

The State of Utah

Division of Purchasing

In conjunction with

## 

**Request for Proposal**

**Utah Solicitation Number AS21-189**

**NASPO ValuePoint Master Agreement for**

**Walk-in Building Supplies**

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# RFP Administrative Information

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| RFP Title: | Walk-in Building Supplies |
| RFP Project Description:  (See Section 1.1) | The State of Utah in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide building supplies on a walk-in basis. |
| RFP Lead:  (See Section 1.2) | Buyer Name; Ann Schliep  Agency Name: Division of Purchasing  Agency Address: 4315 S 2700 W Floor 3  Taylorsville, UT 84129-2128  Buyer email: aschliep@utah.gov  Buyer Phone: 801-957-7132 |
| Electronic Submission: | Proposals must be submitted electronically via SciQuest/Jaggaer (the Utah Public Procurement Place) here:  <http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>  **Hard copy submissions will not be accepted.**  From the SciQuest/Jaggaer link type “AS21-189” into the search bar, and click the search icon. The “Walk-in Building Supplies” posting will appear. |
| Deadline To Receive Questions: | Refer to dates posted in RFP in SciQuest/Jaggaer. |
| Question & Answers:  (See Section 2.1) | All questions, including those about Terms and Conditions, must be submitted through SciQuest/Jaggaer. Question must be submitted by the question deadline date |
| RFP Closing Date and Time: (See Section 1.3) | Refer to dates posted in RFP in SciQuest/Jaggaer. |
| Term of Contract and Renewals:  (See Attachment A, Section II) | The term of the Contract will be five (5) years. |
| **TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.** | |

**REQUEST FOR PROPOSAL**

**NASPO ValuePoint Walk-in Building Supplies**

**Solicitation #AS21-189**

This Request for Proposals (RFP), having been determined to be the appropriate procurement method to provide the best value to the Lead State, is designed to provide interested Offerors with sufficient basic information to submit proposals. It is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability. This RFP is issued in accordance with State of Utah Procurement Code, Utah Code Annotated (UCA) Chapter 63G-6a, and applicable Rules found in the Utah Administrative Code (UAC). If any provision of this RFP conflicts with the UCA or UAC, the UCA or UAC will take precedence.

# Section 1: NASPO ValuePoint Solicitation - General Information

## 1.1. Purpose

The State of Utah, Division of Purchasing (Lead State) is requesting proposals for Walk-in Building Supplies in collaboration with NASPO ValuePoint and to establish Master Agreements with qualified Offerors both of the corporate size and the local, rural size to propose as varies states will have different needs. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors to provide building supplies on a walk-in basis for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be five (5) years as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (Attachment A).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State’s discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a replacement for the current Master Agreement (MA087) for the State of Utah and NASPO ValuePoint which expires on 7/31/2022.

While the primary purpose of this solicitation is to select Offerors who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program. **Offerors are permitted to submit a Proposal on more limited geographical areas**. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. However, if an Offeror elects to submit a Proposal for a single State the Offeror will not be allowed to add additional States following award or at any time during the term of the contract. **Businesses who meet the requirements of this RFP are encouraged to respond to the RFP even if they are only offering for a particular State coverage.**

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

## 1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Utah, Division of Purchasing is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #AS21-189. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the Single Point of Contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Utah, Division of Purchasing is:

Ann Schliep, Purchasing Agent

State of Utah, Division of Purchasing and General Services

## 1.3 Schedule of Events

Refer to dates posted in RFP in SciQuest/Jaggaer.

## 1.4. Definitions

The following definitions apply to this solicitation. Attachment A also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

**Lead State** means the State conducting this cooperative procurement, evaluation, and award.

**Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.

**Proposer** has the same meaning as Offeror.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.

**Request for Proposal or "RFP**" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

## 1.5. NASPO ValuePoint Background Information

NASPO ValuePoint is the cooperative contracting arm 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. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and Political Subdivisions (i.e., colleges, school districts, counties, cities etc.) and other eligible entities (i.e., Non-Profit Organizations, etc.) for all States, the District of Columbia, and territories of the United States. For more information consult the following websites [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

## 1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Alaska, Hawaii, New Mexico, New Jersey, Ohio, Oregon, South Dakota, Utah, Washington. Other entities may become Participating Entities after award of the Master Agreement.  Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum.  These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement.  The Lead State will not address questions or concerns or negotiate other States’ terms and conditions.  The Participating States shall negotiate these terms and conditions directly with the supplier.  State-specific terms and conditions are included as attachments.

Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

## 1.7. Anticipated Usage

Attachment D contains the historical usage data from the previous contract and anticipated usage from additional states who have indicated an interest in participating. No minimum or maximum level of sales volume is guaranteed or implied.

# Section 2: Solicitation Requirements, Information and Instructions to Offerors

## 2.1 RFP Question and Answer Process

All questions, including those about Terms and Conditions, must be submitted through Jagger (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>) Enter the solicitation number AS21-189 to find the RFP. Questions must be submitted by the question deadline date and time shown in Section 1.3 (Schedule of Events). Answers will be posted via SciQuest/Jaggaer (https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah) site as soon as possible.

The Lead State will refuse to answer questions received after the Question/Answer deadline.

## 2.2 RFP Addenda

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the SciQuest/Jaggaer site (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>) to obtain RFP addenda or other information relating to the RFP.

## 2.3 Proposal Due Date

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.3 of this RFP. Proposals received after the deadline will be late and rejected.

## 2.4 Cancellation of Procurement

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

## 2.5 Governing Laws and Regulations

This procurement is conducted by the Lead State, Division of Purchasing & General Services, in accordance with the Lead State Procurement Code. These are available at <https://purchasing.utah.gov/>.

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Utah. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section IIIddd of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

## 2.6 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror’s restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint Cooperative Purchasing Program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## 2.7 Proposal Content and Format Requirements

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

**2.8 Proposal Submission Instructions**

By submitting a proposal to this RFP, the Offeror acknowledges and agrees that the requirements, scope of work, and the evaluation process outlined in this RFP are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFP must be addressed within the Q&A period. The Offeror further acknowledges that it has read this RFP. More information regarding submittal requirements are provided within the RFP documents.

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed.

The cost proposal will be evaluated independently from the technical proposal, pursuant to Utah Code Annotated (UCA) § 63G-6a Part 7, and as such, **must** be submitted separate from the technical proposal. Separate, for the purposes of this solicitation, means that a separate document is submitted with the labeling instructions provided in this RFP document. Failure to submit cost or pricing data separately may result in your proposal being judged as non-responsive and ineligible for contract award. For electronic submissions, submitting the cost schedule as a separate document is considered separate.

**Proposals must be received by the posted due date and time posted on SciQuest/Jaggaer (“deadline”).** Proposals received after the deadline will be late and ineligible for consideration. Should there be a difference between the due date and time posted in SciQuest/Jaggaer and the date and time in this document, or elsewhere, the time and date posted in SciQuest/Jaggaer will control.

Proposals shall be submitted electronically through SciQuest/Jaggaer. The Lead State will not accept proposals submitted through any other means. For ease in distributing proposals for evaluation the Lead State must have electronic copies received through SciQuest/Jaggaer only.

**Electronic submission instructions**: When submitting a proposal electronically through SciQuest/Jaggaer, please allow sufficient time to complete the online forms and to upload proposal documents. The RFP will end at the deadline. If an Offeror is in the middle of uploading a proposal when the deadline arrives, the system will stop the upload process and the proposal will not be accepted by SciQuest/Jaggaer, and the attempted submission will be considered late and ineligible for consideration.

Electronic proposals may require uploading of electronic attachments. SciQuest/Jaggaer will accept a wide variety of document types as attachments. However, the Lead State is unable to view certain documents. All documents must be uploaded in SciQuest/Jaggaer as separate files.

## 2.9 Ownership or Disposition of Proposals and other Materials submitted

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the evaluation committee. Materials submitted may be returned only at the State's option.

# Section 3: Evaluation and Award

## 3.1 Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements pro­vided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procure­ment.

## 3.2 Discussions with Offerors – Oral Presentations

The Lead State does not intend to conduct interviews or presentations but the Lead State reserves the right to do so if it is determined to be in the best interest of the Lead State. The Lead State shall establish a date and time for the interviews or presentations and shall notify eligible Offerors of the procedures. Offerors invited to interviews or presentations shall be limited to those Offerors meeting the minimum requirements and minimum technical score threshold specified in the RFP. Representations made by an Offeror during interviews or presentations shall become an addendum to the Offeror's proposal and shall be documented. Representations must be consistent with the Offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the Offeror's proposal. Interviews and presentations will be at the Offeror's expense.

**3.3** **Award of Master Agreement(s)**

Please refer to the RFP in SciQuest/SciQuest/Jaggaer.

**3.4 Notice of Intent to Award**

After a final selection is made, the Lead State will issue an intent- to-award announcement on its electronic procurement system. The Lead State shall, on the next business day after the award of a contract is announced, make available to each Offeror and to the public a written justification statement that includes:

(a) the name of the Offeror to which the contract is awarded and the total score awarded by the evaluation committee to that Offeror;

(b) the justification statement under UCA § 63G-6a-708, and

(c) the total score awarded by the evaluation committee to each Offeror to which the contract is not awarded, without identifying which Offeror received which score.

**3.5 Protest**

Offerors are directed to Utah Code Part 16 and Utah Administrative Code Rule R16 available at <http://le.utah.gov/xcode/Title63G/Chapter6a/63G-6a-S1601.html> <https://rules.utah.gov/publicat/code/r033/r033-016.htm> and for available protest processes.

## 3.6 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State’s judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardees, the Lead State may elect to make no award under this RFP.

**Additional information regarding evaluation and award is found within the RFP on SciQuest/SciQuest/Jaggaer.**

# Section 4: Administrative Requirements

## 4.1 NASPO ValuePoint Master Agreement Statement of Compliance

The NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity’s Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work (Attachment B) and selected portions of the Offeror’s Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offeror will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A.

**4.2.a Insurance**

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity’s state at the prescribed levels set forth in Section XIII of the NASPO ValuePoint Master Agreement Terms and Conditions.

## 4.2.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section V of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section V of the NASPO ValuePoint Master Agreement Terms and Conditions.

Offeror shall identify the person responsible for providing the mandatory usage reports (See Questions Section of the RFP). This information must be kept current during the contract period. Contractor will be required to provide reporting contact within fifteen (15) days of Master Agreement execution.

## 4.2.c Additional Agreement with NASPO

Upon request by NASPO ValuePoint, awarded Offeror shall enter into a direct contractual relationship with NASPO ValuePoint related to Offeror’s obligations to NASPO ValuePoint under the terms of this Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

**4.2.d Promotion of the NASPO ValuePoint Master Agreement**

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint Cooperative Procurement Program. Technical and management evaluation factors may include evaluation of: the likely effectiveness of the Offeror’s promotion of the Master Agreement; the Offeror’s understanding of and approach to administration of and reporting under the Master Agreement; the risk that Offeror’s contractual obligations to other procurement cooperatives’ may impede achievement of the objectives of the ValuePoint cooperative procurement program, in which case awards could be Lead-State-Only awards.

## 4.3 Lead State Terms and Conditions

## Refer to the Lead State Special Terms and Conditions that apply to this solicitation. Offeror shall have read and understand all of the requirements shown in the Lead State Terms and Conditions.

## 4.4 Participating State Terms and Conditions

## For informational purposes only, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offeror shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

Attachments D-Y: Lead State and Additional Participating States’ Terms and Conditions

Some States listed in Section 1.6 may have included special or unique terms and conditions for their state that will govern their state Participating Addendum.  These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement.  The Lead State will not address questions or concerns or negotiate other States’ terms and conditions.  The Participating States shall negotiate these terms and conditions directly with the supplier.  State-specific terms and conditions are included in Attachments.