



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000195

NOT TO EXCEED AMOUNT:

Begin Date: 04/01/2020

Procurement Folder: 1092203

Expiration Date: 04/30/2022

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 01/27/22

Version Number: 3

CONTACT INFORMATION

REQUESTOR:

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

ISSUER:

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

BUYER:

CONTRACT DESCRIPTION

Body Cams, Dash Cams and Storage

Ship To:

Bill To:

REASON FOR MODIFICATION

Renew for additional 3 months

VENDOR INFORMATION

Name /Address:

VC000119221: Axon Enterprise, Inc.

17800 N. 85TH Street

Scottsdale AZ 85255

Contact:

Contracts

480-905-2000

contracts@axon.com

COMMODITY / SERVICE INFORMATION

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

65540 - Cameras, Video, Portable, Body and Dash Cams
Cameras, Video, Portable, Body and Dash Cams
PO is subject to NASPO Contract # OK-MA-145-015

Body Worn Video Cameras

_____ % off (based off of category)

Quote #:

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

65540 - Cameras, Video, Portable, Body and Dash Cams
Cameras, Video, Portable, Body and Dash Cams
PO is subject to NASPO Contract # OK-MA-145-015

Vehicle Mounted Video Cameras
(may include Public Transit and Buses)

_____ % off (based off of category)

Quote #:

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

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO
COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO
PO is subject to NASPO Contract # OK-MA-145-015

Video Storage, Data Security, Software and Peripherals

_____ % off (based off of category)

Quote #:

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

	Document Phase	Document Description	Page 3
200000000195	Final	Body Cams, Dash Cams and Storage	Total Pages: 4

Ordering process:

Purchases for state agencies will be made by delivery orders (DO) showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor. Quotes must include the State of Alabama Master Agreement (MA) number (TBD), list price and discount price.

Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1.0% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 30th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 30th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 30th

January, February, March – Due by April 30th

April, May, June – Due by July 30th

July, August, September – Due by October 30th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

	Document Phase	Document Description	Page 4
200000000195	Final	Body Cams, Dash Cams and Storage	Total Pages: 4

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.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.