



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

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 200000000170 Begin Date: 02/24/2020 Expiration Date: 02/23/2022 Solicitation Number: Award Date: Modification Date: 12/23/20	NOT TO EXCEED AMOUNT: Procurement Folder: 1024817 Procurement Type: Master Agreement Replaces Award Document: Replaced by Award Document: Version Number: 3

CONTACT INFORMATION		
REQUESTOR: Maria Green 334-242-4201 Maria.Green@purchasing.alabama.gov	ISSUER: Sondra Cunningham 334-353-0324 Sondra.Cunningham@purchasing.alabama.gov	BUYER: Maria Green 334-242-4201 Maria.Green@purchasing.alabama.gov

CONTRACT DESCRIPTION	
MA - Lab Supplies	
Ship To: STATEWIDE CONTRACT UNKNOWN UNKNOWN AL	Bill To: STATEWIDE CONTRACT UNKNOWN UNKNOWN AL

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000058158: Fox Scientific Inc 8221 E. Fm 917 Alvarado TX 76009	Contact: Jetta Lewis 8177837500 EXT: 335 Jettal@foxscientific.com

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00
49556 - Microbiology Equipment and Accessories (Not Otherwise Classi LABORATORY SUPPLIES, SAFETY LABORATORY SUPPLIES FOR SAFETY (LAB COATS, GLOVES, ETC) FIRST AID, SAFETY LEATHER FOOTWEAR, SAFETY INSTRUMENTS, SAFETY CABINETS, ALL PPE LIKE MONITORS, RADIATION, COMBUSTIBLE GAS, OXYGEN, DETECTOR TUBS, BADGES, HARD HATS AND CAPS, SUSPENSIONS, WINTERLINERS, SPECTACLES, GOGGLES, GORTEX NOMEX COVERALLS, LEVEL A & B SUITS, HAZMAT COVERALLS, LAB COATS, FALL PROTECTION, COVERALLS TYREK, ASTROSPECS, GOGGLES, FACESHIELDS, SAFETY CAPS, EARPLUGS, GLOVES, FOOTWEAR, RESPIRATORS, SOCKS, CLEANROOM WIPES, PADS, SWABS, STATIC SHIELD BAGS, TACKY MATS, GROUNDING CABLES, MATTING, INDUSTRIAL & LAB MIRRORS, NOMEX SHIRT & PANTS, COVERALLS, SAFETY CANS, BIOHAZARD KITS, COVERALLS-TYREK, SHOE COVERS, ISOCLEAN 60 % OFF CATALOG PRICE								

Approved: 

Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

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Purpose:

The purpose of this RFB is to establish a statewide contract for the Laboratory supplies. The contract prices must be made available to all state agencies, city and county governmental entities, schools and universities within the State of Alabama.

Award:

The award shall be multi award by line to the two lowest responsible bidders meeting all specifications. However, the lowest responsible bidders will be determined by the two highest percentage discounts off the catalog price.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

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

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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

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

Electronic Payment:

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

Biddable Situation:

Bids may be solicited for any product included in this contract where a 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.

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.

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.

Pricing:

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Vendors should not list a price in the unit price space for that line item. Instead, vendors should list their price as a percentage discount off catalog on the line provided in the extended description of that line item. Vendors who fail to list price as outlined above for that line item bid may be rejected.

Delivery:

Items are to be delivered to various locations throughout the State of Alabama. The exact locations and quantities will be provided by the ordering agency. Deliveries must be made within four (4) calendar days after receipt of order. No partial orders, all orders should be shipped complete, unless otherwise requested by the ordering agency.

Freight:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. No other freight charges will be allowed.

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 the agency as needed with complete shipping instructions.

Quote Requirement:

When ordering, the agency will request a quote from the contract vendor. All quotes must show the catalog list price less the percentage discount off catalog price for each line item to equal the quoted contract price..

Volume Discounts:

The contract vendor may offer volume discounts for large quantity orders with the provision that any ordering entity that orders the equivalent volume be offered that same volume discount.

Rebates:

If additional discounts involve rebates of any kind, the State will not file for rebates. The contract vendor must offer and apply the additional rebate discount to the quoted price when requested prior to placing order.

Performance:

If the vendor defaults on delivery, service, and/or does not comply with the specifications, and terms and conditions of the contract, it will be viewed as failure to perform per the specifications, and terms and conditions of the contract. As a result, the contract vendor will be given a 30-day written notice to conform to the specifications and terms and conditions of the contract, and to refrain from that behavior in the future. Repeated offenses of failure to perform, may result in the vendor's contract termination, and the contract vendor being barred from doing business with the state of Alabama for an indeterminate period.

Catalog:

If requested, a copy of the pricing catalog must be provided to the ordering entity within five (5) days from date of request. Failure to provide the catalog as outlined above may be viewed as failure to perform as outlined under the performance term and condition.

Requested Information:

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

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BI-ANNUAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVICE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.