



State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement

New

**CONTRACT INFORMATION**

**MASTER AGREEMENT NUMBER:** MA 999 19000000125

**NOT TO EXCEED AMOUNT:**

Begin Date: 02/05/2019

Procurement Folder: 742906

Expiration Date: 02/04/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 02/05/19

Version Number: 1

**CONTACT INFORMATION**

**REQUESTOR:**

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

**ISSUER:**

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

**BUYER:**

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

**CONTRACT DESCRIPTION**

MA - Metal File Cabinets

**Ship To:**

**Bill To:**

**REASON FOR MODIFICATION**

**VENDOR INFORMATION**

**Name /Address:**

VC000047233: Krueger International, Inc.

1330 Bellevue Street

Green Bay WI 54302

**Contact:**

Andy Van Straten

920-468-2394

andy.vanstraten@ki.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

42540 - Filing Cabinets, Metal: Card, Jumbo, Lateral, Legal, and Let  
 Filing Cabinets, Metal: Card, Jumbo, Lateral, Legal, and Let  
 Metal Vertical File Cabinets and/or accessories

40% off catalog list price

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

42540 - Filing Cabinets, Metal: Card, Jumbo, Lateral, Legal, and Let  
 Filing Cabinets, Metal: Card, Jumbo, Lateral, Legal, and Let  
 Metal Lateral File Cabinets and/or accessories

40% off catalog list price

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



**Purchasing Director**

Final

APPROVALS			
Date	Status Before	Status After	Approver

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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](http://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)

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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](http://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](http://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](mailto: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](http://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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**Purpose:**

Establish a statewide contract for metal file cabinets for all state agencies. Contract prices are available to all local governmental agencies and schools.

**Award:**

Award will be made be to multiple manufacturers. Only bids from manufacturers will be accepted. Bids submitted from an assisting dealer will be rejected. Award will be "all or none" to the responsible bidder(s) meeting all specifications and offering the highest overall discount score.

The award shall be made to multiple bidders by accepting up to three (3) responsible bidders that meet all specifications. In the event of a tie for the third awarded bidder meeting all specifications, the State shall award to both bidders.

**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.

**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.

**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.

**Delivery time frame:**

All items ordered must be delivered to the "ship to" address shown on the P.O. within thirty (30) calendar days of vendor's receipt of order for vertical file cabinets and within forty-five (45) calendar days of vendor's receipt of order for lateral file cabinets.

**Freight:**

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

**Catalog Pricing**

Metal file cabinet catalog pricing must be submitted with the bid. Failure to include catalog pricing with the RFB response will result in a rejected bid. Pricing must be submitted via CD, jump drive, or flash drive. The original and one copy requirement for this RFB also applies to the electronic pricing. Failure to submit an original and one copy of the electronic pricing will result in a rejected bid.

Pricing may be updated once per calendar year with written prior approval from State Purchasing. Pricing increases must be submitted and approved thirty (30) days prior to effective date.

**Tariffs:**

An awarded manufacturer with proper documentation may request one additional price increase per calendar year caused by tariffs. A separate charge for tariffs will not be accepted. Pricing increases must be submitted and approved thirty (30) days prior to effective date.

**Quote Requirements:**

The awarded bidder must include the Master Agreement (MA) number, list price, discount price and discount percentage on quotes. An awarded vendor may offer greater discounts on large quantity orders.

**Assisting Dealers:**

Awarded Manufacturer(s) must provide a listing of approved assisting dealers, if any, upon award. Delivery statewide should be considered when selecting dealer(s).

**Requested information:**

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

**Questions:**

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All Questions must be submitted through the VSS portal under the Q&A List tab before January 21, 2019 by 5:00 p.m. CT.

**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.

**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 20<sup>th</sup>

January, February, March – Due by April 20<sup>th</sup>

April, May, June – Due by July 20<sup>th</sup>

July, August, September – Due by October 20<sup>th</sup>

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

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## General

Files furnished must:

- Meet or exceed the requirements of ANSI/BIFMA X5.9 for lateral files or X5.3 for vertical files as applicable.
- Be new and in first-class condition
- Currently be offered as standard by an established manufacturer.
- Be complete with all equipment and options normally furnished by the manufacturer and customarily used in file operations
- Have no exposed raw metal edges which might cause personal injury or damage to physical facility.
- Contain only corrosion-resistant nuts, bolts, screws or other fastening devices. The use of paint or lacquer as the sole corrosion inhibitor is unacceptable.
- Be properly cleaned and primed for protection against rust and corrosion prior to being painted with baked enamel paint. The finish shall be smooth and uniform, with no runs, wrinkles, or embedded foreign particles.
- Have durable, polished, corrosion-resistant face hardware.
- Contain locks that control the locking of all cabinet compartments. When the locking mechanism is activated, it shall hold all drawers/doors positively locked and secured against any forward tilting of cabinet or hand pressure applied to the drawers/doors simultaneously by the activation of lock bars located on either side of the cabinet., thus securing both sides of each drawer/door. Locks will be keyed at random unless the user specifies that they be keyed alike at no extra charge. Locks: Two (2) keys will be furnished with each cabinet. Master Keys will be furnished upon request. Locks must have removeable lock core.
- Not tilt or deviate from a true vertical state.
- Contain only sound, non-porous welds. Exterior welds shall be smooth and interior welds shall have no sharp edges or rough surfaces. Welds, rivets, and braces shall assure rigidity, strength and proper alignment.
- Be guaranteed against defects in materials, workmanship and performance under normal use for a period of no less than ten (10) years from date of installation. Suspension shall carry a lifetime warranty. Cabinets with defects are to be repaired or replaced at no cost to the state.