

## How to Use the Walk-in Building Supplies and Materials Statewide Contract

<b>Contract #:</b> FAC99	<b>Contract Duration:</b> 04/25/2016 to 07/31/2017
<b>MMARS #:</b> FAC99*	<b>Options to Renew:</b> None
<b>Contract Manager:</b>	Maureen Barends – 617-720-3155 <a href="mailto:maureen.barends@state.ma.us">maureen.barends@state.ma.us</a>

**This contract contain:** Environmentally Preferable Products (EPP)

### UNSPSC:

27-11-00- Hand Tools  
 30-13-00- Structural Building Products  
 30-15-15- Roofing Materials  
 30-18-00- Plumbing Fixtures  
 39-11-16- Special environment fixtures and accessories  
 39-12-00- Electrical equipment and components and supplies

**Last change date:** June 15, 2017

### Contract Summary

This contract offers a variety of residential retail products and services from the awarded vendors, the flexibility to walk in to retail stores around the Commonwealth to pick up parts, and building/carpentry/home improvement supplies and related materials. New to the contract are the limited installation and repair services (not to exceed \$50K) for products and installation, covering installment of items such as cabinets, carpeting, flooring, countertops, and generators.

### Benefits and Cost Savings

- Covers a broad array of products.
- Price quotes – provided on large purchases.
- Volume pricing available on planned and bulk purchases.
- Will-call pickup – save time by calling ahead to have your order ready for pick-up.
- Direct ship to warehouse or job site is available on many products.
- Wide selection of EPPs, energy efficient, water conservation, sustainable forestry, healthy home and clean air.



## Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

### Eligible Entities:

1. Cities, towns, districts, counties and other political subdivisions
2. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies
4. Local public libraries, public school districts and charter schools;
5. Public Hospitals, owned by the Commonwealth;
6. Public institutions of high education
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
9. Other entities when designated in writing by the State Purchasing Agent.

## Pricing and Purchase Options

**Purchase Options:** Purchases made through this contract will be direct, outright purchases. Limited leasing or rental of certain items is allowed.

## Pricing and Buying Details

**Referencing the Statewide Contract:** In order to ensure that you receive all the benefits and savings associated with the statewide contract, please **always reference the statewide contract** and the document number (FAC99) when opening an account or placing an order with a contract vendor.

**No pre-payments:** Contractor must not request any form of pre-payments by the Eligible Entity before the service is rendered. For special projects implemented in phases, by mutual agreement of the Eligible Entity and the Contractor, invoices must be issued after each phase is completed to the Eligible Entity's satisfaction.

## Additional Savings

### Lowe's:

To receive the Prompt Payment Discount with Lowe's, **must** first register their Lowe's Accounts Receivable (LAR) account at [LovesForPros.com/SpecialPrograms](https://LovesForPros.com/SpecialPrograms) and enter 1004 as the applicable affiliation ID. To open a Lowe's Accounts Receivable (LAR) account email [NASPO@lowes.com](mailto:NASPO@lowes.com).

In order to receive Government Contract Savings, users **must:**

- Visit [LovesForPros.com/NASPO](https://LovesForPros.com/NASPO)
- Select Register Now
- Select State
- Select Agency Name
- Select Quantity of you Government Savings Cards



- Enter Contact and Shipping Information

## Negotiation

Entities have the right to negotiate pricing or other aspects of purchases within the scope of the contract, including delivery charges (if any), training, warranty and other provisions.

## Invoicing/Cost Reconciliation

Contractors' invoices must be itemized to reflect contract pricing for each item.

## Returned Goods Policy

The Bidder's returned goods policy must allow for the return of unused products normally stocked by the Contractor, within 90 days of delivery, free of charge including transportation back to the Contractor's facility, in cases when:

- The wrong item was ordered,
- Product that was not ordered was delivered;
- Unopened product is being returned in the same condition as received for any reason;
- Product performance, appearance or other attributes do not meet the Eligible Entity's requirements.

## "Installed Product" Sales

**Construction Law Compliance:** All work performed under this contract must comply with the Massachusetts construction laws. No quote for installed product shall exceed \$50,000. Eligible Entities will be required to issue separate construction solicitations outside of Statewide Contract FAC99 for any projects estimated to cost over \$50,000.

**Contractor Licenses:** The Contractor and its personnel performing work under this contract must possess all the necessary licenses and qualifications required to perform the work required under this contract.

**Safety Policies and Personal Protective Equipment:** The Contractor must ensure that all parties involved in supplying and installing products under this contract observe the applicable safety policies and are trained on safe work practices, job hazards, and applicable Eligible Entity standard operating procedures.

The Contractor is responsible for ensuring the safety of their staff by providing the necessary Personal Protective Equipment (PPE). Whenever required, Contractor staff must wear and have PPE in their possession.

## Purchase of Construction Materials without Labor

**Some purchases** under this contract may fall into the category of Construction Materials without Labor Procurements governed by MGL Chapter 30 Section 39M. To determine whether to use the statewide contract or issue your own procurement under Chapter 30 Section 39M, please follow the following guidelines:



- **The statewide contract should be used if the products are being purchased and/or stocked for:**
  - Use by in-house staff (i.e. no hired labor is used).
  - Multiple projects where hired labor may be used, if the purchase does not limit the pool of installers or other trades persons that can be involved (i.e. the brand of the product being purchased does not limit the pool of installers only to those who are certified by the brand manufacturer). Installation labor must be procured through a separate solicitation in accordance with applicable construction laws.
  
- **The contract may be used (but is not required) for projects with total estimated value of less than \$50,000 in cases of:**
  - A single construction / installation project by a hired installer.
  - Multiple projects where hired labor may be used, if the purchase limits the pool of installers or other trades persons that may be involved (i.e. where the installers are required to be “manufacturer certified,” etc.).

## Summary of Where to Obtain Important Contract Information in COMMBUYS

There are two vendors on this contract and the vendors have been assigned a unique Master Blanket Purchase Order (MBPO) each.

### How to place an order

Contract Users should continue to place orders by contacting the appropriate vendor, or by going to the store to purchase. Orders do not need to be placed through COMMBUYS. The order should be recorded once invoices are received using the RPA Release function.

This contract has RPA Release enabled to allow contract users to capture spend after-the-fact associated with this contract. Contract Managers have carefully selected the contracts that would qualify for RPA Release transactions. Typically this is due to system or process impracticality and/or emergency situations preventing the standard COMMBUYS purchase order processes from being followed to process paper invoices. For more details please consult the COMMBUYS Policy Document.

Once the paper invoice for the goods or services is received by the agency, follow the directions in the [RPA Release Job Aid](#) located at Job Aids for Purchasers when entering the information into COMMBUYS; use below guidance for entering items off of the paper invoice and into a Release Requisition in the “Items” Tab:

1. Follow directions in RPA Release Enabled Requisition Job Aid until you come to the Search field in the “Items tab.”
2. In the “Items” tab Search field, type in the following to get the items: contract description (“FAC99”), and the vendor name.



3. Select the appropriate catalog line
4. Enter accurate invoice numbers in the mandatory Invoice Number field for each item.
5. Attach scanned copies of all records pertaining to order placement (could be an unofficial email quote), the receipt of goods or services, and the final invoice in the "Attachments" section.
6. The final invoice amount should match the Release Requisition total on the Summary tab.

Please see below for the list of contractors:

Contract/Blanket #	Description	Vendor Name
<a href="#">PO-16-1080-OSD03-SRC02-00000007440</a>	FAC99 Walk-in Building Supplies and Materials	Home Depot U.S.A., Inc.
<a href="#">PO-16-1080-OSD03-SRC02-00000007438</a>	FAC99 Walk-in Building Supplies and Materials	Lowe's Home Centers, Inc.



**Where to Find complete FAC99 contract information on COMMBUYS:**

Home Depot U.S.A. Inc.

This contract is a cooperative contract through U.S. Communities with the lead agency of Maricopa County Phoenix, AZ. To find additional information about this contract, please visit U. S. Communities contract website (<http://www.uscommunities.org/suppliers/the-home-depot/> ) and search for Maintenance and Hardware. Once there you may view additional information about the contract, as well as review the original contract RFP, renewal, and amendments. The contract has executed the last 3 - year renewal option, and has been renewed through July 31, 2017.

Lowe’s Home Centers, Inc.:

This contract is a cooperative contract through NASPO ValuePoint with the lead agency of The State of Utah Division of Purchasing and General Services. To find additional information about this contract, please vision NASPO ValuePoint contract website (<http://www.naspovaluepoint.org/#/contract-details/14/overview/general> ) and search for Walk-In Building Supplies. Once there you may view additional information about the contract, as well as review the original contract RFP, renewal, and amendments. The contract has executed the last 2-year renewal option, and has been renewed through July 31, 2017.

**Vendor List and Contact Information**

Vendor	Contact	Phone Number	Email
Home Depot U.S.A., Inc.	Jack Moran	617-538-0404	<a href="mailto:john_f_moran@homedepot.com">john_f_moran@homedepot.com</a>
Home Depot U.S.A, Inc.	Pro Solutions Center	800-292-4208	prosupport@homedepot.com
Lowe's Home Centers, Inc.	Spencer Steedley	704-758-2807	<a href="mailto:spencer.m.steedley@lowes.com">spencer.m.steedley@lowes.com</a>
Lowe's Home Centers, Inc.	Lowe’s Government Sales Team	888-310-7791	<a href="mailto:govmilaccounts@lowes.com">govmilaccounts@lowes.com</a>



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ARLINGTON	AMESBURY	ABINGTON	BARNSTABLE	ACTON	OAKHAM	ASHBURNHAM	AGAWAM	ADAMS	AQUINNAH
BELMONT	ANDOVER	ACUSHNET	BOURNE	ASHLAND	OXFORD	ASHBY	AMHERST	ALFORD	CHILMARK
BOSTON	BEVERLY	ATTLEBORO	BREWSTER	AUBURN	PAXTON	ATHOL	ASHFIELD	BECKET	EDGARTOWN
BRAINTREE	BOXFORD	AVON	CHATHAM	AYER	PEPPERELL	BERNARDSTON	BELCHERTOWN	CHESHIRE	NANTUCKET
BROOKLINE	DANVERS	BERKLEY	DENNIS	BARRE	PETERSHAM	BUCKLAND	BLANDFORD	CLARKSBURG	OAK BLUFFS
BURLINGTON	DRACUT	BRIDGEWATER	EASTHAM	BEDFORD	PRINCETON	CHARLEMONT	BRIMFIELD	DALTON	TISBURY
CAMBRIDGE	ESSEX	BROCKTON	FALMOUTH	BELLINGHAM	RUTLAND	COLRAIN	CHESTER	EGREMONT	WEST TISBURY
CANTON	GEORGETOWN	CARVER	GOSNOLD	BERLIN	SHERBORN	DEERFIELD	CHESTERFIELD	FLORIDA	
CHELSEA	GLOUCESTER	DARTMOUTH	HARWICH	BILLERICA	SHIRLEY	ERVING	CHICOPEE	GREAT BARRINGTON	OTHER ISLAND COMMUNITIES
COHASSET	GROVELAND	DIGHTON	MASHPEE	BLACKSTONE	SHREWSBURY	FITCHBURG	CONWAY	HANCOCK	
DEDHAM	HAMILTON	DUXBURY	ORLEANS	BOLTON	SOUTHBOROUGH	GARDNER	CUMMINGTON	HINSDALE	
DOVER	HAVERTHILL	EAST BRIDGEWATER	PROVINCETOWN	BOXBOROUGH	SOUTHBRIDGE	GILL	EAST LONGMEADOW	LANESBOROUGH	
EVERETT	IPSWICH	EASTON	SANDWICH	BOYLSTON	SPENCER	GREENFIELD	EASTHAMPTON	LEE	
HINGHAM	LAWRENCE	FAIRHAVEN	TRURO	BROOKFIELD	STERLING	HAWLEY	GOSHEN	LENOX	
HOLBROOK	LOWELL	FALL RIVER	WELLFLEET	CARLISLE	STOW	HEATH	GRANBY	MONROE	
HULL	LYNN	FOXBOROUGH	YARMOUTH	CHARLTON	STURBRIDGE	LEOMINSTER	GRANVILLE	MONTEREY	
LEXINGTON	LYNNFIELD	FREETOWN		CHELMSFORD	SUDBURY	LEVERETT	HADLEY	MOUNT WASHINGTON	
LINCOLN	MANCHESTER	HALIFAX		CLINTON	SUTTON	LEYDEN	HAMPDEN	NEW ASHFORD	
MALDEN	MARBLEHEAD	HANOVER		CONCORD	TYNGSBOROUGH	LUNENBURG	HATFIELD	NEW MARLBOROUGH	
MEDFORD	MERRIMAC	HANSON		DOUGLAS	UPTON	MONTAGUE	HOLLAND	NORTH ADAMS	
MELROSE	METHUEN	KINGSTON		DUDLEY	UXBRIDGE	NEW SALEM	HOLYOKE	OTIS	
MILTON	MIDDLETON	LAKEVILLE		DUNSTABLE	WARREN	NORTHFIELD	HUNTINGTON	PERU	
NEEDHAM	NAHANT	MANSFIELD		EAST BROOKFIELD	WAYLAND	ORANGE	LONGMEADOW	PITTSFIELD	
NEWTON	NEWBURY	MARION		FRAMINGHAM	WEBSTER	PELHAM	LUDLOW	RICHMOND	
NORWOOD	NEWBURYPORT	MARSHFIELD		FRANKLIN	WEST BOYLSTON	PHILLIPSTON	MIDDLEFIELD	SANDISFIELD	
QUINCY	NORTH ANDOVER	MATTAPOISETT		GRAFTON	WEST BROOKFIELD	ROWE	MONSON	SAVOY	
RANDOLPH	NORTH ANDOVER	MEDFIELD		GROTON	WESTBOROUGH	ROYALSTON	MONTGOMERY	SHEFFIELD	
REVERE	READING	MIDDLEBOROUGH		HARDWICK	WESTFORD	SHELBURNE	NORTHAMPTON	STOCKBRIDGE	
SAUGUS	READING	NEW BEDFORD		HARVARD	WORCESTER	SHUTESBURY	PALMER	TYRINGHAM	
SOMERVILLE	ROCKPORT	NORFOLK		HOLDEN		SUNDERLAND	PLAINFIELD	WASHINGTON	
STONEHAM	ROWLEY	NORTH ATTLEBOROUGH		HOLLISTON		TEMPLETON	RUSSELL	WEST STOCKBRIDGE	
WAKEFIELD	SALEM	NORTON		HOPEDALE		TOWNSEND	SOUTH HADLEY	WILLIAMSTOWN	
WALTHAM	SALISBURY	NORWELL		HOPKINTON		WARWICK	SOUTHAMPTON	WINDSOR	
WATERTOWN	SWAMPSCOTT	PEMBROKE		HUBBARDSTON		WENDELL	SOUTHWICK		
WELLESLEY	TEWKSBURY	PLAINVILLE		HUDSON		WESTMINSTER	SPRINGFIELD		
WESTON	TOPSFIELD	PLYMOUTH		LANCASTER		WINCHENDON	TOLLAND		
WESTWOOD	WENHAM	PLYMPTON		LEICESTER			WALES		
WEYMOUTH	WEST NEWBURY	RAYNHAM		LITTLETON			WARE		
WILMINGTON		REHOBOTH		MARLBOROUGH			WEST SPRINGFIELD		
WINCHESTER		ROCHESTER		MAYNARD			WESTFIELD		
WINTHROP		ROCKLAND		MEDWAY			WESTHAMPTON		
WOBURN		SCITUATE		MENDON			WHATELY		
		SEEKONK		MILFORD			WILBRAHAM		
		SHARON		MILLBURY			WILLIAMSBURG		
		SOMERSET		MILLIS			WORTHINGTON		
		STOUGHTON		MILLVILLE					
		SWANSEA		NATICK					



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