



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

**Modification**

CONTRACT INFORMATION	
<b>MASTER AGREEMENT NUMBER:</b> MA 999 1700000018	<b>NOT TO EXCEED AMOUNT:</b>
Begin Date: 11/14/2016	Procurement Folder: 165101
Expiration Date: 09/30/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 05/11/18	Version Number: 6

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

**CONTRACT DESCRIPTION**  
T129 PTT Communications Service and Equipment

**Ship To:** **Bill To:**

**REASON FOR MODIFICATION**  
05/11/2018 MA modified to extend contract expiration date.

VENDOR INFORMATION	
<b>Name /Address:</b>  VC000004813: SOUTHERN COMM SERVICES INC DBA: Southern LINC 7088 Sydney Circle  Montgomery AL 36117	<b>Contact:</b>  unknown 334-832-3920

**COMMODITY / SERVICE INFORMATION**

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

91579830000 - DO NOT USE. Use 5- or 7-digit code.  
 TELECOMMUNICATION SERVICES  
 PTT Service Plan in accordance with terms and conditions set forth in Master Agreement T129 17\*18. The state of Alabama does not pay federal excise tax, E-911 service charge, or county or local sales tax. The state is responsible for the state cellular usage tax, currently six (6) percent.

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

72500000000 - DO NOT USE: To be deactivated. Use Classes 726, 838, 839.  
 RADIO COMMUNICATION, TELEPHONE, AND TELECOMMUNICATION EQUIPM  
 PTT EQUIPMENT ONLY.

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

72500000000 - DO NOT USE: To be deactivated. Use Classes 726, 838, 839.  
 RADIO COMMUNICATION, TELEPHONE, AND TELECOMMUNICATION EQUIPM  
 PTT ACCESSORIES.

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

91575 - Telephone Services, Cellular  
 TELECOMMUNICATION SERVICES  
 PTT Service Plan in accordance with terms and conditions set forth in Master Agreement T129 17\*18. The state of Alabama does not pay federal excise tax, E-911 service charge, or county or local sales tax. The state is responsible for the state cellular usage tax, currently six (6) percent.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

83935 - Cellular Telephones, All Types  
 RADIO COMMUNICATION, TELEPHONE, AND TELECOMMUNICATION EQUIPM  
 PTT EQUIPMENT ONLY.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

83963 - Radio Telephones, Vehicle, Marine, etc.  
 RADIO COMMUNICATION, TELEPHONE, AND TELECOMMUNICATION EQUIPM  
 PTT ACCESSORIES.

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

Approved:   
 Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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## Contract Terms and Conditions

**Purpose:**

Establish a contract from the items listed for all state agencies. Contract prices are available to all local governmental agencies and schools.

**Contract period:**

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, 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.

The contract for year one will begin upon date of award, if award date is after October 1, 2016, and will expire on 09/30/17. Subsequent years will begin on October 1 of each extended year and will end on September 30.

**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.

**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.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Freight terms:**

All orders shall be F.O.B. destination to any point in Alabama. Items will be delivered to the office of the ordering agency listed on the purchase order with all freight charges paid by the vendor. Dock deliveries are not acceptable.

**Materials, Supplies or Equipment:**

All materials, supplies or equipment being bid and delivered to the State shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose.

Refurbished equipment may be accepted in instances where a suitable new equipment item is not available.

**Quantity:**

The exact quantity of each item is unknown. The Division of Purchasing does not guarantee the State will buy any amount. Orders will be placed by agencies as needed and give complete shipping instructions.

**Product Offerings:**

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Promotional offerings consisting of contract items will be considered and are offered at a reduced price for the promotional period. A promotional offering of items not on contract will be considered if the price is equal to or less than the sum of the contract prices. The State will not file for rebates; the vendor must offer and bill at the net discounted price of the applicable offering. Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount.

**Note: This applies to equipment and/or accessories only and does not include service plans.**

**Biddable Situation:**

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Director as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

**Optimum Savings/Performance:**

The awarded vendor will be responsible for working with each agency to determine which service package will be the most beneficial. The agency's service requirements may need to be re-evaluated periodically.

Agencies will be allowed to add or delete service packages at any time during a fiscal year to achieve optimum savings and performance. These changes will be handled by the Division of Purchasing through Direct Order revisions.

The above service will be offered to the State at no charge.

**Testing:**

A working sample may be requested by an agency considering the purchase of this type of equipment and service. Both the equipment and the service will be provided in this instance at no cost for a ten (10) day test period.

**Information and Instructions for State Agency Users**

When purchasing from this master agreement, submit a Direct Order (DO, DO0 or DO3, depending on your agency). There are three lines on this master agreement. Line 1 is for service, line 2 is for equipment and line 3 is for accessories. All of the lines are line type "SERVICE". You will only enter the dollar amount in the contract amount field, and enter the appropriate information in the commodity line's extended description.

For service, enter the service plan(s), the monthly cost of the plan(s), either the phone numbers or the account number(s) and number of phones on the account, and the period of coverage and billing terms.

For equipment and accessories purchases, enter the description and model number in the commodity line's extended description.

All transactions conducted with Southern Communications (SouthernLinc) must be done through their Montgomery office. See the vendor information inside for contact names and phone numbers. Pricing is contained in the vendor's catalog. Contact the vendor for a copy of the catalog.

Note to all agencies:

Users of this contract should use these radios for their dispatch, cellular and pager needs. Users should not have a 3-in-1 radio well as a cell phone and/or a pager. See vendor's catalog for service rates that combine all three of these services at discounted rates (integrated service monthly rates).

**Notice: users of this contract must use the two-way radio service. Cell phone only or data only will not be allowed.**

**Taxes/Fees:**

**The state of Alabama does not pay federal excise tax, E-911 service charge, or county or local sales tax. The state is responsible for the state cellular usage tax, currently six (6) percent.**

Under this contract, the state does not pay for detailed billing, non-detailed billing, electronic billing, activation or set-up fees, recovery fees, surcharges, the Federal Universal Service fee, the Administrative Roaming fee, or any early termination fees.

**Adding/Deleting Service:**

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Each agency will be allowed to add or delete service packages during a fiscal year to achieve optimum savings or performance at no additional charge. These changes will be handled by the Division of Purchasing through Direct/Purchase Order Changes.