



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 1700000180

NOT TO EXCEED AMOUNT:

Begin Date: 08/01/2017

Procurement Folder: 355012

Expiration Date: 07/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/17/18

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

ISSUER:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

BUYER:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T270 STATEWIDE RESTROOM SUPPLIES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000001704: Central Paper Co.
140 West Oxmoor Road

Homewood AL 35209

Contact:

Evelyn Adams
2059426333 EXT: 103
ewa@centralpaper-al.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

48546 - Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 AGENCY USE ONLY!

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

64075 - Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers

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

48586 - Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered

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

43570 - Skin Cleaners, Antimicrobial: Emollient, Nonalkaline, etc. (
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.

Final

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

43500 - GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HE
 GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HE
 GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HEALTH CARE PERSONNEL AND OTHERS.

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

64085 - Wipers, Shop and Food Service Use
 WIPERS, PAPER TOWEL-WIPING DISPOSABLE, SOFT, EMBOSSED OFF-WH
 WIPERS, PAPER TOWEL-WIPING DISPOSABLE, SOFT, EMBOSSED OFF-WHITE ABSORBENT MULT-CELLULOSE TISSUE OF SYNTHETIC
 RE-ENFORCING YARNS, LAMINATED BETWEEN THE PLYS FOR EXTREME WET STRENGTH. TYPE IIIB


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

48530 - Deodorant Blocks, All Types
 Deodorant Blocks, All Types
 Deodorant Blocks, All Types

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

48526 - Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid

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

Final

1700000180	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 4 of 5
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T 270 RESTROOM SUPPLIES – Terms and Conditions 6/27/17

Purpose:

Establish a contract from restroom supply items listed for all state agencies, the 67 counties in the State of Alabama. Contract prices are available to all local governmental agencies and schools, including cities, counties, political subdivisions, colleges, and universities.

Multiple Award:

Award will be made to up to five (5) lowest responsible bidders meeting all specifications of the RFB. The lowest bidders will be determined by State Purchasing using the target price sheet attachment completed by the responding vendor. The RFB target sheet attachment must be completed and totaled, as instructed or the bid will be rejected.

Target List Attachment:

Bidding vendors must complete the target list attachment. No pricing is required under the “unit price” on the price page of the RFB bid, on the line items. The TARGET LIST attachment must be completed and totaled with a price for the listed items. This target list will be used to determine the five (5) lowest bidders.

Descriptive literature:

The brands and model numbers referenced provide a level of quality, and unless otherwise specified, are not restrictive. Vendors bidding alternate items must provide complete descriptive/technical literature for consideration and evaluation with their bid, and with the bid copy per item number 6 on page 2. Reference to literature with a previous bid will not satisfy this requirement. Failure to provide the required literature will result in the rejection of the bid. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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.

Ordering Process:

Purchases for state agencies will be made by DO (deliver orders) off the contract. The “DO” is the entire order to be shipped and processed by the awarded vendor. No “Open End Orders” off the “DO” will be allowed unless authorized by the State of Alabama Division of Purchasing.

State agencies will obtain a quote from one or more of the five awarded vendors. Attach the lowest quote from the contract vendor, utilizing the line number on the contract that defines the purchase of goods as accurately as possible.

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.

Delivery Timeframe:

The vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in the solicitation.

Minimum of one (1) case per line item is required. Freight must be include in the price for all orders one (1) case; F.O.B. Destination.

Any order placed by an agency that is **less than** 1 case of product will allow the contract vendor to invoice freight costs.

Delivery terms requires the contract vendor to deliver the order within twenty one (21) days after receipt of order with no back orders except for the following reason:

The State of Alabama will make exceptions on back orders when the vendor can provide documentation that the process ordered are under a nationwide or regional allocation and are being rationed at the time the order was placed.

All vendors who are awarded a contract must notify the State of Alabama within three (3) days of the manufactures notification that a line item under their contract will be affected by an allocation or rationing.

Freight:

F.O.B. destination is the location where merchandise is delivered and unloaded on a receiving dock of any state or local government agency, school, and political subdivision. The vendor is liable for freight charges, risk of loss or damage to the merchandise up to the destination and is accepted by the authorized receiver.

Volume Discounts:

1700000180	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 5 of 5
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The state may take advantage of any volume discounts offered, after award of the contract, from the awarded vendor as approved by the state purchasing division.

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.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. 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 month before the 20th listing sales made during the prior calendar month. This report is to include the report contract 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@isd.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

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

For internal information only: fee distribution 100% to the State Procurement fund and _____ % to the Finance ISD Revolving fund.

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.

Quality Standards:

All tissue and paper towels bid on this solicitation should be made in accordance with the average industry standards with respect to basis weight brightness, tensile strengths, pre-consumer, and post-consumer waste.

Please note with respect to quality and the reference to quality in the specifications, these qualities must be adhered to, or the bid for that item will be rejected. For example, white means white; white does not mean yellow/beige/gray hues, soft should be pliable and spongy, and not visible, and holes should not be visible. The existence of any of the above listed flaws in quality will result in the bid on that line item to be rejected.

Dispenser and dispenser ordering:

The dispenser and the line item product for that dispenser will be awarded together. State agencies, cities, school systems, and other political subdivisions must purchase the appropriate line item product to receive the dispenser for that product at no charge. Dispenser's may be ordered at random to stock-up nor to replace dispensers, unless it is determined by the contract vendor that the dispenser cannot be repaired. If the dispenser can be repaired, the repair part(s) will be provided by the contract vendor at no charge. New construction can order needed dispensers provided they purchase the appropriate line item product to receive the dispenser for that line item product at **no charge**.

Contact the buyer for specification/procedural questions:

wendy.penton@purchasing.alabama.gov



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 1700000181

NOT TO EXCEED AMOUNT:

Begin Date: 08/01/2017

Procurement Folder: 355012

Expiration Date: 07/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/17/18

Version Number: 4

CONTACT INFORMATION

REQUESTOR:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

ISSUER:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

BUYER:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T270 STATEWIDE RESTROOM SUPPLIES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000001708: Dade Paper & Bag,LLC
DBA: Imperial Dade
P.O. Box 1180

Contact:

Juanita Pilgrim
800-844-5601 EXT: 1520
csloxley@dadepaper.com

Loxley AL 36551-2607

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

48546 - Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 AGENCY USE ONLY!

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

64075 - Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers

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

48586 - Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered

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

43570 - Skin Cleaners, Antimicrobial: Emollient, Nonalkaline, etc. (
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.
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Final

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5	0	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

43500 - GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HE
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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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48530 - Deodorant Blocks, All Types
 Deodorant Blocks, All Types
 Deodorant Blocks, All Types

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

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 Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid

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Approved: 
 Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

1700000181	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 4 of 5
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T 270 RESTROOM SUPPLIES – Terms and Conditions 6/27/17

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Volume Discounts:

1700000181	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 5 of 5
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The state may take advantage of any volume discounts offered, after award of the contract, from the awarded vendor as approved by the state purchasing division.

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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

For internal information only: fee distribution 100% to the State Procurement fund and _____ % to the Finance ISD Revolving fund.

Materials, Supplies or Equipment:

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Please note with respect to quality and the reference to quality in the specifications, these qualities must be adhered to, or the bid for that item will be rejected. For example, white means white; white does not mean yellow/beige/gray hues, soft should be pliable and spongy, and not visible, and holes should not be visible. The existence of any of the above listed flaws in quality will result in the bid on that line item to be rejected.

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State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 17000000182

NOT TO EXCEED AMOUNT:

Begin Date: 08/01/2017

Procurement Folder: 355012

Expiration Date: 07/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/17/18

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

ISSUER:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

BUYER:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T270 STATEWIDE RESTROOM SUPPLIES
EMAIL CONTACT FOR QUOTES;

T270Quotes@stricklybiz.com

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000004848: STRICKLAND PAPER COMPANY INC
DBA: Strickland Companies
481 REPUBLIC CIRCLE

BIRMINGHAM AL 35214

Contact:

KRISTY LACKEY
334-613-9040
STAARS@STRICKLYBIZ.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

48546 - Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 AGENCY USE ONLY!

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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64075 - Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers

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

48586 - Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered

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43570 - Skin Cleaners, Antimicrobial: Emollient, Nonalkaline, etc. (
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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43500 - GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HE
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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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48530 - Deodorant Blocks, All Types
 Deodorant Blocks, All Types
 Deodorant Blocks, All Types

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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48526 - Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid

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

Final

1700000182	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 4 of 5
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T 270 RESTROOM SUPPLIES – Terms and Conditions 6/27/17

Purpose:

Establish a contract from restroom supply items listed for all state agencies, the 67 counties in the State of Alabama. Contract prices are available to all local governmental agencies and schools, including cities, counties, political subdivisions, colleges, and universities.

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Award will be made to up to five (5) lowest responsible bidders meeting all specifications of the RFB. The lowest bidders will be determined by State Purchasing using the target price sheet attachment completed by the responding vendor. The RFB target sheet attachment must be completed and totaled, as instructed or the bid will be rejected.

Target List Attachment:

Bidding vendors must complete the target list attachment. No pricing is required under the “unit price” on the price page of the RFB bid, on the line items. The TARGET LIST attachment must be completed and totaled with a price for the listed items. This target list will be used to determine the five (5) lowest bidders.

Descriptive literature:

The brands and model numbers referenced provide a level of quality, and unless otherwise specified, are not restrictive. Vendors bidding alternate items must provide complete descriptive/technical literature for consideration and evaluation with their bid, and with the bid copy per item number 6 on page 2. Reference to literature with a previous bid will not satisfy this requirement. Failure to provide the required literature will result in the rejection of the bid. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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.

Ordering Process:

Purchases for state agencies will be made by DO (deliver orders) off the contract. The “DO” is the entire order to be shipped and processed by the awarded vendor. No “Open End Orders” off the “DO” will be allowed unless authorized by the State of Alabama Division of Purchasing.

State agencies will obtain a quote from one or more of the five awarded vendors. Attach the lowest quote from the contract vendor, utilizing the line number on the contract that defines the purchase of goods as accurately as possible.

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.

Delivery Timeframe:

The vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in the solicitation.

Minimum of one (1) case per line item is required. Freight must be include in the price for all orders one (1) case; F.O.B. Destination.

Any order placed by an agency that is **less than** 1 case of product will allow the contract vendor to invoice freight costs.

Delivery terms requires the contract vendor to deliver the order within twenty one (21) days after receipt of order with no back orders except for the following reason:

The State of Alabama will make exceptions on back orders when the vendor can provide documentation that the process ordered are under a nationwide or regional allocation and are being rationed at the time the order was placed.

All vendors who are awarded a contract must notify the State of Alabama within three (3) days of the manufactures notification that a line item under their contract will be affected by an allocation or rationing.

Freight:

F.O.B. destination is the location where merchandise is delivered and unloaded on a receiving dock of any state or local government agency, school, and political subdivision. The vendor is liable for freight charges, risk of loss or damage to the merchandise up to the destination and is accepted by the authorized receiver.

Volume Discounts:

1700000182	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 5 of 5
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The state may take advantage of any volume discounts offered, after award of the contract, from the awarded vendor as approved by the state purchasing division.

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.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. 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 month before the 20th listing sales made during the prior calendar month. This report is to include the report contract 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@isd.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

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

For internal information only: fee distribution 100% to the State Procurement fund and _____ % to the Finance ISD Revolving fund.

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.

Quality Standards:

All tissue and paper towels bid on this solicitation should be made in accordance with the average industry standards with respect to basis weight brightness, tensile strengths, pre-consumer, and post-consumer waste.

Please note with respect to quality and the reference to quality in the specifications, these qualities must be adhered to, or the bid for that item will be rejected. For example, white means white; white does not mean yellow/beige/gray hues, soft should be pliable and spongy, and not visible, and holes should not be visible. The existence of any of the above listed flaws in quality will result in the bid on that line item to be rejected.

Dispenser and dispenser ordering:

The dispenser and the line item product for that dispenser will be awarded together. State agencies, cities, school systems, and other political subdivisions must purchase the appropriate line item product to receive the dispenser for that product at no charge. Dispenser's may be ordered at random to stock-up nor to replace dispensers, unless it is determined by the contract vendor that the dispenser cannot be repaired. If the dispenser can be repaired, the repair part(s) will be provided by the contract vendor at no charge. New construction can order needed dispensers provided they purchase the appropriate line item product to receive the dispenser for that line item product at **no charge**.

Contact the buyer for specification/procedural questions:

wendy.penton@purchasing.alabama.gov



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 1700000184

NOT TO EXCEED AMOUNT:

Begin Date: 08/01/2017

Procurement Folder: 355012

Expiration Date: 07/31/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/17/18

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

ISSUER:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

BUYER:

Wendy Penton
334-353-7176
wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T270 STATEWIDE RESTROOM SUPPLIES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VS000006105: Alabama Industrial Supplies & Services, LLC
8121 Parkway Drive
Leeds AL 35094

Contact:

Wilfred Taylor
205-578-0403 EXT: 101
wtaylor@alabamaindustrial.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

48546 - Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 AGENCY USE ONLY!

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

64075 - Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers

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

48586 - Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered

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

43570 - Skin Cleaners, Antimicrobial: Emollient, Nonalkaline, etc. (
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.

Final

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

43500 - GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HE
 GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HE
 GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HEALTH CARE PERSONNEL AND OTHERS.

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

64085 - Wipers, Shop and Food Service Use
 WIPERS, PAPER TOWEL-WIPING DISPOSABLE, SOFT, EMBOSSED OFF-WH
 WIPERS, PAPER TOWEL-WIPING DISPOSABLE, SOFT, EMBOSSED OFF-WHITE ABSORBENT MULT-CELLULOSE TISSUE OF SYNTHETIC
 RE-ENFORCING YARNS, LAMINATED BETWEEN THE PLYS FOR EXTREME WET STRENGTH. TYPE III

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	1000000	LOT	\$0.000000	\$0.00			\$0.00	\$0.00

48530 - Deodorant Blocks, All Types
 Deodorant Blocks, All Types
 Deodorant Blocks, All Types

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

48526 - Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid

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

Final

1700000184	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 4 of 5
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T 270 RESTROOM SUPPLIES – Terms and Conditions 6/27/17

Purpose:

Establish a contract from restroom supply items listed for all state agencies, the 67 counties in the State of Alabama. Contract prices are available to all local governmental agencies and schools, including cities, counties, political subdivisions, colleges, and universities.

Multiple Award:

Award will be made to up to five (5) lowest responsible bidders meeting all specifications of the RFB. The lowest bidders will be determined by State Purchasing using the target price sheet attachment completed by the responding vendor. The RFB target sheet attachment must be completed and totaled, as instructed or the bid will be rejected.

Target List Attachment:

Bidding vendors must complete the target list attachment. No pricing is required under the “unit price” on the price page of the RFB bid, on the line items. The TARGET LIST attachment must be completed and totaled with a price for the listed items. This target list will be used to determine the five (5) lowest bidders.

Descriptive literature:

The brands and model numbers referenced provide a level of quality, and unless otherwise specified, are not restrictive. Vendors bidding alternate items must provide complete descriptive/technical literature for consideration and evaluation with their bid, and with the bid copy per item number 6 on page 2. Reference to literature with a previous bid will not satisfy this requirement. Failure to provide the required literature will result in the rejection of the bid. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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.

Ordering Process:

Purchases for state agencies will be made by DO (deliver orders) off the contract. The “DO” is the entire order to be shipped and processed by the awarded vendor. No “Open End Orders” off the “DO” will be allowed unless authorized by the State of Alabama Division of Purchasing.

State agencies will obtain a quote from one or more of the five awarded vendors. Attach the lowest quote from the contract vendor, utilizing the line number on the contract that defines the purchase of goods as accurately as possible.

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.

Delivery Timeframe:

The vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in the solicitation.

Minimum of one (1) case per line item is required. Freight must be include in the price for all orders one (1) case; F.O.B. Destination.

Any order placed by an agency that is **less than** 1 case of product will allow the contract vendor to invoice freight costs.

Delivery terms requires the contract vendor to deliver the order within twenty one (21) days after receipt of order with no back orders except for the following reason:

The State of Alabama will make exceptions on back orders when the vendor can provide documentation that the process ordered are under a nationwide or regional allocation and are being rationed at the time the order was placed.

All vendors who are awarded a contract must notify the State of Alabama within three (3) days of the manufactures notification that a line item under their contract will be affected by an allocation or rationing.

Freight:

F.O.B. destination is the location where merchandise is delivered and unloaded on a receiving dock of any state or local government agency, school, and political subdivision. The vendor is liable for freight charges, risk of loss or damage to the merchandise up to the destination and is accepted by the authorized receiver.

Volume Discounts:

1700000184	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 5 of 5
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The state may take advantage of any volume discounts offered, after award of the contract, from the awarded vendor as approved by the state purchasing division.

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.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. 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 month before the 20th listing sales made during the prior calendar month. This report is to include the report contract 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@isd.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

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

For internal information only: fee distribution 100% to the State Procurement fund and _____ % to the Finance ISD Revolving fund.

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.

Quality Standards:

All tissue and paper towels bid on this solicitation should be made in accordance with the average industry standards with respect to basis weight brightness, tensile strengths, pre-consumer, and post-consumer waste.

Please note with respect to quality and the reference to quality in the specifications, these qualities must be adhered to, or the bid for that item will be rejected. For example, white means white; white does not mean yellow/beige/gray hues, soft should be pliable and spongy, and not visible, and holes should not be visible. The existence of any of the above listed flaws in quality will result in the bid on that line item to be rejected.

Dispenser and dispenser ordering:

The dispenser and the line item product for that dispenser will be awarded together. State agencies, cities, school systems, and other political subdivisions must purchase the appropriate line item product to receive the dispenser for that product at no charge. Dispenser's may be ordered at random to stock-up nor to replace dispensers, unless it is determined by the contract vendor that the dispenser cannot be repaired. If the dispenser can be repaired, the repair part(s) will be provided by the contract vendor at no charge. New construction can order needed dispensers provided they purchase the appropriate line item product to receive the dispenser for that line item product at **no charge**.

Contact the buyer for specification/procedural questions:

wendy.penton@purchasing.alabama.gov



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 1700000183	NOT TO EXCEED AMOUNT:
Begin Date: 08/01/2017	Procurement Folder: 355012
Expiration Date: 07/31/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 08/20/18	Version Number: 4

CONTACT INFORMATION		
REQUESTOR: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov	ISSUER: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov	BUYER: Wendy Penton 334-353-7176 wendy.penton@purchasing.alabama.gov

CONTRACT DESCRIPTION
MA - T270 STATEWIDE RESTROOM SUPPLIES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000115363: Veritiv Operating Company Veritiv - Atlanta 3166 Heartsfield Rd Tallahassee FL 32303	Contact: Laurie Braun 717-610-9162 laurie.braun@veritivcorp.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

48546 - Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 Dispensers and Holders, For Cleaning Rags, Paper Towels, Toi
 AGENCY USE ONLY!

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

64075 - Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers
 Toilet Tissues, Paper Towels, and Toilet Seat Covers

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

48586 - Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered
 Soap, Hand: Bar, Liquid, and Powdered

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

43570 - Skin Cleaners, Antimicrobial: Emollient, Nonalkaline, etc. (
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.
 Skin Cleaners, Antimicrobial: Emollient, Non- alkaline, etc.

Final

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

43500 - GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HE
 GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HE
 GERMICIDES, CLEANERS, AND RELATED SANITATION PRODUCTS FOR HEALTH CARE PERSONNEL AND OTHERS.

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

64085 - Wipers, Shop and Food Service Use
 WIPERS, PAPER TOWEL-WIPING DISPOSABLE, SOFT, EMBOSSED OFF-WH
 WIPERS, PAPER TOWEL-WIPING DISPOSABLE, SOFT, EMBOSSED OFF-WHITE ABSORBENT MULT-CELLULOSE TISSUE OF SYNTHETIC
 RE-ENFORCING YARNS, LAMINATED BETWEEN THE PLYS FOR EXTREME WET STRENGTH. TYPE IIIB

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

48530 - Deodorant Blocks, All Types
 Deodorant Blocks, All Types
 Deodorant Blocks, All Types

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

48526 - Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid
 Cleaner, Toilet Bowl, Granular and Liquid

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

Final

1700000183	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 4 of 8
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

1700000183	Document Phase Final	Document Description MA - T270 STATEWIDE RESTROOM SUPPLIES	Page 5 of 8
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*******STANDARD TERMS and CONDITIONS *******

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

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.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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T 270 RESTROOM SUPPLIES – Terms and Conditions 6/27/17

Purpose:

Establish a contract from restroom supply items listed for all state agencies, the 67 counties in the State of Alabama. Contract prices are available to all local governmental agencies and schools, including cities, counties, political subdivisions, colleges, and universities.

Multiple Award:

Award will be made to up to five (5) lowest responsible bidders meeting all specifications of the RFB. The lowest bidders will be determined by State Purchasing using the target price sheet attachment completed by the responding vendor. The RFB target sheet attachment must be completed and totaled, as instructed or the bid will be rejected.

Target List Attachment:

Bidding vendors must complete the target list attachment. No pricing is required under the “unit price” on the price page of the RFB bid, on the line items. The TARGET LIST attachment must be completed and totaled with a price for the listed items. This target list will be used to determine the five (5) lowest bidders.

Descriptive literature:

The brands and model numbers referenced provide a level of quality, and unless otherwise specified, are not restrictive. Vendors bidding alternate items must provide complete descriptive/technical literature for consideration and evaluation with their bid, and with the bid copy per item number 6 on page 2. Reference to literature with a previous bid will not satisfy this requirement. Failure to provide the required literature will result in the rejection of the bid. Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

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.

Ordering Process:

Purchases for state agencies will be made by DO (deliver orders) off the contract. The “DO” is the entire order to be shipped and processed by the awarded vendor. No “Open End Orders” off the “DO” will be allowed unless authorized by the State of Alabama Division of Purchasing.

State agencies will obtain a quote from one or more of the five awarded vendors. Attach the lowest quote from the contract vendor, utilizing the line number on the contract that defines the purchase of goods as accurately as possible.

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.

Delivery Timeframe:

The vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in the solicitation.

Minimum of one (1) case per line item is required. Freight must be include in the price for all orders one (1) case; F.O.B. Destination.

Any order placed by an agency that is **less than** 1 case of product will allow the contract vendor to invoice freight costs.

Delivery terms requires the contract vendor to deliver the order within twenty one (21) days after receipt of order with no back orders except for the following reason:

The State of Alabama will make exceptions on back orders when the vendor can provide documentation that the process ordered are under a nationwide or regional allocation and are being rationed at the time the order was placed.

All vendors who are awarded a contract must notify the State of Alabama within three (3) days of the manufactures notification that a line item under their contract will be affected by an allocation or rationing.

Freight:

F.O.B. destination is the location where merchandise is delivered and unloaded on a receiving dock of any state or local government agency, school, and political subdivision. The vendor is liable for freight charges, risk of loss or damage to the merchandise up to the destination and is accepted by the authorized receiver.

Volume Discounts:

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The state may take advantage of any volume discounts offered, after award of the contract, from the awarded vendor as approved by the state purchasing division.

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.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. 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 month before the 20th listing sales made during the prior calendar month. This report is to include the report contract 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@isd.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

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

For internal information only: fee distribution 100% to the State Procurement fund and _____ % to the Finance ISD Revolving fund.

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.

Quality Standards:

All tissue and paper towels bid on this solicitation should be made in accordance with the average industry standards with respect to basis weight brightness, tensile strengths, pre-consumer, and post-consumer waste.

Please note with respect to quality and the reference to quality in the specifications, these qualities must be adhered to, or the bid for that item will be rejected. For example, white means white; white does not mean yellow/beige/gray hues, soft should be pliable and spongy, and not visible, and holes should not be visible. The existence of any of the above listed flaws in quality will result in the bid on that line item to be rejected.

Dispenser and dispenser ordering:

The dispenser and the line item product for that dispenser will be awarded together. State agencies, cities, school systems, and other political subdivisions must purchase the appropriate line item product to receive the dispenser for that product at no charge. Dispenser's may be ordered at random to stock-up nor to replace dispensers, unless it is determined by the contract vendor that the dispenser cannot be repaired. If the dispenser can be repaired, the repair part(s) will be provided by the contract vendor at no charge. New construction can order needed dispensers provided they purchase the appropriate line item product to receive the dispenser for that line item product at **no charge**.

Contact the buyer for specification/procedural questions:

wendy.penton@purchasing.alabama.gov