



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T4124013112

NOT TO EXCEED AMOUNT:

Begin Date: 10/27/2014

Procurement Folder: 11930

Expiration Date: 10/26/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 05/25/18

Version Number: 5

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:

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

CONTRACT DESCRIPTION

T412 MPLS SERVICES
Converted STC from SNAP.

Ship To:

Bill To:

Shipping Instructions: 30 DAYS ARO
SNAP Location code is R1-STATEWIDE

REASON FOR MODIFICATION

Contract extended to 10/26/2019.

VENDOR INFORMATION

Name /Address:

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

Contact:

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 |

91570074605CNV - DO NOT USE: To be inactivated.
MPLS SERVICES IN ACCORDANCE WITH THE
MPLS SERVICES IN ACCORDANCE WITH THE
SPECIFICATIONS, TERMS AND CONDITIONS SET
FORTH IN STATEWIDE CONTRACT T412
ESTABLISHED THROUGH INVITATION TO BID
14-X-2258932

BAND ONE AREAS DIRECTLY SERVED BY AT&T
CENTRAL OFFICES

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

91570074607CNV - DO NOT USE: To be inactivated.
MPLS SERVICES IN ACCORDANCE WITH THE
MPLS SERVICES IN ACCORDANCE WITH THE
SPECIFICATIONS, TERMS AND CONDITIONS SET
FORTH IN STATEWIDE CONTRACT T412
ESTABLISHED THROUGH INVITATION TO BID
14-X-2258932

BAND TWO AREAS DIRECTLY SERVED BY
CENTURYLINK CENTRAL OFFICES

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|------------|----------------|--------------|------------|----------------|------------|
| 3 | 0 | LOT | \$0.000000 | \$0.00 | | | \$0.00 | \$0.00 |

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MPLS SERVICES IN ACCORDANCE WITH THE
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SPECIFICATIONS, TERMS AND CONDITIONS SET
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ESTABLISHED THROUGH INVITATION TO BID
14-X-2258932

BAND THREE AREAS DIRECTLY SERVED BY
ALL OTHER PROVIDERS

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|------------|----------------|--------------|------------|----------------|------------|
| 4 | 0 | | \$0.000000 | \$0.00 | | | \$0.00 | \$0.00 |

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MPLS SERVICES IN ACCORDANCE WITH THE (service)
MPLS SERVICES IN ACCORDANCE WITH THE
SPECIFICATIONS, TERMS AND CONDITIONS SET
FORTH IN STATEWIDE CONTRACT T412
ESTABLISHED THROUGH INVITATION TO BID
14-X-2258932

BAND ONE AREAS DIRECTLY SERVED BY AT&T
CENTRAL OFFICES

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|------------|----------------|--------------|------------|----------------|------------|
| 5 | 0 | | \$0.000000 | \$0.00 | | | \$0.00 | \$0.00 |

91570074607CNV - DO NOT USE: To be inactivated.
MPLS SERVICES IN ACCORDANCE WITH THE (service)

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COMMODITY / SERVICE INFORMATION

MPLS SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T412 ESTABLISHED THROUGH INVITATION TO BID 14-X-2258932

BAND TWO AREAS DIRECTLY SERVED BY CENTURYLINK CENTRAL OFFICES

| Line | Quantity | UOM | Unit Price | Service Amount | Service From | Service To | Line Sub Total | Line Total |
|------|----------|-----|------------|----------------|--------------|------------|----------------|------------|
| 6 | 0 | | \$0.000000 | \$0.00 | | | \$0.00 | \$0.00 |

91570074608CNV - DO NOT USE: To be inactivated.
 MPLS SERVICES IN ACCORDANCE WITH THE (service)
 MPLS SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T412 ESTABLISHED THROUGH INVITATION TO BID 14-X-2258932

BAND THREE AREAS DIRECTLY SERVED BY ALL OTHER PROVIDERS

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

Final

Approved:



Purchasing Director

| APPROVALS | | | |
|-----------|---------------|--------------|----------|
| Date | Status Before | Status After | Approver |
| | | | |

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PURPOSE:

Establish a contract from the items listed for the Alabama Department of Finance, Information Services Division, MPLS 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

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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.