

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Contract Information

State Contract Number:	MA24000000466 9	Name:	Propane
Type:	Master Agreement	Not to Exceed Amount:	
Signature Date:	UNDEFINED	Original End Date:	2/6/2025
Begin Date:	2/7/2024	Actual End Date:	
Solicitation Number:	SRC0000020282	Version Number:	0

Reason for Modification

UNDEFINED

Buyer Information

Name:	WayneGautney
Phone:	UNDEFINED
Email:	wayne.gautney@purchasing.alabama.gov

Supplier Information

Supplier Name / Order Address	Supplier Contact
VI000023015: Pheonix Contracting	Josh Parsittie
9915 Smarty Jones Dr	330-749-5383
	Josh@phxcontracting.com
Ruskin Florida 33573	
US	

Item 1 - 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.

Item 2 - 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.

Item 3 - 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.

Item 4 - Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Nonavailability 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.

Item 5 - 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.

Item 6 - Foreign Corporation – Alabama Secretary of State Registration:

Alabama Law requires a foreign entity (an out of state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State. Code of Alabama Section 10A-1-7.01 to 7.14.

Item 7 - Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012- 491):

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/everify.

Item 8 - 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. 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.

Item 9 - 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.

Item 10 - Invoices:

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

Item 11 - Signature

Approved: 
Purchasing Director