralized finance-isd location for reconciliation and payment.

QUANTITY:

Although the supplements provided through the invitation to bid provide extensive information about Finance-ISD's network and the historical usage of the network, the state cannot and does not guarantee any volume of business under any contract awarded.