

**Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003**

**The State of Utah
Division of Purchasing and General Services**

And



REQUEST FOR PROPOSAL

For

Multi-State Contract for

**Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies**

Request for Proposal Number LT11003

Release Date: March 2, 2011

Deadline for Submission and Opening Date and Time: May 12, 2011 3:00 P.M. (MDT)

For additional information, please contact:

Larry Thacker, Purchasing Manager

lthacker@utah.gov

REVISED EDITION AS OF April 25, 2011

**Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003**

TABLE OF CONTENTS

1.	Overview of Project.....	Page 3
2.	Acronyms/Definitions.....	Page 4
3.	Scope of Work.....	Page 6
4.	Evaluation Criteria.....	Page 8
5.	Company Background and References.....	Page 11
6.	Payment.....	Page 12
7.	Submittal Instructions.....	Page 12
8.	Evaluation and Award Process.....	Page 16
Attachment A:	WSCA Overview.....	Page 17
Attachment B:	Reference Questionnaire.....	Page 18
Attachment C:	States Intent to Participate.....	Page 21
Attachment D:	WSCA Terms and Conditions.....	Page 22
Attachment E:	State of Utah Terms and Conditions.....	Page 28
Attachment F:	State of Connecticut Unique Provisions.....	Page 32
Attachment G:	Pre-Proposal Conference Information.....	Page 39

**Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003**

**Walk-In Building Supplies and related material/Walk-In Carpentry
Supplies/Walk-In Home Improvement Supplies**

1. OVERVIEW OF PROJECT

The State of Utah, Division of Purchasing and General Services on behalf of the Western State Contracting Alliance (WSCA) is seeking an offeror or offerors to provide: Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home Improvement Supplies. Please see Attachment A for an overview of WSCA.

This procurement contemplates a multi-state scope and may result in more than one award. This procurement is not intended to replace or supersede any state contract(s) that include related products, but merely to provide for small purchases of supplies related to building material, carpentry and home improvement. In determining an award, factors considered will include but not be limited to: pricing; scope of geographical location of retail outlets; the States' judgments concerning the offerors capability to meet the demand within the geographical area proposed; the quality and availability of recycled or environmentally friendly commodities; the ability to provide point of sale discounts, and related item purchase history reporting; the favorability of the terms under which the offeror will do business; and the offerors capabilities and characteristics judged to provide additional value or administrative cost savings to the Participating States.

While the primary purpose of this solicitation is to select a offeror(s) who can provide the supplies and service for all Participating States, offerors are permitted to respond for more limited geographical areas, however not less than one Participating State. Offerors must clearly describe the geographical limits (e.g. by state name) if proposing a geographical area less than that of all Participating States. However, if an offeror elects to submit a proposal for a limited geographical area the offeror must be willing to service the entire state(s) within that geographical area. The offeror(s) may add additional states to the contract at a later date following the award if mutually agreed upon by the offeror(s) and WSCA. Please note that this does not guarantee that additional states added at this later date will automatically sign a Participating Addendum.

A Participating State may evaluate and select an offeror for award in more limited geographical area where judged to be in the best interest of the State involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home Improvement Supplies
Solicitation Number LT11003

WSCA and the Participating States reserve the right to competitively solicit additional sources for commodities during the contract terms, where deemed to be in the best interest of the states(s) involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity or not participate in the award if deemed to not be in the best interests of that Participating State.

All pricing listed shall be ceiling prices with the option for the Participating States or Offeror to negotiate a more favorable discount for large orders, closeout items, or other special circumstances.

The purpose of this contract will be for Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home Improvement Supplies. Participating States reserve the right to limit the dollar amount spent or commodity range available deemed to be within their best interest. Participating States reserves the right to lift those restrictions at any time during emergency, disaster, or other situations deemed necessary by the Participating State.

Use of any resultant contract(s) is permissive.

2. ACRONYMS/DEFINITIONS

For the purpose of this RFP, the following acronyms/definitions will be used:

Awarded Offeror	The organization that is awarded and has an approved contract with WSCA for the commodities and services identified in this RFP.
End User	Any employee or other person authorized by the Participating State to use this contract.
May	Indicates something that is not mandatory but permissible.
Offeror	An organization submitting a response to the Request for Proposal.
Participating Addendum	A bilateral agreement executed by the Offeror and a Participating State that clarifies the operation of the award(s) for the state concerned.
Participating State	A member of WSCA who has indicated its intent to participate by signing an intent to Contract, or who subsequently signs a Participating Addendum where required, or another state authorized by WSCA to be

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

Party to the resulting award(s) through execution of a Participating Addendum.

Proprietary Information	Any trade secret or confidential business information that is contained in a RFP submitted on a particular contract.
RFP	Request for Proposal
Shall/Must/Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a RFP as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, WSCA may at its sole option, ask the Offeror to provide the information or evaluate the RFP without the information.
Sourcing Team	A committee established of representatives from the Participating States to develop, evaluate and assist in the implementation and maintenance of contracts resulting from this Request for Proposal.
WSCA	Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, universities, school districts, cities, counties, towns, special services districts, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

3. SCOPE OF WORK

3.1 Pricing

The pricing will be a percentage off the current retail price at the time of purchase for all items available. If the item purchased is on sale or under another promotional term WSCA will expect to receive the lower of the two prices at the time of purchase. The percentage off will remain constant during the duration of the contract and all renewals. Sales tax or other fees shall be determined by the Participating State in the Participating Addendum.

3.2 Orders

Orders resulting from this contract will be initiated by the end user with the awarded offeror(s). The offeror must generate an invoice with the correct retail price and the appropriate percentage off amount listed. The offeror must be willing to accept the various purchasing cards of the Participating States as payment without extra charges or fees. The end user may also choose account billing with the awarded offeror. These details may be negotiated with the Participating States participating addendum.

3.3 Administrative Fee

The awarded offeror will remit to WSCA a contract administration fee in the amount of one-half of one percent (.5%) of the total sales from this contract.

3.3.1 The pricing listed on the proposal shall include the WSCA administrative fee. **ADMINISTRATIVE FEES SHALL NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.**

3.3.2 A statement verifying the total sales amount for all Participating States must accompany the remittance. This remittance is due to WSCA no later than 45 days after the last day of each calendar quarter.

3.3.3 In addition to the WSCA contract administration fee as stated above, some Participating States may also require an administrative fee. Specific State Administrative Fees may be added to the price of each item. This remittance is due to the

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

individual state no later than 45 days after the last day of each calendar quarter.

3.4 Estimated Purchases

This is a new solicitation with no data for past usage. Please refer to attachment C for the states that have indicated their intent to participate. Some states indicated estimated usage.

3.5 Contract Length

The contract period shall be for an initial three (3) years with the option to extend for one (1) additional three (3) year term provided:
There are no changes in terms;
The offeror(s) agree to the extension; and
The extension is in the best interest of WSCA and the Participating States.

3.6 Contract Participants

Apart from the Lead State of Utah conducting the solicitation, the States indicated in attachment C have signified their intent to enter into a contract. This Intent to Participate is not binding. Other states may use the awards based on this solicitation at any time during the contact period.

3.7 Participating Addendums

A Participating Addendum must be executed by any State that decides to adopt a WSCA contract.

A Participating Addendum shall be executed for each offeror by the individual State desiring to use their contract.

Additional States may be added with the consent of the offeror and the WSCA through execution of Participating Addendums.

A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their state.

The Participating State and the Offeror shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

States are not mandated to sign a Participating Addendum with all awarded Offerors.

4. EVALUATION CRITERIA

4.1 Pricing

Percentage Off Retail Price by Category

Building Material (lumber, plywood, roofing, cement, masonry etc.)

Hardware

Electrical (wire, boxes, conduit, etc.)

Millwork (doors and windows)

Paint (including sundry items such as brushes, rollers, etc.)

Lighting (fixtures)

Lawn and Garden (plants, landscaping, etc.)

Plumbing (pipe, fittings, etc.)

Hand Tools

Power Tools

HVAC (duct work, filters, etc.)

Flooring

Kitchen (cabinets etc.)

Appliances

Bath Fixtures (sinks, toilets, faucets, showers, etc.)

Outdoor Power (lawnmowers, trimmers, blowers, etc.)

Miscellaneous

**Please respond to pricing according to the instructions on 7.3.1.
Any variance of response contrary to instructions may affect the
ability of the RFP to be considered.**

4.2 Inventory and Store Locations

The purpose of this contract is for walk-in convenience and the purchase of commodities. Please give the number of stores and their locations for each state that has expressed their intent to participate along with the average inventory in dollars carried by each store.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

4.3 Customer Service/Emergency Service

The Awarded Offeror(s) will be expected to offer adequate customer service to the end users.

Explain your customer service policy.

What are the normal operating hours of your retail outlets.

How will you be able to help the end user who may experience an emergency, disaster or other unusual event.

4.4 Contract Management

Describe your strategy for contract management and support for all Participating States.

Who will be your main contact for the overall management of this contract.

WSCA will require reporting for usage of the entire contract. Each Participating State will also require usage reports. Reports will be due on the 15th of the month following the last day of each calendar quarter. There will be no charge or fee for the reports. WSCA and the Participating State will determine what reports are needed. Describe your reporting capabilities.

4.5 Implementation

Implementation of this contract is vital to the Participating States. Describe your implementation program including an estimated time line to include the following points

Describe your implementation plan including all process steps.

The specific information, resources, and assistance the offeror will require from each Participating State for implementation.

Describe how soon from execution of the Participating Addendum to the point that end users will be able to utilize the contract.

Describe your experience when implementing customer relationships of equivalent size and complexity.

Describe how you will set up and maintain the customer base and ensure that each end user will be charged the correct price.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

Describe any customization abilities that you have for the Participating States.

4.6 Purchase Card and Billing

The successful offeror(s) must offer the capability to accept procurement/purchasing cards from the Participating States (usually visa or master card) as acceptable form of payment. Level III reporting is preferred.

Explain in detail the account billing process if procurement/purchase cards are not used.

4.7 Sustainability/Environmental Practices

Sustainability and sound environmental practices are important to the Participating States. Describe your sustainability and environmental practices that you currently have in place. Please include the following:

Describe your environmental practices that are applicable to the items you market. Provide links to your published statements or policies.

Provide a list of products for which you provide end of life take-back and recycling (e.g. fluorescent lamps, batteries, solvents, metals, etc.). List any subcontractors if any you use for these services. List fees or conditions if any for these services.

Describe how the end users can locate and purchase the most environmentally friendly products.

4.8 Storage of Electronic Data

Describe in detail how the electronic information for each Participating State shall be stored. Do you have a dual system as a back up in the unlikely event that the main information storehouse becomes unusable? Provide a general description of security protocol including sales and purchasing card data file security.

4.9 Return Policy

What is your standard return policy?

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

- 4.10 **Small Business, Minority, Women and Disabled Veteran Owned**
Some Participating States may desire to purchase products and services from Emerging Small Business (ESB), Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Disabled Veteran (DV) owned companies. Some Participating States may or may not have an ESB/MBE/WBE/DV program and therefore each Participating State will integrate this desired program into its Participating Addendum, if applicable. In some Participating States to qualify as an ESB/MBE/WBE/DV supplier the listed companies must be registered with either the government or a recognized certifying entity and provide a certificate type and number. Registered ESB/MBE/WBE/DV companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years.

Describe what products or services you have available and how you will track those ESB/MBE/WBE/DV products and services.

Describe how you will make best efforts to increase the number of ESB/MBE/WBE/DV products and services available.

5. COMPANY BACKGROUND AND REFERENCES

- 5.1 **Offerors primary information**
Offeror must provide a company profile. Information provided shall include:

Company ownership (sole proprietor, partnership, etc.).

Incorporated companies must identify the state in which the company is incorporated and the date of incorporation.

Location of company offices and location of the office that will provide contract administration describe in this solicitation.

Company background/history and why the Offeror is qualified to provide to commodities and services describe in this solicitation.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

Length of time the offeror has been providing the commodities and services describe in this solicitation.

Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the offeror in which the offeror has been judge guilty or liable with any Participating State.

Financial information and documentation to be included:

Federal Tax Identification Number

5.2

References

Offeror shall provide a minimum of two (2) references from similar projects performed for private, state and/or large local government clients within the last three years. **Offerors are required to submit Attachment B, Reference Form to the business references they list. The business references must submit the Reference Form directly to the State of Utah, Division of Purchasing and General Services.** It is the offeror responsibility to ensure that the completed forms are received by the State of Utah, Division of Purchasing and General Services on or before the proposal submission deadline for inclusion in the evaluation process. Business references not received, or not complete may adversely affect the offerors evaluation. The State of Utah, Division of Purchasing and General Services may contact any or all business references for validation of information submitted.

6. PAYMENT

6.1 Payment requirements and options for commodities and services will be addressed in the Participating Addendum of each Participating State.

7. SUBMITTAL INSTRUCTIONS

7.1 The deadline for submitting questions is March 22, 2011 at 5:00 PM Mountain Time. All questions are to be submitted in writing through Bid Sync and the answers will be posted on Bid Sync on or about March 29, 2011 at 3:00 PM.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

7.2 RFP Timeline

TASK

RFP release date March 2, 2011

Pre-Proposal Submission Conference March 15, 2011

THIS CONFERENCE IS NOT MANDATORY

Please RSVP to Larry Thacker for this conference by March 11, 2011

lthacker@utah.gov

This conference will be held at:

State of Utah, Division of Purchasing and General Services

Capitol Hill Complex

Room 1112 State Office Building

Salt Lake City, UT 84114

March 15, 2011

1:00 PM – 3:00 PM (MST)

Deadline for question submittal March 22, 2011

Please submit all questions on Bid Sync 5:00 PM (MST)

Answers to questions available on or about March 29, 2011

Closing Date of RFP May 12, 2011

3:00 PM (MDT)

Note these dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

7.3 Request for Proposal submission requirements

7.3.1 Offeror shall submit their response as designated below:

PLEASE MAIL HARDCOPY REPOSSES ONLY. DO NOT RESPOND ON BID SYNC OR WITH ELECTRONIC FILES.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

One (1) original marked "MASTER" along with Two (2) copies send to State of Utah, Division of Purchasing and General Services. **These copies shall include the pricing schedule.**

PLEASE INCLUDE AN ELECTRONIC COPY OF THE MASTER ON A CD.

PRICING SCHEDULE

SEND THE PRICING SCHEDULE TO LARRY THACKER ONLY. PLEASE DO NOT SEND THE PRICING SCHEDULE TO ANY SOURCING TEAM MEMBER.

Building Material (lumber, plywood, roofing, cement, masonry etc)	_____	% Off Retail
Hardware	_____	% Off Retail
Electrical (wire, boxes, conduit, etc.)	_____	% Off Retail
Millwork (doors and windows)	_____	% Off Retail
Paint (including sundry items such as brushes, rollers, etc.)	_____	% Off Retail
Lighting (fixtures)	_____	% Off Retail
Lawn and Garden (plants, landscaping, etc.)	_____	% Off Retail
Plumbing (pipe, fittings, etc.)	_____	% Off Retail
Hand Tools	_____	% Off Retail
Power Tools	_____	% Off Retail
HVAC (duct work, filters, etc.)	_____	% Off Retail
Flooring	_____	% Off Retail
Kitchen (cabinets etc.)	_____	% Off Retail
Appliances	_____	% Off Retail
Bath Fixture (sinks, toilets, faucets, showers, etc.)	_____	% Off Retail
Outdoor Power (lawnmowers, trimmers, blowers, etc.)	_____	% Off Retail
Miscellaneous	_____	% Off Retail

State of Utah, Division of Purchasing and General Services
Attention: Larry Thacker
3150 State Office Building
Salt Lake City, UT 84114

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

One (1) copy sent to each sourcing team member listed below:
DO NOT INCLUDE THE PRICING SCHEDULE WITH THESE COPIES.

State of California, Department of General Services
Atten: Mary Anne DeKoning
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Utah Department of Transportation - Procurement
Atten: Denice McCarthy
4501 South 2700 West
Salt Lake City, Utah 84119

Nevada State Purchasing Division
Atten: Heather Moon, Buyer
515 E. Musser Street, Suite 300
Carson City, NV 89701

State of Washington, Office of Procurement
Atten: Dave Scott
210 11th Ave. SW, Room 201
Olympia, WA 98504-1017

Weber State University Purchasing
Atten: Richard Badger, Buyer
1013 University Circle
Ogden, UT 84408-1013

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

8. EVALUATION AND AWARD PROCESS

Proposals shall be evaluated and scored based on the following:

PRICING

Building Material (lumber, plywood, roofing, cement, masonry etc)	150 Points
Hardware	50 Points
Electrical (wire, boxes, conduit, etc.)	30 Points
Millwork (doors and windows)	30 Points
Paint (including sundry items such as brushes, rollers, etc.)	25 Points
Lighting (fixtures)	25 Points
Lawn and Garden (plants, landscaping, etc.)	25 Points
Plumbing (pipe, fittings, etc.)	25 Points
Hand Tools	25 Points
Power Tools	25 Points
HVAC (duct work, filters, etc.)	20 Points
Flooring	15 Points
Kitchen (cabinets etc.)	15 Points
Appliances	10 Points
Bath Fixtures (sinks, toilets, faucets, showers, etc.)	10 Points
Outdoor Power (lawnmowers, trimmers, blowers, etc.)	10 Points
Miscellaneous	10 Points

500 Points Possible

TECHNICAL RESPONSE

Inventory and Store Locations	100 Points
Customer Service / Emergency Service	75 Points
Contract Management	75 Points
Implementation	50 Points
Purchasing Card and Billing	50 Points
Sustainability / Environmental Practices	50 Points
Storage of Electronic Data	25 Points
Return Policy	25 Points
ESB/MBE/WBE/DV Programs	25 Points
References	25 Points

500 Points Possible

TOTAL COMBINED POINTS

1000 Points Possible

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

Attachment A

WSCA Overview

WSCA is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (i.e. colleges, school districts, counties, cities, etc.) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA was formed in October 1993. The purpose of WSCA is to establish the means by which participating states may join together in cooperative multi-state contracting. The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services and sharing among the WSCA participants. WSCA's website can be found at the URL <http://www.aboutwsca.org>.

WSCA uses a "Lead State" model in issuing cooperative solicitations. One WSCA state leads the procurement and establishes a Sourcing Team made up of members of other WSCA States. The lead state issues the solicitation and awards the contracts based on that state's statutory requirements and processes. The Lead State owns and manages the contract(s). Once contracts have been executed by the lead state, other WSCA states may then choose to participate with the awarded contracts. The resulting contracts may also be used by other NASPO states with the authorization from the WSCA directors.

WSCA currently has 138 contracts awarded for 28 different commodities and services. Multiple vendors are typically awarded within a solicited category. The awards are collectively utilized by nearly all 50 states. The 2009 annual spend on the 138 WSCA contracts was nearly \$6 billion. The WSCA member states also manage spend via non-WSCA contracts in the multi-billion dollar range as well.

WSCA contracts have considerable diversity in terms of the end users who utilize the contracts. Contract(s) resulting from a WSCA procurement may be used by State agencies and Institutions of Higher Education as well as the cities, counties, school districts and other political subdivisions within each respective State. The Contract(s) resulting may also be used by other NASPO states with the authorization from the WSCA directors and subject to approval of the individual State Procurement Director and local statutory provisions.

WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central procurement offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO was formally established on January 29, 1947, in Chicago, Illinois. NASPO is an organization through which the member purchasing officials provide leadership in professional public procurement, improve the quality of procurement, exchange information and cooperate to attain greater efficiency, economy, and customer satisfaction. NASPO's website can be found at the URL <http://www.naspo.org>

**Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003**

Attachment B

REFERENCE QUESTIONNAIRE

The State of Utah, as a part of the RFP process, requires offerors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide the assistance in the evaluation process.

The offeror is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Utah, Division of Purchasing of Purchasing and General Services by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.

**Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003**

RFP LT11003 REFERENCE QUESTIONNAIRE

Part A:

(Name of company requesting reference)

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Utah, Division of Purchasing and General Services, via email at lthacker@utah.gov or facsimile at (801)538-3882, Attn: Larry Thacker no later than April 14, 2011 and **must not** be returned to the company requesting the reference.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference: _____

Contact name and title: _____

Contact Telephone number: _____

Contact e-mail address: _____

Questions:

1. In what capacity have you worked with this offeror in the past?

COMMENTS:

2. How would you rate the firm's knowledge and expertise?

_____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

3. How satisfied are you with the products and services provided by the offeror?

_____(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS

4. With which aspect(s) of this offeror's services are you most satisfied?

COMMENTS

5. With which aspect(s) of this offeror's services are you least satisfied?

COMMENTS

6. Would you recommend this offeror's services to your organization again?

COMMENTS

**Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003**

Attachment C

These states have signified their intent to participate in this contract.

State Name	Estimated Annual Usage
Utah	\$ 2,000,000.00
Montana	Unavailable
South Dakota	Unavailable
Hawaii	\$ 2,300,000.00
Louisiana	Unavailable
Nevada	\$ 250,000.00
Connecticut	\$ 1,000,000.00
Vermont	\$ 1,000,000.00
Mississippi	Unavailable
Arizona	Unavailable
Virginia	\$45,000,000.00
North Dakota	\$ 10,000.00
New Mexico	Unavailable
Iowa	\$ 300,000.00
Kentucky	\$ 3,000,000.00
Minnesota	\$ 1,000,000.00
Colorado	\$ 2,000,000.00
California	Unavailable
Nebraska	Unavailable
South Carolina	Unavailable
Alaska	Unavailable

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

Attachment D

Standard Contract Terms and Conditions
Western States Contracting Alliance

Request for Proposal

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposal may be modified or withdrawn, unless done in response to a request for a “Best and Final Offer” from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor’s use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor’s liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. at retail store location with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge. Delivery if desired will be negotiated per each individual order.

WARRANTY: As used herein "Buyer" refers to any WSCA state agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Revision date: June 2009

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

Attachment E

State of Utah Additional Terms and Conditions
For WSCA Participating Addendums

The following terms and conditions will be added to the Participating Addendum for the State of Utah:

- 1) **AUTHORITY:** Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
- 3) **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

4.1 Status Verification System

- A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
- B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

4.2 Indemnity Clause for Status Verification System

- A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

6) **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

7) **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

8) **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

9) **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

10) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

11) **PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

12) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

13) **REPORTS AND FEES:** The Contractor agrees to provide a quarterly administrative fee to the State of Utah in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to 1% of the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractors WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing over in this Addendum and a copy to the Utah reports email address salesreports@utah.gov.

14) **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

15) **HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

16) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

17) **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

18) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

19) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this contract will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

Rev 111710

**Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003**

Attachment F

State of Connecticut, Department of Administrative Services (DAS)

Connecticut Unique Provisions

E-Commerce (Electronic Commerce)

On July 1, 2003, the State of Connecticut began utilizing an internet-based E-Procurement ordering system (PeopleSoft), known as Core-CT. With Core-CT, companies receiving awards from this bid/proposal will receive purchase orders from the State of Connecticut through this system. Companies may be required to provide the State of Connecticut with functional data files including detailed product and pricing information. These files will then be loaded into a catalog on this system for ordering purposes.

For additional detailed information on E-Commerce/Data File Requirements and CoreCT, please go to http://www.das.state.ct.us/Purchase/Info/supplier_kit.asp or contact the Contract Specialist referenced on this bid package.

P-Card (Purchasing Credit Card)

The State of Connecticut uses a purchasing card for order placement and payment in many instances. Suppliers should anticipate that some or all orders issued as a result of this bid may be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user handling fee associated with credit card purchases. Suppliers should only charge to the State of Connecticut's Mastercard when the goods are delivered (physical receipt of goods, at store), or are shipped. Questions regarding the State of Connecticut Purchasing Card Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

Whistleblowing

This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Tangible Personal Property

The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

Consulting Agreements: The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract. (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals

Certification Requirements

Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Request for Proposal, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

- (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.
- (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide: (1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person. (d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals. (e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is November 1, 2006.

Executive Orders

The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

Non-discrimination

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1)The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise,
 - (2) who have the power to direct the management and policies of the enterprise and
 - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n;
- and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;
 - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Insurance

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

- (c) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

Disclosure of Records

The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Sovereign Immunity

The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

Request For Proposal
Walk-In Building Supplies and related material/Walk-In Carpentry Supplies/Walk-In Home
Improvement Supplies
Solicitation Number LT11003

Attachment G

Pre-Proposal Conference – March 15, 2011.

Directions to the State of Utah Capitol Hill Complex from the Salt Lake City International Airport:

From the airport proceed eastbound on I-80.

Follow the road signs and enter the city on 600 South Street.

(Do Not use North Temple Street. The North Temple via dock is under construction and you cannot enter the city on that street).

On 600 South proceed east until you reach State Street.

Turn left onto State Street. You are now heading north.

Proceed north on State Street until you reach the top of the hill. The Capitol Complex will be in front of you.

At the top of the hill turn right and follow the road around to the east side of the complex.

You will find parking on the east side of the complex.

Proceed through the east building into the center courtyard.

Proceed through the courtyard to the north building (State Office Building).

Cross the bridge into the State Office Building. You will actually be entering on the 2nd floor of this building.

Check in with the security guard and then take the elevator down one floor to the 1st floor.

Our meeting will be held in room 1112 just to the south of the elevator as you exit.

The Pre-Proposal conference is **NOT** mandatory.

The conference will be held on Tuesday March 15, 2011 as 1:00 PM Mountain Time.

Please RSVP by March 11, 2011 to Larry Thacker – 801-537-9242 – lthacker@utah.gov

Thank you.