



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 1700000173

NOT TO EXCEED AMOUNT:

Begin Date: 04/10/2017

Procurement Folder: 260428

Expiration Date: 04/09/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 02/01/18

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:

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

CONTRACT DESCRIPTION

T011 Video Surveillance Cameras, Parts and Accessories

Ship To:

Bill To:

REASON FOR MODIFICATION

02/01/2018 Contract modified to extend for the next term.

VENDOR INFORMATION

Name /Address:

VC000001692: Pinnacle Networx, LLC
73888 Tallasse Highway
Wetumpka AL 36092

Contact:

Sherri Mummey
334-472-2007
info@4pnx.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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, DEDICATED MICROS, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 42%
 NVR/DVR 42%
 SOFTWARE 20%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, AVIGILON, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 37%
 NVR/DVR 37%
 SOFTWARE 37%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, AMANO, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 32%
 NVR/DVR 32%
 SOFTWARE 32%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, PELCO, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 32%
 NVR/DVR 32%
 SOFTWARE 32%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, ACTI, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 42%
 NVR/DVR 42%
 SOFTWARE 42%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC

COMMODITY / SERVICE INFORMATION

CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, BOSCH, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 42%
 NVR/DVR 42%
 SOFTWARE 42%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, SPECOTECHNOLOGIES, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 42%
 NVR/DVR 42%
 SOFTWARE 42%
 INSTALLATION/DESIGN SVC 10%

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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T011 Video Surveillance Cameras and Related Equipment Contract Terms and Conditions

Purpose:

Establish a contract for the purchase of video surveillance cameras of various types, related equipment and software with the option to either purchase equipment only or to purchase equipment and installation for all state agencies. Contract prices are available to all local governments 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.

Delivery:

Items are to be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency.

Freight:

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

Liability Insurance:

Vendor must have a minimum of \$500,000.00 liability coverage with \$100,000.00 for each occurrence and must be in effect for the contract period. Insurance certificate or letter of intent to provide the amount of coverage from the insurance company must be submitted with the bid, or the bid will be rejected. Vendor is responsible for all losses/damages caused by its employees. Insurance certificate, when issued, must show the State of Alabama as the certificate holder.

RSA Building Liability Insurance Requirements:

Any equipment being installed in an RSA building requires the following liability coverage. Prior to installation, the vendor must provide liability coverage as follows:

Contractor Insurance Requirements

Such insurance shall be in a form and from insurance companies, reasonably acceptable to the Retirement Systems of Alabama (RSA). All insurers will be rated at least A- VII by A.M. Best or must be otherwise acceptable to the RSA. The insurance limits may be provided through a combination of primary and excess policies, including Umbrella/Excess forms.

Workers' Compensation and Employer's Liability: The Contractor shall maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over their employees while engaged in the performance of the work. The policy coverage must apply in the State of Alabama. The Employer's Liability limits shall be not less than:

\$1,000,000 Bodily Injury by Accident for Each Person

\$1,000,000 Bodily Injury by Disease for Each Person

\$1,000,000 Bodily Injury by Disease—Policy Limit

Commercial General Liability: The Contractor shall maintain General Liability insurance in a form as least as broad as ISO Form CG 0001 or its equivalent ("Occurrence Form"), for operations of the contractor covering claims arising out of their work personal injury, contractual, bodily injury and property damage in a policy or policies of insurance providing limits of not less than:

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\$1,000,000 Per Occurrence

\$1,000,000 Personal and Advertising Injury Aggregate

\$2,000,000 General Aggregate

\$2,000,000 Aggregate Products and Completed Operations

\$ 50,000 Damage to Rented Premises Any One Premises

\$ 5,000 Medical Expense Any One Person

Commercial Automobile Liability: The Contractor shall maintain Automobile Liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, non-owned, hired, borrowed, leased, or used by, or on behalf of, the Contractor. Such insurance shall be on a form at least as broad as ISO Form CA 0001, or its equivalent. Contractual liability, if not provided in the basic policy form, is to be provided by endorsement. The Commercial Automobile Liability limits shall be not less than:

\$1,000,000 Combined Single Limit Each Accident

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Umbrella/Excess Liability: The Contractor shall maintain Umbrella/Excess Liability insurance, insuring against bodily injury, personal injury, advertising injury and property damage, is required to be evidenced on a following form basis and providing limits in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability. Umbrella/Excess Liability shall be at least as broad as the underlying coverage, be concurrent with the effective dates of the underlying policies and shall include cross-liability and severability of interest clauses. The limits of liability shall be not less than:

\$5,000,000 Per Occurrence

\$5,000,000 Aggregate Limit

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Other Coverages: The RSA reserves the right to require higher limits of liability or other insurance coverage than listed above as the RSA deems appropriate with a 30 day notice to the contractor.

Additional Insureds: Each policy required, including Excess and Umbrella (except Worker's Compensation) shall name as additional insured the Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. As additional insureds the policies shall show the coverage afforded for such parties is primary and does not require contribution by any other insurance available to them. The coverage shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured.

Waiver of Subrogation/Rights of Recovery: The Contractor shall require all policies waive rights of subrogation against Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. The Contractor shall require all subcontractors to similarly waive their rights of subrogation and recovery.

The Contractor shall pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of the additional insured.

Notice of Cancellation: The Contractor must provide at least 30 days (10 days in the event of cancellation due to non-payment of premium) prior notice of any cancellation, non-renewal or material change to any insurance policy covered by this agreement.

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If any such notice is given, the RSA shall have the right to require that a substitute policy (ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to the RSA. The Contractor shall immediately notify the RSA and will cease operations on the occurrence of any such cancellation and shall not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to the RSA.

Occurrence: All policies shall be issued upon an "Occurrence" form.

Contractor Responsibility for its Subcontractors: The Contractor shall require that all subcontractors of every tier provide insurance with limits and terms not less than as noted herein.

Duration: Unless stated otherwise in this agreement, all required coverages shall be maintained without interruption for the entire term of this agreement.

Other: No provision or part of this or any other agreement between the RSA and the Contractor shall restrict or otherwise limit the liability assumed by the Contractor.

Deductibles: Any deductible or self-insured retention in place shall be the responsibility of the contractor.

Survival: The insurance requirements are an independent contract provision and shall survive the termination or expiration of this contract.

Certificates of Insurance: The Contractor shall provide Certificates of Insurance to the RSA evidencing that the policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Certificates must be provided ten (10) days in advance of the scheduled start work date. Certificates of Insurance shall be addressed as follows:

Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36104

*****End of RSA Liability Insurance Requirements*****

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.

Return freight & storage charges:

The vendor is responsible for any storage and/or return freight charges incurred by the state as a result of vendor's failure to conform to product specifications.

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.

Late or Incomplete Shipments:

A manufacturer who consistently ships late or incomplete may be considered a non-responsive or non-compliant vendor and may result in the contract being cancelled. Any future bids submitted by a non-responsive or non-compliant vendor may be rejected.

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.

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.

Price Decreases:

The buyer shall be notified immediately if there are any price decreases affecting a state term contract. The state shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.

New Equipment:

All equipment must be new and unused and acceptable by the original equipment manufacturer for their maintenance.

Discontinued Equipment:

If any equipment is discontinued during the contract period, replacement equipment must be equal to or greater in performance, features and function, and at the same price, terms and conditions as stated in the bid, as available from the manufacturer.

Warranty Information:

Equipment shall be warranted for a minimum of thirty-six (36) months. Warranty shall cover all parts, labor & freight cost associated with repairs and/or replacement of defective equipment. Accidents, misuse and negligence are not covered by this warranty. The warranty shall commence on the date the equipment is put into service by the using agency. Vendor will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to the using agency.

All components covered by the warranty must be described in detail in the vendor's catalog. List any extended warranties and pricing.

Warranty Service

For service calls, the vendor must provide at a minimum a two-hour response time, which can initially be a phone call.

If the initial telephone assessment does not isolate and verify the issue(s) the vendor shall provide the appropriate onsite assistance, within four hours of the initial telephone call end. The onsite assistance shall be to troubleshoot the system, and determine the actions and parts/components necessary to alleviate the current error or condition. Replacement parts or system components shall be shipped via next day freight at no cost to the customer.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

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,

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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.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 1700000174

NOT TO EXCEED AMOUNT:

Begin Date: 04/10/2017

Procurement Folder: 260428

Expiration Date: 04/09/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 02/01/18

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:

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

CONTRACT DESCRIPTION

T011 Video Surveillance Cameras, Parts and Accessories

Ship To:

Bill To:

REASON FOR MODIFICATION

02/01/2018 Contract modified to extend for the next term.

VENDOR INFORMATION

Name /Address:

VC000056668: Vision Southeast Companies, In
143 Business Center Drive
Birmingham AL 35244

Contact:

Jennifer Kamm
205-663-3332 EXT: 103
jennifer@visionsoutheast.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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, AVIGILON, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 3%
 NVR/DVR 3%
 SOFTWARE 3%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, GENETEC, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 3%
 NVR/DVR 3%
 SOFTWARE 3%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, BOSCH, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 10%
 NVR/DVR 10%
 SOFTWARE 10%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, INTERLOGIX, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 30%
 NVR/DVR 30%
 SOFTWARE 30%
 INSTALLATION/DESIGN SVC 10%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, SAMSUNG, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 20%
 NVR/DVR 20%
 SOFTWARE 20%
 INSTALLATION/DESIGN SVC 10%

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

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T011 Video Surveillance Cameras and Related Equipment Contract Terms and Conditions

Purpose:

Establish a contract for the purchase of video surveillance cameras of various types, related equipment and software with the option to either purchase equipment only or to purchase equipment and installation for all state agencies. Contract prices are available to all local governments 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.

Delivery:

Items are to be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency.

Freight:

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

Liability Insurance:

Vendor must have a minimum of \$500,000.00 liability coverage with \$100,000.00 for each occurrence and must be in effect for the contract period. Insurance certificate or letter of intent to provide the amount of coverage from the insurance company must be submitted with the bid, or the bid will be rejected. Vendor is responsible for all losses/damages caused by its employees. Insurance certificate, when issued, must show the State of Alabama as the certificate holder.

RSA Building Liability Insurance Requirements:

Any equipment being installed in an RSA building requires the following liability coverage. Prior to installation, the vendor must provide liability coverage as follows:

Contractor Insurance Requirements

Such insurance shall be in a form and from insurance companies, reasonably acceptable to the Retirement Systems of Alabama (RSA). All insurers will be rated at least A- VII by A.M. Best or must be otherwise acceptable to the RSA. The insurance limits may be provided through a combination of primary and excess policies, including Umbrella/Excess forms.

Workers' Compensation and Employer's Liability: The Contractor shall maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over their employees while engaged in the performance of the work. The policy coverage must apply in the State of Alabama. The Employer's Liability limits shall be not less than:

\$1,000,000 Bodily Injury by Accident for Each Person

\$1,000,000 Bodily Injury by Disease for Each Person

\$1,000,000 Bodily Injury by Disease—Policy Limit

Commercial General Liability: The Contractor shall maintain General Liability insurance in a form as least as broad as ISO Form CG 0001 or its equivalent ("Occurrence Form"), for operations of the contractor covering claims arising out of their work personal injury, contractual, bodily injury and property damage in a policy or policies of insurance providing limits of not less than:

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\$1,000,000 Per Occurrence

\$1,000,000 Personal and Advertising Injury Aggregate

\$2,000,000 General Aggregate

\$2,000,000 Aggregate Products and Completed Operations

\$ 50,000 Damage to Rented Premises Any One Premises

\$ 5,000 Medical Expense Any One Person

Commercial Automobile Liability: The Contractor shall maintain Automobile Liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, non-owned, hired, borrowed, leased, or used by, or on behalf of, the Contractor. Such insurance shall be on a form at least as broad as ISO Form CA 0001, or its equivalent. Contractual liability, if not provided in the basic policy form, is to be provided by endorsement. The Commercial Automobile Liability limits shall be not less than:

\$1,000,000 Combined Single Limit Each Accident

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Umbrella/Excess Liability: The Contractor shall maintain Umbrella/Excess Liability insurance, insuring against bodily injury, personal injury, advertising injury and property damage, is required to be evidenced on a following form basis and providing limits in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability. Umbrella/Excess Liability shall be at least as broad as the underlying coverage, be concurrent with the effective dates of the underlying policies and shall include cross-liability and severability of interest clauses. The limits of liability shall be not less than:

\$5,000,000 Per Occurrence

\$5,000,000 Aggregate Limit

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Other Coverages: The RSA reserves the right to require higher limits of liability or other insurance coverage than listed above as the RSA deems appropriate with a 30 day notice to the contractor.

Additional Insureds: Each policy required, including Excess and Umbrella (except Worker's Compensation) shall name as additional insured the Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. As additional insureds the policies shall show the coverage afforded for such parties is primary and does not require contribution by any other insurance available to them. The coverage shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured.

Waiver of Subrogation/Rights of Recovery: The Contractor shall require all policies waive rights of subrogation against Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. The Contractor shall require all subcontractors to similarly waive their rights of subrogation and recovery.

The Contractor shall pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of the additional insured.

Notice of Cancellation: The Contractor must provide at least 30 days (10 days in the event of cancellation due to non-payment of premium) prior notice of any cancellation, non-renewal or material change to any insurance policy covered by this agreement.

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If any such notice is given, the RSA shall have the right to require that a substitute policy (ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to the RSA. The Contractor shall immediately notify the RSA and will cease operations on the occurrence of any such cancellation and shall not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to the RSA.

Occurrence: All policies shall be issued upon an "Occurrence" form.

Contractor Responsibility for its Subcontractors: The Contractor shall require that all subcontractors of every tier provide insurance with limits and terms not less than as noted herein.

Duration: Unless stated otherwise in this agreement, all required coverages shall be maintained without interruption for the entire term of this agreement.

Other: No provision or part of this or any other agreement between the RSA and the Contractor shall restrict or otherwise limit the liability assumed by the Contractor.

Deductibles: Any deductible or self-insured retention in place shall be the responsibility of the contractor.

Survival: The insurance requirements are an independent contract provision and shall survive the termination or expiration of this contract.

Certificates of Insurance: The Contractor shall provide Certificates of Insurance to the RSA evidencing that the policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Certificates must be provided ten (10) days in advance of the scheduled start work date. Certificates of Insurance shall be addressed as follows:

Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36104

*****End of RSA Liability Insurance Requirements*****

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.

Return freight & storage charges:

The vendor is responsible for any storage and/or return freight charges incurred by the state as a result of vendor's failure to conform to product specifications.

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.

Late or Incomplete Shipments:

A manufacturer who consistently ships late or incomplete may be considered a non-responsive or non-compliant vendor and may result in the contract being cancelled. Any future bids submitted by a non-responsive or non-compliant vendor may be rejected.

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.

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.

Price Decreases:

The buyer shall be notified immediately if there are any price decreases affecting a state term contract. The state shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.

New Equipment:

All equipment must be new and unused and acceptable by the original equipment manufacturer for their maintenance.

Discontinued Equipment:

If any equipment is discontinued during the contract period, replacement equipment must be equal to or greater in performance, features and function, and at the same price, terms and conditions as stated in the bid, as available from the manufacturer.

Warranty Information:

Equipment shall be warranted for a minimum of thirty-six (36) months. Warranty shall cover all parts, labor & freight cost associated with repairs and/or replacement of defective equipment. Accidents, misuse and negligence are not covered by this warranty. The warranty shall commence on the date the equipment is put into service by the using agency. Vendor will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to the using agency.

All components covered by the warranty must be described in detail in the vendor's catalog. List any extended warranties and pricing.

Warranty Service

For service calls, the vendor must provide at a minimum a two-hour response time, which can initially be a phone call.

If the initial telephone assessment does not isolate and verify the issue(s) the vendor shall provide the appropriate onsite assistance, within four hours of the initial telephone call end. The onsite assistance shall be to troubleshoot the system, and determine the actions and parts/components necessary to alleviate the current error or condition. Replacement parts or system components shall be shipped via next day freight at no cost to the customer.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

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,

17000000174	Document Phase Final	Document Description T011 Video Surveillance Cameras, Parts and Accessories	Page 8 of 8
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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.



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

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 1700000175

NOT TO EXCEED AMOUNT:

Begin Date: 04/10/2017

Procurement Folder: 260428

Expiration Date: 04/09/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 02/01/18

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:

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

CONTRACT DESCRIPTION

T011 Video Surveillance Cameras, Parts and Accessories

Ship To:

Bill To:

REASON FOR MODIFICATION

02/01/2018 Contract modified to extend for the next term.

VENDOR INFORMATION

Name /Address:

VC000057643: Moffitt Technology Inc
123 Medical Center Drive
Prattville AL 36066

Contact:

Tara Thompson
3343581424
Tara@Moffitt-Tech.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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, PELCO, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS.18%
 NVR/DVR 18%
 SOFTWARE 18%
 INSTALLATION/DESIGN SVC 50%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, ACTI, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS.33%
 NVR/DVR 33%
 SOFTWARE 33%
 INSTALLATION/DESIGN SVC 50%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, VICON, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS 38%
 NVR/DVR 38%
 SOFTWARE 38%
 INSTALLATION/DESIGN SVC 50%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, SPECO TECHNOLOGIES, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS 37%
 NVR/DVR 37%
 SOFTWARE 37%
 INSTALLATION/DESIGN SVC 50%

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

1700000175	Document Phase Final	Document Description T011 Video Surveillance Cameras, Parts and Accessories	Page 3 of 7
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T011 Video Surveillance Cameras and Related Equipment Contract Terms and Conditions

Purpose:

Establish a contract for the purchase of video surveillance cameras of various types, related equipment and software with the option to either purchase equipment only or to purchase equipment and installation for all state agencies. Contract prices are available to all local governments 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.

Delivery:

Items are to be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency.

Freight:

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

Liability Insurance:

Vendor must have a minimum of \$500,000.00 liability coverage with \$100,000.00 for each occurrence and must be in effect for the contract period. Insurance certificate or letter of intent to provide the amount of coverage from the insurance company must be submitted with the bid, or the bid will be rejected. Vendor is responsible for all losses/damages caused by its employees. Insurance certificate, when issued, must show the State of Alabama as the certificate holder.

RSA Building Liability Insurance Requirements:

Any equipment being installed in an RSA building requires the following liability coverage. Prior to installation, the vendor must provide liability coverage as follows:

Contractor Insurance Requirements

Such insurance shall be in a form and from insurance companies, reasonably acceptable to the Retirement Systems of Alabama (RSA). All insurers will be rated at least A- VII by A.M. Best or must be otherwise acceptable to the RSA. The insurance limits may be provided through a combination of primary and excess policies, including Umbrella/Excess forms.

Workers' Compensation and Employer's Liability: The Contractor shall maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over their employees while engaged in the performance of the work. The policy coverage must apply in the State of Alabama. The Employer's Liability limits shall be not less than:

\$1,000,000 Bodily Injury by Accident for Each Person

\$1,000,000 Bodily Injury by Disease for Each Person

\$1,000,000 Bodily Injury by Disease—Policy Limit

Commercial General Liability: The Contractor shall maintain General Liability insurance in a form as least as broad as ISO Form CG 0001 or its equivalent ("Occurrence Form"), for operations of the contractor covering claims arising out of their work personal injury, contractual, bodily injury and property damage in a policy or policies of insurance providing limits of not less than:

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\$1,000,000 Per Occurrence

\$1,000,000 Personal and Advertising Injury Aggregate

\$2,000,000 General Aggregate

\$2,000,000 Aggregate Products and Completed Operations

\$ 50,000 Damage to Rented Premises Any One Premises

\$ 5,000 Medical Expense Any One Person

Commercial Automobile Liability: The Contractor shall maintain Automobile Liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, non-owned, hired, borrowed, leased, or used by, or on behalf of, the Contractor. Such insurance shall be on a form at least as broad as ISO Form CA 0001, or its equivalent. Contractual liability, if not provided in the basic policy form, is to be provided by endorsement. The Commercial Automobile Liability limits shall be not less than:

\$1,000,000 Combined Single Limit Each Accident

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Umbrella/Excess Liability: The Contractor shall maintain Umbrella/Excess Liability insurance, insuring against bodily injury, personal injury, advertising injury and property damage, is required to be evidenced on a following form basis and providing limits in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability. Umbrella/Excess Liability shall be at least as broad as the underlying coverage, be concurrent with the effective dates of the underlying policies and shall include cross-liability and severability of interest clauses. The limits of liability shall be not less than:

\$5,000,000 Per Occurrence

\$5,000,000 Aggregate Limit

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Other Coverages: The RSA reserves the right to require higher limits of liability or other insurance coverage than listed above as the RSA deems appropriate with a 30 day notice to the contractor.

Additional Insureds: Each policy required, including Excess and Umbrella (except Worker's Compensation) shall name as additional insured the Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. As additional insureds the policies shall show the coverage afforded for such parties is primary and does not require contribution by any other insurance available to them. The coverage shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured.

Waiver of Subrogation/Rights of Recovery: The Contractor shall require all policies waive rights of subrogation against Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. The Contractor shall require all subcontractors to similarly waive their rights of subrogation and recovery.

The Contractor shall pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of the additional insured.

Notice of Cancellation: The Contractor must provide at least 30 days (10 days in the event of cancellation due to non-payment of premium) prior notice of any cancellation, non-renewal or material change to any insurance policy covered by this agreement.

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If any such notice is given, the RSA shall have the right to require that a substitute policy (ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to the RSA. The Contractor shall immediately notify the RSA and will cease operations on the occurrence of any such cancellation and shall not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to the RSA.

Occurrence: All policies shall be issued upon an "Occurrence" form.

Contractor Responsibility for its Subcontractors: The Contractor shall require that all subcontractors of every tier provide insurance with limits and terms not less than as noted herein.

Duration: Unless stated otherwise in this agreement, all required coverages shall be maintained without interruption for the entire term of this agreement.

Other: No provision or part of this or any other agreement between the RSA and the Contractor shall restrict or otherwise limit the liability assumed by the Contractor.

Deductibles: Any deductible or self-insured retention in place shall be the responsibility of the contractor.

Survival: The insurance requirements are an independent contract provision and shall survive the termination or expiration of this contract.

Certificates of Insurance: The Contractor shall provide Certificates of Insurance to the RSA evidencing that the policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Certificates must be provided ten (10) days in advance of the scheduled start work date. Certificates of Insurance shall be addressed as follows:

Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36104

*****End of RSA Liability Insurance Requirements*****

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.

Return freight & storage charges:

The vendor is responsible for any storage and/or return freight charges incurred by the state as a result of vendor's failure to conform to product specifications.

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.

Late or Incomplete Shipments:

A manufacturer who consistently ships late or incomplete may be considered a non-responsive or non-compliant vendor and may result in the contract being cancelled. Any future bids submitted by a non-responsive or non-compliant vendor may be rejected.

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.

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.

Price Decreases:

The buyer shall be notified immediately if there are any price decreases affecting a state term contract. The state shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.

New Equipment:

All equipment must be new and unused and acceptable by the original equipment manufacturer for their maintenance.

Discontinued Equipment:

If any equipment is discontinued during the contract period, replacement equipment must be equal to or greater in performance, features and function, and at the same price, terms and conditions as stated in the bid, as available from the manufacturer.

Warranty Information:

Equipment shall be warranted for a minimum of thirty-six (36) months. Warranty shall cover all parts, labor & freight cost associated with repairs and/or replacement of defective equipment. Accidents, misuse and negligence are not covered by this warranty. The warranty shall commence on the date the equipment is put into service by the using agency. Vendor will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to the using agency.

All components covered by the warranty must be described in detail in the vendor's catalog. List any extended warranties and pricing.

Warranty Service

For service calls, the vendor must provide at a minimum a two-hour response time, which can initially be a phone call.

If the initial telephone assessment does not isolate and verify the issue(s) the vendor shall provide the appropriate onsite assistance, within four hours of the initial telephone call end. The onsite assistance shall be to troubleshoot the system, and determine the actions and parts/components necessary to alleviate the current error or condition. Replacement parts or system components shall be shipped via next day freight at no cost to the customer.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

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,

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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.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 1700000176	NOT TO EXCEED AMOUNT:
Begin Date: 04/10/2017	Procurement Folder: 260428
Expiration Date: 04/09/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 02/01/18	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: Pat Antle 334-242-7253 pat.antle@purchasing.alabama.gov

CONTRACT DESCRIPTION
T011 Video Surveillance Cameras, Parts and Accessories

Ship To: **Bill To:**

REASON FOR MODIFICATION
02/01/2018 Contract modified to extend for the next term.

VENDOR INFORMATION	
Name /Address: VS000016712: Convergent Technologies 1555 Oakbrook Drive Norcross GA 30093	Contact: Joe Brown 8658015452 joe.brown@convergent.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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, TYCO, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 32%
 NVR/DVR 35%
 SOFTWARE 35%
 INSTALLATION/DESIGN SVC 30%

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

8408432 - CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC
 CAMERA, VIDEO SURVEILLANCE, INDOOR/OUTDOOR, AND PARTS AND AC, VIDEO INSIGHT/PANASONIC, PERCENT OFF LIST

CAMERAS/MOUNTING ACCESS. 38%
 NVR/DVR 38%
 SOFTWARE 38%
 INSTALLATION/DESIGN SVC 30%

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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T011 Video Surveillance Cameras and Related Equipment Contract Terms and Conditions

Purpose:

Establish a contract for the purchase of video surveillance cameras of various types, related equipment and software with the option to either purchase equipment only or to purchase equipment and installation for all state agencies. Contract prices are available to all local governments 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.

Delivery:

Items are to be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency.

Freight:

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

Liability Insurance:

Vendor must have a minimum of \$500,000.00 liability coverage with \$100,000.00 for each occurrence and must be in effect for the contract period. Insurance certificate or letter of intent to provide the amount of coverage from the insurance company must be submitted with the bid, or the bid will be rejected. Vendor is responsible for all losses/damages caused by its employees. Insurance certificate, when issued, must show the State of Alabama as the certificate holder.

RSA Building Liability Insurance Requirements:

Any equipment being installed in an RSA building requires the following liability coverage. Prior to installation, the vendor must provide liability coverage as follows:

Contractor Insurance Requirements

Such insurance shall be in a form and from insurance companies, reasonably acceptable to the Retirement Systems of Alabama (RSA). All insurers will be rated at least A- VII by A.M. Best or must be otherwise acceptable to the RSA. The insurance limits may be provided through a combination of primary and excess policies, including Umbrella/Excess forms.

Workers' Compensation and Employer's Liability: The Contractor shall maintain Statutory Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over their employees while engaged in the performance of the work. The policy coverage must apply in the State of Alabama. The Employer's Liability limits shall be not less than:

\$1,000,000 Bodily Injury by Accident for Each Person

\$1,000,000 Bodily Injury by Disease for Each Person

\$1,000,000 Bodily Injury by Disease—Policy Limit

Commercial General Liability: The Contractor shall maintain General Liability insurance in a form as least as broad as ISO Form CG 0001 or its equivalent ("Occurrence Form"), for operations of the contractor covering claims arising out of their work personal injury, contractual, bodily injury and property damage in a policy or policies of insurance providing limits of not less than:

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\$1,000,000 Per Occurrence

\$1,000,000 Personal and Advertising Injury Aggregate

\$2,000,000 General Aggregate

\$2,000,000 Aggregate Products and Completed Operations

\$ 50,000 Damage to Rented Premises Any One Premises

\$ 5,000 Medical Expense Any One Person

Commercial Automobile Liability: The Contractor shall maintain Automobile Liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, non-owned, hired, borrowed, leased, or used by, or on behalf of, the Contractor. Such insurance shall be on a form at least as broad as ISO Form CA 0001, or its equivalent. Contractual liability, if not provided in the basic policy form, is to be provided by endorsement. The Commercial Automobile Liability limits shall be not less than:

\$1,000,000 Combined Single Limit Each Accident

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Umbrella/Excess Liability: The Contractor shall maintain Umbrella/Excess Liability insurance, insuring against bodily injury, personal injury, advertising injury and property damage, is required to be evidenced on a following form basis and providing limits in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability. Umbrella/Excess Liability shall be at least as broad as the underlying coverage, be concurrent with the effective dates of the underlying policies and shall include cross-liability and severability of interest clauses. The limits of liability shall be not less than:

\$5,000,000 Per Occurrence

\$5,000,000 Aggregate Limit

The Employer's Liability, Commercial General Liability, and Commercial Automobile Liability limit requirement may be met by primary coverage or combination of primary and Umbrella/Excess policies.

Other Coverages: The RSA reserves the right to require higher limits of liability or other insurance coverage than listed above as the RSA deems appropriate with a 30 day notice to the contractor.

Additional Insureds: Each policy required, including Excess and Umbrella (except Worker's Compensation) shall name as additional insured the Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. As additional insureds the policies shall show the coverage afforded for such parties is primary and does not require contribution by any other insurance available to them. The coverage shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured.

Waiver of Subrogation/Rights of Recovery: The Contractor shall require all policies waive rights of subrogation against Teachers' Retirement System of Alabama, Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama (RSA). The Retirement Systems of Alabama shall be deemed to include their respective officers, agents, partners, employees, parents, affiliates and subsidiaries. The Contractor shall require all subcontractors to similarly waive their rights of subrogation and recovery.

The Contractor shall pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of the additional insured.

Notice of Cancellation: The Contractor must provide at least 30 days (10 days in the event of cancellation due to non-payment of premium) prior notice of any cancellation, non-renewal or material change to any insurance policy covered by this agreement.

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If any such notice is given, the RSA shall have the right to require that a substitute policy (ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to the RSA. The Contractor shall immediately notify the RSA and will cease operations on the occurrence of any such cancellation and shall not resume operations until the required insurance is in force and replacement Certificates of Insurance have been provided to the RSA.

Occurrence: All policies shall be issued upon an "Occurrence" form.

Contractor Responsibility for its Subcontractors: The Contractor shall require that all subcontractors of every tier provide insurance with limits and terms not less than as noted herein.

Duration: Unless stated otherwise in this agreement, all required coverages shall be maintained without interruption for the entire term of this agreement.

Other: No provision or part of this or any other agreement between the RSA and the Contractor shall restrict or otherwise limit the liability assumed by the Contractor.

Deductibles: Any deductible or self-insured retention in place shall be the responsibility of the contractor.

Survival: The insurance requirements are an independent contract provision and shall survive the termination or expiration of this contract.

Certificates of Insurance: The Contractor shall provide Certificates of Insurance to the RSA evidencing that the policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Certificates must be provided ten (10) days in advance of the scheduled start work date. Certificates of Insurance shall be addressed as follows:

Retirement Systems of Alabama
201 South Union Street
Montgomery, AL 36104

*****End of RSA Liability Insurance Requirements*****

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.

Return freight & storage charges:

The vendor is responsible for any storage and/or return freight charges incurred by the state as a result of vendor's failure to conform to product specifications.

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.

Late or Incomplete Shipments:

A manufacturer who consistently ships late or incomplete may be considered a non-responsive or non-compliant vendor and may result in the contract being cancelled. Any future bids submitted by a non-responsive or non-compliant vendor may be rejected.

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.

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.

Price Decreases:

The buyer shall be notified immediately if there are any price decreases affecting a state term contract. The state shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.

New Equipment:

All equipment must be new and unused and acceptable by the original equipment manufacturer for their maintenance.

Discontinued Equipment:

If any equipment is discontinued during the contract period, replacement equipment must be equal to or greater in performance, features and function, and at the same price, terms and conditions as stated in the bid, as available from the manufacturer.

Warranty Information:

Equipment shall be warranted for a minimum of thirty-six (36) months. Warranty shall cover all parts, labor & freight cost associated with repairs and/or replacement of defective equipment. Accidents, misuse and negligence are not covered by this warranty. The warranty shall commence on the date the equipment is put into service by the using agency. Vendor will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to the using agency.

All components covered by the warranty must be described in detail in the vendor's catalog. List any extended warranties and pricing.

Warranty Service

For service calls, the vendor must provide at a minimum a two-hour response time, which can initially be a phone call.

If the initial telephone assessment does not isolate and verify the issue(s) the vendor shall provide the appropriate onsite assistance, within four hours of the initial telephone call end. The onsite assistance shall be to troubleshoot the system, and determine the actions and parts/components necessary to alleviate the current error or condition. Replacement parts or system components shall be shipped via next day freight at no cost to the customer.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

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,

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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.