



**STATEWIDE BUILDING SUPPLIES – MID MISSOURI AREA QVL
CC230252001, CC230252002, AND CC230252003**

Issuance Date: November 1, 2022

Revised Date: August 7, 2023

CONTRACT PERIOD/RENEWAL OPTIONS	
Current Contract Period:	November 1, 2023 through October 31, 2024
Original Contract Period:	November 1, 2022 through October 31, 2023
Available Renewal Period Options:	One (1)
Potential Final Expiration Date:	October 31, 2025

ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION	
Name:	Ashley Hensley
Email:	ashley.hensley@oa.mo.gov
Phone Number:	(573) 751-3331



ORGANIZATION

Statewide Contract History
Contract Information
Instructions and Information
Appendix A – Satisfactory Survey



STATEWIDE CONTRACT HISTORY

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
8/7/23	Changed coop indicator to yes.
5/19/23	Contract extension.
1/5/23	Buyer information updated.
11/30/22	Buyer information updated.
11/01/22	Initial issuance of new statewide contracts.



CONTRACT INFORMATION

CC230252001			
MissouriBUYS SYSTEM ID::		MB00103533	
Contractor Name:		Butler Supply Inc.	
Contractor Address:		<u>Physical</u> 2012 Missouri Blvd. Jefferson City, MO 65109 <u>Remit To</u> PO Box 843020 Kansas City, MO 64184-3020	
Contact Information:		Todd Gerber 800-779-0469 / 573-635-6114 573-635-7716 fax tgerber@butlersupply.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

Additional Vendor Information:

Delivery Hours/Days: 9AM – 3PM, Monday through Friday
 Regular Business Hours: 7AM – 5PM, Monday through Friday

Types of building supplies vendor can provide: Electrical and Plumbing Supplies

No Minimum Order Required for Delivery

Delivery: For Stock Material, 1-3 business days ARO



CC230252002			
MissouriBUYS SYSTEM ID:: MB00110576			
Contractor Name: Mid-City Lumber Co. Ltd.			
Contractor Address: <u>Physical</u> 118 Jaycee Drive Jefferson City, MO 65109 <u>Remit To</u> 4709 Paris Rd. Columbia, MO 65202			
Contact Information: Doug Fowler 573-636-6183 573-636-3794 fax dfowler@midcitylumber.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

Additional Vendor Information:

Delivery Hours/Days: 7AM – 4PM, Monday through Friday
 Regular Business Hours: 7AM – 5PM, Monday through Friday

Types of building supplies vendor can provide: All types related to general construction

No Minimum Order Required for Delivery

Delivery: 1 business day ARO
 **special orders differ on suppliers



CC230252003			
MissouriBUYS SYSTEM ID:: MB00091551			
Contractor Name: Scruggs Guhleman Lumber Company			
Contractor Address: PO Box 104266 1707 Christy Drive Jefferson City, MO 65110-4266			
Contact Information: Beau Waite 573-635-6881 573-635-5687 fax bwaite@scruggslumber.com			
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

Additional Vendor Information:

Delivery Hours/Days: 7:30AM – 4PM, Monday through Friday
Regular Business Hours: 7AM – 5PM, Monday through Friday; 8AM – 12:30PM Saturday

Types of building supplies vendor can provide: lumber, sheet goods, tools, hardware, windows, doors, floor covering, lighting – all manner of building materials

\$10.00 Minimum Order Required for Delivery

Delivery: 1 business day ARO



INSTRUCTIONS AND INFORMATION



1. **PREFERRED USE:** Services are on an as needed, if needed basis. This is as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency requiring the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
2. **QUALIFIED VENDOR LIST UTILIZATION AND REQUIREMENTS:** In order to mitigate a state agency's risk of inadequate supply of building supplies, the awarded QVL contractors shall serve as the primary market supply channel for all state of Missouri agencies in the mid-Missouri area for building supplies in accordance with the provisions and requirements stated herein.

The contractor shall provide lumber and plywood used for framing, sheeting, building walls, floors, etc. All other building supplies shall be defined as material used in the construction of a building such as nails, screws, shingles, tools, and etc.

The contractor shall provide the products on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate products elsewhere.

Additional Contractors: Because the State of Missouri needs multiple contractors to effectively meet the state agency's demand for building supplies, the state reserves the right to issue additional solicitations to add more contractors subsequent to the initial award of contract(s). Qualifying vendors may be added as additional contractors, subject to the same requirements and considerations identified herein regarding award of contract.



3. **QUOTE REQUEST REQUIREMENTS:** Throughout the contract period and as a state agency has needs for building supplies, the state agency will contact the QVL contractors to obtain firm, fixed price quotes for the line items the state agency desires to purchase at that time. The state agency will evaluate the quotes received and issue purchase orders based on which QVL contractor is determined as the lowest priced quote for each line item using the criteria listed in section 4 below.

The state agency may award the quote request by line item unless otherwise specified in the quote request.

The QVL contractor shall understand and agree that all terms and conditions of the contract shall apply to all quotes for products under the contract.

The QVL contractors will be contacted by the state agency via email with the item(s) and the quantities needed for that specific purchase. The QVL contractor shall provide pricing for the requested item(s), and a delivery time for the order by the deadline specified by the state agency in order for the QVL contractor's quoted firm, fixed price to be considered. If awarded the quote, the firm, fixed price quoted for the specific purchase shall be contractually binding with the QVL contractor for that specific order placement and fulfillment.

Pricing: The QVL contractors shall price the specific product(s) based on the requested firm quantity, unit of measure, the mandatory specifications herein, and any additional specifications identified in the quote request. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

All pricing shall include all packing, handling, shipping, and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping.

Missouri Statewide Contract Quarterly Administrative Fee Payment: When quoting pricing, the QVL contractor shall consider the Missouri Quarterly Administrative Fee. The contractor's pricing shall include all applicable costs associated with the provision of the products specified herein, included but not limited to payment of the required administrative fee.



In accordance with the Buy American Act, the QVL contractor must provide proof of compliance with section 34.353, RSMo. Therefore, the state agency will request the QVL contractor to complete and return Attachment 1, Domestic Product Procurement Act (Buy American) Preference, certifying proof of compliance. This document must be thoroughly completed for each price quote.

The State of Missouri reserves the right to cancel the contract of a QVL contractor who consistently fails to respond to a state agency's requests for quotes, responds to the state agency's request for quotes but withdraws their pricing prior to an order being placed, or fails to provide product at the price provided in the quote.

The QVL contractor shall understand that each quote response submitted shall be considered an open record unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. The QVL contractor should NOT include confidential material with their quote response.

4. **QUOTE REQUEST EVALUATION:** The quote shall be awarded to lowest and best QVL contractor defined herein as the specification-compliant QVL contractor who scores the highest number of evaluation points considering:

Cost, including the Missouri Domestic Products Procurement Act preference,

Bonus Preference Points earned for the Organization for the Blind/Sheltered Workshop preference and the Missouri Service-Disabled Veteran Enterprise preference points in the QVL contractor's awarded proposal.

Evaluation of Cost – For each item quoted, the state agency shall determine the lowest priced QVL contractor per line item by performing a cost evaluation in the following manner:

A unit price conversion will be done to fairly evaluate quoted prices. However, the unit of measure proposed will be the unit of measure awarded. QVL contractors are encouraged to contact the state agency prior to submission of their quote response to discuss anticipated unit modifications. The QVL contractor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the quote response for that line item if the unit of



measure modification is not deemed appropriate or in the best interests of the State of Missouri.

The firm, fixed unit price submitted for each line item shall be multiplied by the respective requested firm quantity stated in the request for quote to determine the total cost per line item plus any application of the Domestic Product Act (Buy American) Preference as detailed below.

Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the QVL contractor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

QVL contractors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over QVL contractors whose products do not qualify.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

If the QVL contractor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a purchase order.

If the lowest priced QVL contractor qualifies as American-made or in the event all of the QVL contractors or none of the QVL contractors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced QVL contractor does not qualify for the Buy American Preference but other QVL contractors do qualify, then the low QVL contractor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.



If any products and/or services offered are being manufactured or performed at sites outside the United States, the QVL contractor MUST disclose such fact and provide details with the solicitation.

Upon determination of each QVL contractor’s total cost for the specified line item, cost points shall be computed from the results of the calculation stated below using a scale of 200 possible points and the following formula:

$\frac{\text{Lowest Responsive QVL Contractor's Price}}{\text{Compared QVL Contractor's Price}}$	X	$\frac{\text{Maximum Cost Points (200 points)}}{\text{Maximum Cost Points (200 points)}}$	=	Assigned Cost points
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For those QVL contractors awarded bonus preference points during the evaluation of RFPC30034902300252, such bonus preference points shall be added to the QVL contractor’s cost evaluation points. The QVL contractor that meets the state agency’s minimum with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best QVL contractor.

In the event all quote responses fail to meet the state agency’s needs, the state agency may reject all responses and cancel the request for quote.

Determination of Specification Compliance: Upon determination of the highest scoring vendor considering cost (as explained above) and the addition of preference points for Organization for the Blind/Sheltered Workshop participation and Missouri Service Disabled Veteran Enterprise participation earned in the QVL contractor’s awarded proposal, the state agency shall determine whether such quote response meets the minimum requirements as stated in the RFP portion of the contract and the state agency’s individual request for quote. In making the specification compliance determination, the state reserves the right to consider the QVL contractor’s quote response, any product sheets, and to request and consider samples.

Samples: The QVL contractor may be required to submit a sample of the product proposed. If notified, such samples must be received within five (5) business days after notification. Samples should be clearly identified with: (1) the QVL contractor’s company name, (2) RFQ number, and (3) item identified. If samples are



needed, the state agency will advise the QVL contractors of the address for submission. Samples shall be submitted at no additional cost to the State of Missouri and will not be returned. A QVL contractor failing to submit samples within five (5) business days after notification from the state agency may be removed from the evaluation process and not considered for award of the purchase order.

The sample submitted must be the exact item quoted and accepted in the state's award notification, and it must conform to the mandatory specifications for the specific line item herein and any additional specifications included in the quote request.

The state agency will document their evaluation justification regarding their award determination of the "lowest and best" quote at the time the quote is awarded.

The state agency will inform all responding QVL contractors of the outcome of the award. Acceptance of the quote, unless otherwise specified, is not authorization to proceed with shipment of products. The state agency must provide authorization to proceed through issuance of a purchase order or specific written authorization to ship.

5. **PURCHASE ORDER REQUIREMENTS BY STATE AGENCY:** The state agency should purchase the items specified in the awarded price quote from the awarded QVL contractor (as determined by section 4 above).

If the QVL contractor cannot provide the awarded items in the price quote, the QVL contractor may be considered in breach of contract and subject to the remedies specified herein.

The state agency shall document each instance of the QVL contractor's inability to provide the awarded items as required. If the QVL contractor continually or consistently is unable to provide the awarded items as required, the Division of Purchasing may elect to cancel the applicable QVL contractor's contract.

If the QVL contractor cannot fulfill the price quote awarded then, the state agency reserves the right to use the next highest scoring QVL contractor (as determined in accordance with section 4 above). The state agency must get prior approval from the Division of Purchasing before using the next highest scoring QVL contractor.



Orders for any awarded item(s) not delivered by the delivery date stated in the request for quote may be cancelled at no cost to the State of Missouri. The state reserves the right to purchase such item(s) elsewhere if deemed necessary. Any additional costs incurred by the state as a result of the QVL contractor's failure to deliver may be the responsibility of the QVL contractor.

Due to fluctuating needs, the State of Missouri reserves the right to change the required quantity of the items specified herein or to cancel such item(s) in its entirety if necessary. In the event of such a change and/or cancellation of an item(s), the QVL contractor will be notified.

6. **GENERAL PERFORMANCE REQUIREMENTS:**

Contractor's Facility: It is desirable the contractor have a store-front facility physically located within the city limits of Jefferson City, Missouri for state agency pick-ups when the state agency deems it appropriate to pick-up rather than have ordered product delivered.

If located within the city limits of Jefferson City, the contractor's facility must contain an accessible store-front to facilitate building supply selection and pick-up by the state agency, if desired.

Customer Service: The QVL contractor must assign a customer service/sales representative to the state agencies.

Ordering: The QVL contractor shall understand and agree no building materials shall be released to the state agency unless signed for with a readable signature by the state agency employee picking up or accepting the order.

The QVL contractor shall understand and agree no orders shall be accepted or delivered without an order number. The order number should be shown on all shipping paper, invoices, etc.

Manufacturer's Warranty: The QVL contractor shall provide, at minimum, the manufacturer's warranty, if any, on all building supplies provided.

Substitutions: The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.



In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.

Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

Replacement of Damaged Product: The contractor shall be responsible for repairing or replacing any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

QVL Contractor Sample Assurance: The QVL contractor shall agree that the product provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein and the awarded quote requirements. Furthermore, if the product has been sample-tested, the QVL contractor shall agree that the same product submitted in accordance with the sample language stated in section 4 herein for sample-testing and which passed sample-testing shall be provided to the state agency for the duration of the contract.

Unless otherwise specified herein, the QVL contractor shall furnish all material, labor, facilities, equipment, and supplies required herein.

Delivery Requirements: Delivery for all items shall be due as indicated on the price quote request by the state agency at the time a price quote request is issued. Failure by the QVL



contractor to deliver according to the specified requirements may result in contract cancellation and suspension from future vendor's list.

The QVL contractor must deliver within a 50-mile radius of Jefferson City, Missouri.

The QVL contractor shall not impose a delivery fee for deliveries within the 50-mile radius of Jefferson City, Missouri.

The QVL contractor and/or the QVL contractor's subcontractor(s) shall deliver products upon receipt of an authorized purchase order or P-card transaction notice for the products the QVL contractor is awarded. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All deliveries must be coordinated with the state agency.

The QVL contractor shall not attempt to make delivery to any facility on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

Invoicing: For each awarded request for quote, the QVL contractor shall submit an itemized invoice to the "bill to" address of the state agency as specified on the purchase order upon delivery of the items. In the event the QVL contractor has been authorized to proceed on more than one request for quote, the QVL contractor must submit separate invoices for each request for quote.

Each QVL contractor invoice must be on the QVL contractor's original descriptive business invoice form. Each invoice must contain a unique invoice number and the remittance address included in the QVL contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the QVL contractor to properly apply state payments to invoices. The QVL contractor must comply with all other invoicing requirements stated in the RFP.

Payments: The QVL contractor shall be paid in accordance with the approved invoice.

The total payments to the QVL contractor shall not exceed the price stated by the QVL contractor and accepted by the state agency as part of the request for quote.



The QVL contractor shall understand that the state agency shall be solely responsible for payment for only those products ordered by the state agency.

Payments shall be made in arrears only.

If a request by the QVL contractor for payment is denied, the state agency will provide the QVL contractor with written notice of the reason(s) for denial.

If the QVL contractor is overpaid by the state agency, upon official notification by the state agency, the QVL contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

Other than the payments specified in the contract, no other payments shall be made to the contractor.

7. **CONTRACT MANAGEMENT:** The state agency should monitor, measure, and manage the contractor's performance of services and delivery of products according to the contractual requirements. Please refer to the Contract Management Guide:
<https://oapurch.state.mo.us/procurementsources.shtm>

In the event your state agency encounters any issues or has any concerns or questions regarding the contract, please contact the Division of Purchasing in writing to the attention of the buyer shown on the front page of this document.

To assist the Division of Purchasing in monitoring the performance of the contractors and ensuring quality services are provided to state agencies, state agencies are strongly encouraged to submit documentation regarding the contract and contractor performance to the Division of Purchasing to the attention of the buyer listed on the front page of this document.

8. **SATISFACTION SURVEY:** Customer service is a top priority. The Division of Purchasing desires to work with state agencies to identify solutions if there are any contract concerns. State agencies are encouraged to complete the Satisfaction Survey, Appendix A, regarding their experience with the contract. Please submit your completed survey to the Division of Purchasing to the attention of the buyer shown on the front page of this document.



Appendix A Satisfaction Survey



This satisfaction survey is provided for users to report good and/or poor contractor performance. Any contract user may complete the survey and return it to the buyer identified on page one of this notice.

Users are advised that serious contractor performance issues should be immediately reported to the buyer identified on page one of this notice.

GENERAL CONTRACT INFORMATION	
Contract Number and Contractor Name	Contract Number: Contractor Name:
Does the contract meet the needs of your state agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If no, please explain:
How could the contract be improved?	

Please complete the following form to document your agency's experience with the contractor.

CONTRACTOR PERFORMANCE	
Do the services provided by the contractor meet the requirements of the contract and as required by your agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If no, please explain:



Appendix A
Satisfaction Survey

Has your agency encountered any problems with the contractor? If so, how would you rate their ability to resolve the problem?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> Please explain:
Describe the responsiveness of the contractor to inquiries.	Please explain:
Describe your overall experience with the contractor.	Please explain:
Other:	Please explain:

SURVEY COMPLETED BY:
Name:
State Agency:
Email:
Date:

Please submit your completed survey to the Division of Purchasing to the attention of the buyer shown on the front page of this document.