REQUEST FOR PROPOSALS DOCUMENTS

Contractor – Open Market

SOLICITATION NO.
See Solicitation Tables

Minnesota ezIQC
Indefinite Quantity Construction Contract

202 12th Street Northeast
Staples, MN 56479

Mr. Corey Jensen
ezIQC Contract Administrator
eziqc@sourcewell-mn.gov

October 2018
INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)
Request for Proposals (RFP)

Solicitation Table
Red River Valley Area

<table>
<thead>
<tr>
<th>Solicitation Number</th>
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<th>Bid Due Date and Time</th>
<th>Estimated Annual Value</th>
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<tbody>
<tr>
<td>MN-RRV-GC01-120518</td>
<td>General Construction</td>
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<td>4:30 PM CT 12/05/2018</td>
<td>$2,000,000</td>
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<td>MN-RRV-GC02-120518</td>
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See Section Three (3) for Map and list of Geographical Areas
INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)
Request for Proposals (RFP)

**Solicitation Table**
North Central MN Area

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See Section Three (3) for Map and list of **Geographical Area**
INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)
Request for Proposals (RFP)

Solicitation Table
Iron Range Area

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# INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)

## Request for Proposals (RFP)

### Solicitation Table

**Twin Cities/Metro Area**

<table>
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<tr>
<th>Solicitation Number</th>
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## INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)

Request for Proposals (RFP)

Solicitation Table

**Southwest Minnesota Area**

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INDEFINITE QUANTITY CONSTRUCTION CONTRACT
(IQCC)
Request for Proposals (RFP)

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See Section Three (3) for Map and list of Geographical Area
Proposals for all contracts covered by this solicitation are due by
4:30 P.M. Central Time on December 05, 2018

At the offices of
Sourcewell
202 12th Street Northeast, P.O. Box 219, Staples, MN 56479

Sourcewell formerly known as the National Joint Powers Alliance or NJPA, issues this Request for Proposals (RFP), jointly and on behalf of, and to provide Indefinite Quantity Construction Contracting (IQCC) services to, all current and potential Sourcewell Members including all government agencies, education agencies to include colleges and universities, and non-profit agencies in the State of Minnesota. Each contract has an initial term of one year and bilateral option provision for three additional one-year terms. The Estimated Annual Value per contract is $2,000,000.00. One additional one-year renewal-extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members.

This RFP consist of five Books:

- Book 1: Project Information, and Instructions to Proposers
- Book 2: IQCC Standard Terms and Conditions; General Terms and Conditions
- Book 3: Construction Task Catalog®
- Book 4: Technical Specifications
- Book 5: Request for Proposal Forms

IQCC is a contracting procurement system that provides facility owner’s access to “on-call” contractors to provide immediate construction, repair and renovation services over an extended period of time.

Intending proposers are required to attend a pre-proposal seminar which will be conducted for the purpose of discussing the IQCC procurement system, the contract documents, and request for proposal forms. Attendance at one of the below seminars is a mandatory condition of proposing.

11/06/2018 9:00 AM
DoubleTree by Hilton Hotel Rochester
150 South Broadway
Rochester, MN  55904

11/06/2018 2:00 PM
DoubleTree by Hilton Hotel Minneapolis – Park Place
1500 Park Place Blvd
Minneapolis, MN  55416

11/07/2018 9:00 AM
Homewood Suites by Hilton St Cloud
115 37th Avenue North
Saint Cloud, MN 56303

11/07/2018 2:00 PM
Arrowwood Lodge
6967 Lake Forest Rd.
Baxter, MN  56425

11/08/2018 9:00 AM
Hilton Garden Inn Fargo
4351 17th Ave South
Fargo, ND  58103
Intending proposers can pre-register for the pre-proposal seminar by visiting [www.sourcewell-mn.gov/solicitations](http://www.sourcewell-mn.gov/solicitations).

An electronic copy of the RFP Documents which include the instructions for submitting a proposal and the proposal documents may be obtained by letter of request to Corey Jensen, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by visiting [www.sourcewell-mn.gov/solicitations](http://www.sourcewell-mn.gov/solicitations) selecting the desired solicitation from the open solicitations list and completing the proposal document request form at the bottom of the page. All requests must include: mailing address, email address, contact name, phone number. Upon receipt of the request, Sourcewell will send complete instructions on obtaining the proposal documents electronically. Proposal are due by 4:30 p.m. Central Time on December 05, 2018 and will be opened at 9:00 a.m. Central Time on December 06, 2018. RFP Documents will be available until December 06, 2018.

Direct questions regarding this RFP to: [eziqc@sourcewell-mn.gov](mailto:eziqc@sourcewell-mn.gov)
BOOK 1

Project Information and Instructions to Proposers

SOLICITATION NO.
See Solicitation Tables

Minnesota ezIQC
Indefinite Quantity Construction Contract

Sourcewell
Formerly NJPA

202 12th Street Northeast
Staples, MN 56479

Corey Jensen
ezIQC Contract Administrator
eziqc@sourcewell-mn.gov

October 2018
# BOOK 1

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SECTION ONE - PROJECT INFORMATION

1. DEFINITIONS

1.1 **Sourcewell:** Sourcewell, formerly known as the National Joint Powers Alliance or NJPA, is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minnesota Statutes Section 123A.21 with the authority to develop and offer, among other services, cooperative purchasing and joint purchasing services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations.

1.2 **Joint Exercise of Powers:** Sourcewell cooperatively shares those contracts with its Members nationwide through various joint exercise of powers laws established in Minnesota and applicable laws in other states. The Minnesota joint exercise of powers law, Minnesota Statutes Section 471.59, states “Two or more governmental units . . . may jointly or cooperatively exercise any power common to the contracting parties . . . .” Similar joint exercise of powers laws may exist within each state of the United States. The Minnesota law allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on the website at [www.sourcewell-mn.gov/compliance-legal](http://www.sourcewell-mn.gov/compliance-legal).

1.3 **Sourcewell Members:**

1.3.1 **Potential Sourcewell Members:** Sourcewell membership is open to school districts, cities, counties, and other governmental units, as well as nonpublic school administrative units and nonprofit agencies or organizations, regardless of geographic location. Eligibility and contracting authority are governed by Minnesota Statutes Sections 123A.21 and 471.59.

1.3.2 **Sourcewell Member:** A Sourcewell Member is defined as an entity that has an executed membership agreement with Sourcewell.

1.4 **Purchase Order:** Purchase Orders for construction and services may be executed between Sourcewell or Sourcewell Members and the Contractor pursuant to this RFP and the resulting Agreement.

1.4.1 **Governing Law:** Purchase Orders, as identified above, will be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Sourcewell Member. Each and every provision of law and clause required by law to be included in the Purchase Order will be read and enforced as though it were a part of the contract. In the event a legally required provision is not included, parties may amend the Agreement to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) will be a court of competent jurisdiction to the Sourcewell Member issuing the Purchase Order.

1.4.2 **Additional Terms and Conditions:** Additional terms and conditions to a Purchase Order may be proposed by Sourcewell, Sourcewell Members, or Contractors.
Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things, formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific policy requirements and standard business practices of the issuing Sourcewell Member.

1.5 **Adjustment Factors:** Adjustment Factors are the Contractor’s competitively proposed price adjustments to the Unit Prices as published in the Construction Task Catalog, Book 3. Adjustment Factors are expressed as an increase or decrease from the published Unit Prices.

1.6 **Construction Task Catalog (CTC):** A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price.

1.7 **Agreement:** The written Agreement between the Contractor and Sourcewell covering the Work to be performed; and other Contract Documents incorporated in or referenced in the Agreement and made part thereof as if provided therein.

2. **ABOUT SOURCEWELL**

2.1 Sourcewell is a local government unit, public corporation, and public agency pursuant to the Minnesota Constitution and enabling law Minnesota Statutes Section 123A.21 with the authority to develop and offer, among other services, cooperative and joint purchasing services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations.

2.2 Under the authority of Minnesota Statutes Sections 123A.21, 471.345, 471.59, and 16C.28, Sourcewell facilitates a competitive solicitation and construction contracting process jointly and on behalf of the needs of itself and the needs of current and potential member agencies. This process results in construction contracts with various Vendors of products, equipment, and services which Sourcewell Member agencies desire to procure. These procurement and construction contracts are created in compliance with applicable Minnesota laws. A complete listing of Sourcewell cooperative procurement contracts can be found at [www.sourcewell-mn.gov/cooperative-purchasing/contracts-vendor-search](http://www.sourcewell-mn.gov/cooperative-purchasing/contracts-vendor-search).

2.3 Sourcewell is governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell’s Board of Directors call for all proposals, awards all contracts, and hosts those resulting contracts for the benefit of its own and its Members’ use.

2.3.1 **Subject to Approval of the Sourcewell Chief Procurement Officer as Ratified by the Board of Directors:** Sourcewell contracts are awarded by the action of the Sourcewell Chief Procurement Officer and ratified by the Board of Directors. This action is based on the open and competitive solicitation process facilitated by Sourcewell. The evaluation and resulting recommendation is presented to the Chief Procurement Officer by the Sourcewell Proposal Evaluation Committee and ratified by the Board of Directors.

2.4 Sourcewell currently serves over 50,000 members nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of cooperative and joint purchasing throughout the government and
education communities nationally.

3. DEFINED GOALS OF THE RFP

3.1 The goal of this RFP is to establish a group of indefinite quantity construction contracts (IQCC) that Sourcewell and Sourcewell Members may access to complete repair, maintenance and minor new construction Projects at competitively solicited prices. The Contractors will perform an ongoing series of individual Projects for Sourcewell Members at different locations primarily within the designated Geographic Area.

3.2 One of the major benefits to a Proposer is that one response may be prepared to receive a single award that is potentially available to and accessible by many potential buyers from government agencies, education, and non-profit agencies throughout the Geographic Area. The procurement activities of the Sourcewell Proposal Evaluation Committee is limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to Sourcewell Chief Procurement Officer which is later ratified by the Sourcewell Board of Directors. Contracts awarded through Sourcewell are intended to comply with members’ procurement laws to the best extent possible. Sourcewell Members are responsible to ensure that their applicable laws are satisfied. After the award and contract phase, Sourcewell Members can issue Purchase Orders for any amount without the necessity of preparing their own RFP, or gathering necessary quotations. This saves Sourcewell Members time and allows for more economical and efficient purchasing.

4. IQCC OVERVIEW

4.1 IQCC is a competitively solicited indefinite quantity construction contract awarded to Contractors to accomplish the repair, alteration, modernization, rehabilitation, and minor new construction of infrastructure, buildings, structures, or other real property. The Estimated Annual Value is based on the anticipated estimated annual use and the Agreement term is one year with bilateral option terms. The RFP Documents include a Construction Task Catalog (CTC) containing repair and construction Tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices for the direct cost of construction. Once the Agreement is awarded, Sourcewell Members will order Work from the CTC by issuing a Purchase Order against the Agreement.

4.2 Proposers will offer price adjustments (Adjustment Factors) to be applied to the CTC Unit Prices. The Adjustment Factors represent either an increase to (such as 1.1000) or a decrease from (such as 0.9800) the preset Unit Prices. The amount to be paid for the Work ordered will be determined by: multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The CTC and the Contractor’s Adjustment Factors will be incorporated into the awarded Agreement.

4.3 Under IQCC, the Contractor furnishes management, labor, materials, equipment and incidental design support needed to perform the Work.

4.4 As Projects are identified, the Contractor will jointly scope the Work with the Sourcewell Member. The Sourcewell Member will prepare a Detailed Scope of Work and issue a Request for Proposals to the Contractor. The Contractor will then prepare a Proposal
Package for the Project including a Price Proposal, Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. If the Proposal Package is found to be reasonable, the Sourcewell Member will issue a Purchase Order. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor must perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

4.5 Sourcewell, through a formal selection process, awarded a professional service agreement to The Gordian Group (Gordian) for its IQCC program. The system includes Gordian’s proprietary ezIQC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which will be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor’s use, in whole or in part, of Gordian’s IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Agreement for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following Gordian IQCC System License:

**IQCC System License**

Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian’s contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian’s proprietary IQCC System and related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of executing Contractor’s responsibilities to Sourcewell and Sourcewell Members under this Agreement (“Limited Purpose”). The Contractor hereby agrees that Proprietary Information will include, but is not limited to Gordian’s IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian’s contract with Sourcewell expires or terminates, this IQCC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and must at all times maintain complete
confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney’s fees.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Sourcewell Member, this IQCC System License will take precedence.

4.6 The Sourcewell Member (or the Sourcewell Member Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Sourcewell Member in developing a final scope of work. The Sourcewell Member will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian’s IQCC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Sourcewell Member with Price Proposal review, and if the Price Proposal is found to be reasonable, the Sourcewell Member will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

4.7 The Contractor must, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

4.8 The Contractor must, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell of each Invoice by forwarding a copy of the Invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

5. GEOGRAPHIC AREAS

Sourcewell solicits proposals for separate Agreements for each of the various Geographic Areas as shown on Exhibit A. This solicitation is for the Geographic Area(s) as specified in this RFP. Sourcewell uses the Geographical Area for proposal purposes. Contractors may perform work for Sourcewell Members located outside the defined Geographical Area upon award.
6. **THE RFP DOCUMENTS**

The RFP Documents consist of five Books:

- **Book 1:** Project Information, and Instructions to Proposers
- **Book 2:** IQCC Standard Terms and Conditions; General Terms and Conditions
- **Book 3:** Construction Task Catalog
- **Book 4:** Technical Specifications
- **Book 5:** Request for Proposal Forms

7. **EVALUATION OF PROPOSERS**

7.1 Only proposals from firms normally engaged in performing the type of work specified within the RFP Documents will be considered. Proposer must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to a Sourcewell Member (as solely determined by Sourcewell).

7.2 In determining a Proposer’s responsibility and ability to perform the Agreement, Sourcewell has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer.

7.3 The Sourcewell Evaluation Committee will evaluate for acceptability the factors and sub-factors described below:

- **Factor 1** – Responsiveness (pass/fail)
- **Factor 2** – Technical Qualifications (acceptable/unacceptable)
  - Sub-factor 1: Individual qualifications of the contractor’s key personnel
  - Sub-factor 2: The Contractor’s demonstrated ability to prepare the scope of work as described in Section 4.6 above
  - Sub-factor 3: The Financial Capability of the Contractor
  - Sub-factor 4: Marketing Plan
- **Factor 3** – Past Performance (acceptable/unacceptable)
  - The Contractor’s past Public Project Experience (10 Projects)
- **Factor 4** - Price (to be reviewed after Technical qualifications and Past Performance)

7.3 Proposer must possess documentation evidencing compliance with applicable licensing requirements.

7.4 Proposer must have a fully functioning office within the State of Minnesota or within the North Dakota counties of Cass, Grand Forks, or Traill.

8. **EVALUATION METHODOLOGY**

8.1 **Factor 1 – Responsiveness:** To qualify for evaluation, a proposal must be responsive which means it will have been submitted on time and materially satisfy all mandatory requirements identified in this solicitation. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.
Deviations or exceptions stipulated in proposer’s response, while possibly necessary in the view of the Contractor, may result in disqualification. Language to the effect that the Contractor does not consider this solicitation to be part of a contractual obligation will result in that proposal being disqualified by Sourcewell. Proposal submission is defined in Book 1, Section 2, part 8 – Proposal Submission Processes.

8.2 Factor 2 – Technical Acceptability of Management Plan: The proposals must demonstrate a thorough understanding of the requirements as detailed in this RFP and offer complete technical solutions to the requirements found in Book 1 – Project Information and Instructions to Proposers. The proposals will be evaluated for acceptability in accordance with the criteria set forth in this section. The Management Plan must convey to Sourcewell that the proposer possesses adequate technical expertise and experience, sufficient resources, and is able to plan, organize, and use those resources in a coordinated and timely fashion to meet the needs of Sourcewell members. Sourcewell may make a final determination as to the Contractor’s capability to perform based on the proposal as submitted without requesting further information from the Contractor.

Technical Acceptability - The Sourcewell Evaluation Committee will evaluate the Management Plans by assigning ratings of “Acceptable” or “Unacceptable.” The technical factor (as a whole) will be rated “Unacceptable” if any single sub-factor is rated “Unacceptable.” Information on the complete contents of the management plan can be found in Book 1, Section 2, Part 9 - Management plan.

Only those proposals determined to be technically acceptable will be considered for award. The Contractor is reminded that Sourcewell intends to award this solicitation based on the initial proposal, as received, without discussions. However, Sourcewell may hold discussions if necessary.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
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<tbody>
<tr>
<td>Acceptable</td>
<td>Proposal clearly meets the minimum requirements of the solicitation.</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>Proposal does not clearly meet the minimum requirements of the solicitation.</td>
</tr>
</tbody>
</table>

Sub-factor One: Individual qualifications of the Contractor’s key personnel:
The proposal requirements listed in Book 1, Section 2 part 9.4 will be evaluated as follows:

- The qualifications of the Contractor’s key personal will be evaluated to determine whether the proposal demonstrates that they possess adequate technical expertise and experience, to plan, organize, and complete the work in a coordinated and timely fashion to meet the needs of Sourcewell members.

Sub-factor Two: The Contractor’s demonstrated ability to prepare the scope of work as described in Section 4.6 above:
The proposal requirements listed in Book 1, Section 2 part 9.4 will be evaluated as follows:
• Contractor’s demonstrated ability to complete projects on time and with minimal Change Orders.

• Contractor’s demonstrated ability to assist the member in scope of work development. This can be accomplished by explaining in detail your proposed participation in scope development and identifying the personnel who will be responsible for scope of work development.

Sub-Factor Three: The Financial Capability of the Contractor:
• Contractor’s demonstrated financial capability to secure the resources (management, labor, materials, equipment, and incidental design support) necessary to complete the Work.

Sub-factor Four: Marketing Plan:
Sub-factor Four acceptability is met when the submittal clearly demonstrates:
• A Proposer’s willingness and ability to take ownership in and promote the services proposed to be provided.
• A Proposer’s marketing strategy to promote the contract opportunity.

8.3 Factor 3 - Past Performance: Past performance information will only be gathered from Proposer submissions. Only recent and relevant past performance information will be considered to assess how well the Contractor performed on past public projects (municipal, county, state, educational institution, or similar).

Recency is defined as performance less than three years old from the issue date of the RFP. Sourcewell will not consider performance on projects where performance was concluded more than three years prior to the issuance of this RFP.

Relevancy is defined as performance of efforts involving projects that are similar or greater in scope and magnitude that involves similar types and complexities of construction described in this RFP.

Past performance will be rated on an “Acceptable” or “Unacceptable” basis using the following ratings.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>Acceptable</td>
<td>Based on the Contractor’s performance record, Sourcewell has a reasonable expectation that the Contractor will successfully perform the required effort.</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>Based on the Contractor’s performance record, Sourcewell has no reasonable expectation that the Contractor will be able to successfully perform the required effort.</td>
</tr>
</tbody>
</table>
Past Public Project Experience (10 Projects)

- An “acceptable” rating is attained when the submittal clearly demonstrates recent and relevant past public project experience in the manner described within Book 5, Form 5.

8.4 **Factor 4: Price:** A price evaluation will be performed for all proposers in accordance with this section. Proposals will be ranked from lowest to highest price based on the Combined Adjustment Factor as described in Book 5 – Request for Proposal Forms – forms 1 and 2. Technical and past performance evaluations will be performed before any price analysis is conducted.

If a response is determined by Sourcewell to not be technically acceptable or to not have acceptable past performance, then the Sourcewell Evaluation Committee will continue to the next lowest price technically acceptable Proposer with acceptable past performance.

Under the scenarios described above, it is possible that higher priced offers may receive an award if lower priced offers are not technically acceptable or do not have acceptable past performance.

If a wide margin is found in the Adjustment Factors submitted in response to the solicitation; being too high or too low, then the Sourcewell Evaluation Committee may establish a Competitive Range for the solicitation. If it is determined that a Proposer’s Combined Adjustment Factor is too far outside the competitive range, then the Proposer may be removed from consideration. The proposer will be notified that they were determined to be outside the Competitive Range after award of the contracts. Technical and past performance evaluation of a proposer does not ensure inclusion in a competitive range, if one is set.

**Price Considerations:** The pricing criteria used for evaluation are (1) Reasonableness, (2) Balance, and (3) Total Combined Adjustment Factor.

**Reasonableness** – The existence of adequate price competition is expected to support a determination of reasonableness. If adequate price competition is not obtained, or if price reasonableness cannot be determined using analysis of the proposed combined adjustment factors, the Sourcewell Evaluation Committee will determine price reasonableness by one of the following methods:

- Comparison of proposed combined adjustment factors to historical combined adjustment factors paid on similar ezIQC contracts.

- Comparison of combined adjustment factors with independent Sourcewell estimates.
Balance – A proposal may be removed from consideration if it is determined that the Proposer has mathematically unbalanced its proposal to gain a competitive advantage. The proposal will be considered unbalanced if any Adjustment Factors found to not cover the contractor’s reasonable actual cost. Those costs would include a reasonable prorated share of its anticipated profit, overhead cost, and other indirect costs that the proposer anticipates for the performance of the Work as determined by the Sourcewell Evaluation Committee. Proposers that are determined to be unbalanced may be rejected if the lack of balance within the adjustment factors poses an unacceptable risk to Sourcewell Members.

Combined Adjustment Factor - The combined adjustment factor is prepared by the Contractor using the Construction Task Catalog, and Forms 1 and 2 found in Book 5. This is the Contractor's competitively proposed price adjustment to include the Sourcewell Administrative Fee, and the Unit Prices as published in the Construction Task Catalog, Book 3. Adjustment Factors are expressed as an increase to or decrease from the published prices.

9. AWARD

9.1 An Award of Contract will be made by the Sourcewell Chief Procurement Officer and ratified by the Board of Director based on the recommendation of the Sourcewell Proposal Evaluation Committee jointly and on behalf of its current and future Sourcewell Members. The Evaluation Committee will use criteria as permitted in Minnesota Statutes Section 16C.28, which requires that the award be made to the contractor(s) offering the best value, taking into account the project specifications estimated within a geographic region, attainment of an acceptable or passing evaluations on Factors 1 – 3, and the Combined Adjustment Factor as shown on Proposal Form 1.

9.2 It is the intent of Sourcewell to award each Agreement to responsive Proposer(s) offering the best value based on Minnesota Statutes Section 16C.28 including the Combined Adjustment Factor as shown on Request for Proposal Form 1, provided however, no Proposer will be awarded more than one same scope Agreement within a geographic area. In the event a Proposer with acceptable or passing evaluations on Factors 1 – 3 submits the lowest Combined Adjustment Factor on more than one RFP under this Solicitation, Sourcewell will determine which Agreement will be awarded to which Proposer based on the combination of proposals resulting in the best value to the Sourcewell Members. Sourcewell will have the right to waive any informality or irregularity in any Proposer’s Response received and to accept the Proposer’s Response(s), which in its judgment, is (are) in the best interests of Sourcewell and Sourcewell Members. Sourcewell reserves the right to reject all Responses and advertise again if, in Sourcewell’s opinion, the received proposals do not meet the minimum needs and expectations of the Sourcewell current and qualifying members. Sourcewell reserves the right to award additional Agreements from this solicitation for a period of 180 Days (or longer, if mutually agreeable to both the Proposer and Sourcewell).

9.3 Additionally, the Proposer is required to submit a Management Plan, see Article 9, Section Two Instructions to Proposers. The Proposer’s Management Plan will provide Sourcewell information to gauge the acceptability of the technical capabilities of the Proposer.
9.4 A Proposer will not be awarded more than one same scope Agreement within any Geographic Area.

9.5 Competitive Range Determination - if a wide margin is found in the Adjustment Factors submitted in response to the solicitation; being too high or too low, then the Sourcewell Proposal Evaluation Committee may establish a Competitive Range for the solicitation. If it is determined that a Proposer’s Combined Adjustment Factor is too far outside the Competitive Range, then the Proposer can be removed from consideration. The Proposer must be notified that they were determined to be outside the Competitive Range after award of the contracts. Technical and past performance evaluation of a Proposer does not ensure inclusion in a competitive range, if one is set.

9.6 Unbalancing of Price Proposals – A proposal may be removed from consideration if it is determined that the Proposer has mathematically unbalanced its price proposal to gain a competitive advantage. The proposal will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractors reasonable actual cost. Those costs would include a reasonable prorated share of its anticipated profit, overhead cost, and other indirect costs that the Proposer anticipates for the performance of the work as determined by the Sourcewell Proposal Evaluation Committee. Proposers that are determined to be unbalanced may be rejected if the lack of balance within the adjustment factors poses an unacceptable risk to Sourcewell Members.

9.7 The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.

10. ASSIGNMENT OF WORK

10.1 If multiple awards are made, the assignment of the Work is at the sole discretion of the Sourcewell Member. The Contractor's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.

10.2 BidSafe: Sourcewell may issue a Request for Quotation (RFQ) to two or more Contractors for a Work Order. Selection of the Contractor and award of the Work Order will be in compliance with established Sourcewell procedures.

10.3 Sourcewell reserves the right to utilize Bid Safe on a Work Order by Work Order basis.

10.4 Sourcewell will consider several factors when determining the applicability of Bid Safe to a Work Order including, but not limited to, the following:

10.4.1 Estimated Work Order Amount;

10.4.2 Scope documentation, including but not limited A/E design;

10.4.3 Nature and complexity of the Work;

10.4.4 Contractors’ abilities to self-perform the Work;

10.4.5 Contractors’ proven capabilities on similar Work;

10.4.6 Schedule; and;

10.4.7 Other appropriate criteria as deemed in the best interest of the Sourcewell Member.

10.5 The Detailed Scope of Work will be developed by the Sourcewell Member personnel and
included with the RFQ.

10.6 Sourcewell may conduct one or more site visits with all contractors designated to Receive the RFQ.

10.7 All contractors that receive the RFQ will have the opportunity to submit requests for information. Should Sourcewell choose to respond to any or all of the requests for information, the responses, and any changes to the RFQ, will be provided in an addendum to all contractors designated to receive the RFQ.

10.8 The Contractor will utilize the Bid Safe application in the eGordian software to provide a Not to Exceed Offer (NTE Offer), along with any additional requested documentation, in response to the RFQ.

10.9 Sourcewell will issue a Request for Proposal to the Contractor submitting the NTE Offer that provides the best value to the Sourcewell Member based on, but not limited to, price and any technical factors considered.

10.10 The NTE Offer is valid for 120 Days from the date of opening unless stated otherwise in the Detailed Scope of Work.

10.11 The Contractor that receives a Request for Proposal will submit a Price Proposal to Sourcewell. Provided that any necessary Price Proposal modifications are completed in a timely and thorough manner, Sourcewell will deliver a Work Order Proposal Package for the Sourcewell Member's consideration.

10.12 The Work Order Amount shall be equal to the lessor of the NTE Offer and the Price Proposal amount.

10.13 Where the NTE Offer is less than the Price Proposal, the difference between the NTE Offer and Price Proposal shall be deemed a discount offered by the Contractor. The discount amount shall be a percent-based discount that will be calculated by the following equation:

\[
\text{Percent Discount} = \frac{(\text{Price Proposal Amount} - \text{NTE Offer})}{\text{Price Proposal Amount}}
\]

The discount shall be applied to subsequent Work Orders (additions or deletions) required to complete the Work, provided the Work Order contains materials, equipment and tasks that are similar in nature to the original Detailed Scope of Work.

10.14 If Sourcewell exercises its right to award a Work Order utilizing Bid Safe, collaboration between Contractors is specifically prohibited. Contractor collaboration undermines competition, and evidence of such will be considered a material breach of this Contract and grounds for termination for cause.

11. ORDER OF PRECEDENCE OF THE COMPONENTS OF THE CONTRACT DOCUMENTS

The order of precedence of the Contract Documents will be as follows:
- Purchase Order which may include Plans, Drawings and supplemental Technical Specifications
- Standard Specifications of the Sourcewell Member, city, state or federal government, if any
- Agreement
- Addenda, if any
- Book 2 – IQCC Standard Terms and Conditions
- Book 2 – General Terms and Conditions
- Book 3 – Construction Task Catalog
- Book 4 – Technical Specifications
- Book 5 – Request for Proposal Forms
- Book 1 – Instruction to Proposers

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SECTION TWO - INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION

1.1 The following instructions are given for the purpose of guiding a Proposer in properly preparing its proposal. Such instructions are part of the RFP Documents, and strict compliance is required with all the provisions contained in the instructions.

1.2 Examination of RFP Documents

1.2.1 It is the responsibility of each Proposer before submitting a Proposal, to:

1.2.1.1 Examine the RFP Documents thoroughly,

1.2.1.2 Take into account federal, State and local laws, regulations, ordinances, and applicable procurement codes that may affect costs, progress, performance, and furnishing of the Work, or award,

1.2.1.3 Study and carefully correlate Proposer’s observations with the RFP Documents, and

1.2.1.4 Carefully review the RFP Documents and notify Sourcewell of all conflicts, errors or discrepancies in the RFP Documents of which Proposer knows or reasonably should have known.

1.3 The submission of a Proposal will constitute an incontrovertible representation by proposer that Proposer has complied with the above requirements and that without exception, the Proposal is premised upon performing and furnishing the Work required by the RFP Documents and that the RFP Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. SOLICITATION OF RFP

Sealed and properly identified proposals entitled “INDEFINITE QUANTITY CONSTRUCTION CONTRACT” will be received and time stamped at Sourcewell Offices, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 by the deadline for receipt of, and opening of proposals as specified in the Request for Proposals. Proposals will be for the provision of Indefinite Quantity Construction Contract services for both Sourcewell and Sourcewell Members, and all government and education agencies to include colleges and universities. At the Opening, a Representative from the Sourcewell Proposal Evaluation Committee will then read the Proposer’s names aloud. The Award and resulting Agreement may be awarded within the timeframe identified in this RFP. To receive a complete copy of these RFP Documents, send or communicate all requests to the attention of Corey Jensen 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or by visiting Sourcewell website at www.sourcwell-mn.gov/solicitations selecting the desired solicitation from the open solicitations list and completing the proposal document request form at the bottom of the page. All requests must include mailing address, email address, contact name, and phone number. Upon receipt of the request, Sourcewell will email complete instructions on how to obtain the proposal documents. Complete RFP Documents will be made available electronically. Oral, facsimile, telephone, or other electronic Proposal Submissions or RFP Documents are invalid and will not receive consideration. Direct questions regarding this RFP to Corey Jensen at eziqc@sourcewell-mn.gov.
3. ADVERTISING OF SOLICITATION

3.1 As required by law, **Sourcewell must advertise this solicitation.** It will be posted on Sourcewell’s website, and posted to other third party websites deemed appropriate by Sourcewell. This advertisement is also submitted for posting at individual state levels. Sourcewell will not maintain or communicate to a Proposer’s list. All interested Proposers must respond to the solicitation as a result of an internet web notice or hard copy research of said publication.

3.2 In addition, **Sourcewell must advertise in one or more publications distributed in the geographic area**, including, but not limited to, newspapers and other publications consistent with state law regarding notice of this request for proposal.

4. QUESTIONS

4.1 Submit all questions about this RFP, in writing by email to eziqc@sourcewell-mn.gov prior to **November 20, 2018 at 12:00 P.M. Central Time.** Sourcewell urges potential Proposers to communicate all concerns during the response period to avoid misunderstandings.

4.2 If a question is deemed by Sourcewell to have a material impact on the RFP, the response to the question will become an Addendum to these RFP Documents.

5. PRE-PROPOSAL SEMINAR

A pre-proposal seminar and/or webinar will be held at the places and times listed in the Request for Proposal for the purpose of discussing the IQCC procurement system, the RFP Documents and request for proposal forms. **Attendance at one of the Pre-proposal seminar(s) is mandatory to be deemed responsive.**

6. ADDENDA TO THE RFP DOCUMENTS

Addenda are written instruments issued by Sourcewell that modify or interpret these RFP Documents. All Addenda issued by Sourcewell will become a part of the RFP Documents. Addenda will be delivered to all potential proposers using the same method of delivery of the original RFP material or by email if appropriate. Sourcewell accepts no liability in connection with the delivery of said materials. Copies of Addenda will also be made available on the ezIQC website at [https://bc.gordiancloud.com](https://bc.gordiancloud.com) or the Sourcewell website from [www.sourcewell-mn.gov/solicitations](http://www.sourcewell-mn.gov/solicitations), and from the Sourcewell offices. No Addenda will be issued later than five (5) Days prior to the deadline for receipt of proposals, except an Addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each potential Proposer will ascertain prior to submitting a proposal that it has received all Addenda issued, and the Proposer must acknowledge its receipt in its proposal.

7. PROPOSAL SUBMISSION PROCESS

7.1. **PREPARATION OF THE PROPOSAL RESPONSE**

7.1.1 Proposal package will be submitted as follows:

7.1.1.1 **One (1) original copy of Request for Proposal Forms 1 and 2 MUST be submitted for each Contract Opportunity** for which the Contractor is...
proposing. These request for proposal forms **MUST** be in separate **SEALED Envelopes.** On the outside of each envelope include Company Name, Solicitation Number, and Geographic Area.

7.1.1.2 **Request for Proposal forms 3, 4, 5, 6, 7, 8, 9, 11, 12 and 13**— only need to be submitted once for the **entire package.** As stated below, provide One (1) Original copy of Request for Proposal Forms 3, 4, 5, 6, 7, 8, 9, 11, 12 and 13 in a Tabbed Notebook. On the outside of the Notebook include Company Name, Solicitation Number, and Geographic Area.

7.1.2 Additionally, submit one (1) electronic copy (CD-ROM or USB Flash Drive) of the proposal documents (Request for Proposal Forms 1-13) and scanned copies of signature pages with original signatures The CDs or USB Flash Drives must be labeled with; Solicitation Number, Date, and Proposer’s Name.

7.1.3 All proposals must be on the forms provided. Telephone, electronic mail, or fax proposals will not be considered.

7.1.4 The proposal documents must be submitted with original ink signatures by the person authorized to sign the proposal. The person signing the proposal must initial erasures, interlineations, or other modifications in the proposal document. Failure to properly sign the proposal documents or to make other notations as indicated may result in rejection of the proposal and cause the proposal to be deemed non-responsive.

7.1.5 Mistakes may be corrected prior to proposal opening, but must be initialed by the person signing the proposal documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and Sourcewell.

7.1.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after the deadline for submission of proposals.

### 8. CONTRACTOR’S MANAGEMENT PLAN

8.1 The Proposer is required to submit its plan for management of the contract. The title of the submittal will be "**MANAGEMENT PLAN FOR EXECUTION OF IQCC.**" The Contractor's Management Plan **must be** submitted as part of the Proposer’s proposal documents.

8.2 In addition to the proposal documents and other required submittals, the Contractor’s Management Plan **will be used** by Sourcewell to determine the capability of the Proposer to perform the contract. Therefore, the Proposer should take great care in the preparation of the Management Plan.

8.3 The Proposer may be determined non-responsive for failure to submit the Contractor’s Management Plan and/or failure to adequately address the issues below to the satisfaction of Sourcewell may result in an evaluation finding of unacceptable.

8.4 The Contractor’s Management Plan must include as a minimum the following information and organized specifically as shown below:
1. State the number of years the company has been in the construction industry, the type of work the company self-performs, and the type of work the company typically subcontracts.

2. The awarded Contractor must have the capacity and capability to perform multiple projects at multiple locations simultaneously. Demonstrate this capacity and capability by providing 10 projects that meet the following information for each project between $25,000 to $500,000 completed in the last three (3) years: Submit Proposal Form 5 for each Project.
   a. Project title
   b. Geographic location
   c. Owner name and contact (title, address, email and phone number)
   d. Project amount
   e. Estimated Project duration, start and finish dates
   f. Actual Project duration, start and finish dates.
   g. Project size in dollars
   h. Provide a brief description of the Scope of Work.

3. Provide a narrative description of how the Contractor proposes to execute the Work assigned under this Contract, including but not limited to:
   a. the Contractor’s general understanding of the IQCC procurement system including its assessment of any of the articles of the General Conditions it deems critical to the operations and management of the contract.
   b. The Contractor is expected to participate in the development and documentation of the Detail Scope of Work for each Purchase Order. Explain in detail the proposed participation and the specific qualities of personnel that will add benefit to this process.
   c. Provide an approach to the expeditious close out of Projects, correction of unacceptable Work, and punch list procedures.
   d. The Contractor is expected to assist Sourcewell in the marketing of the IQCC services under the ezIQC brand. Provide a specific sales and marketing plan including the strategy for sales and marketing, the personnel and their qualifications for sales and marketing, and the frequency and duration of the efforts. Additionally, the Contractor is expected to market to potential Sourcewell Members. Describe the plan to accomplish this.
   e. For contractors that held a previous ezIQC contract, describe how it was marketed and sold the contract and provide a list of accomplishments.
   f. All Work has a minimum warranty period of one (1) year. Describe the process for tracking and performing warranty work.
   g. If within the past five (5) years, the Proposer has been lawfully precluded from participating in any public procurement activity with a federal, state or local
government, then the Proposer must provide a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. If applicable the Proposer should describe steps taken to improve and ensure these issues do not continue to be a burden. If the Proposer has held a Sourcewell ezIQC Contract and has requested that the contract be terminated, then the Proposer must provide the reason for the request. Describe on a separate document and if applicable describe steps taken to improve and ensure these issues do not continue to be a burden. Failure to provide this information may be grounds for disqualification.

4. Management Team
   a. Provide an organizational chart.
   b. Describe the responsibilities and duties of each position by indicating who will manage the overall contract, attend Joint Scope Meetings, prepare Proposal Packages, negotiate with subcontractors, supervise construction, and perform administration tasks.
   c. Provide resumes for the key personnel anticipated to be assigned to the contract.
   d. Provide a current list of the number and classification of all full time employees.

9. PROPOSAL PRICING

9.1 Each Proposer must submit five (5) Adjustment Factors to be applied to every task in the CTC. The proposal will be an adjustment “decrease from” (e.g., 0.9800) or “increase to” (e.g., 1.1000 the Unit Prices listed in the CTC. Proposers that submit separate Adjustment Factors for separate line items will be considered non-responsive and its proposals will be rejected.

9.2 The Proposer’s Adjustment Factors must include all of the Proposer’s direct and indirect costs including, but not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, Purchase Order Proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of Book 3 – the CTC for a complete explanation of what is included in the Unit Prices and what is not.

9.3 The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and performed on Projects that require prevailing wage rates.

9.4 The second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours on Projects that require prevailing wage rates.

9.5 The third Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and performed on Projects that do not require prevailing wage rates.

9.6 The fourth Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and performed on Projects that do not require prevailing wage rates.

9.7 The fifth Adjustment Factor is for work tasks not identified in the Construction Task Catalog.
IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award, see Book 2 Section One, Article 10. These Tasks are referred to as "Non Pre-priced Tasks (NPP)." NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The Proposers will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks. The **NPP Adjustment Factor must not be less than 1.0500 and not higher than 1.2000, excluding Administrative Fees.**

9.8 Adjustment Factors must be specified to the fourth decimal place. For example:

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1 . 1 0 0 0
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Or

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0 . 9 8 0 0
```

9.9 For proposal evaluation purposes only, the following weighting of the Adjustment factors will be used to determine the Combined Adjustment Factor:

<table>
<thead>
<tr>
<th>Category</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Working Hours-Prevailing Wage Rate Projects</td>
<td>60%</td>
</tr>
<tr>
<td>Other Than Normal Working Hours- Prevailing Wage Rate Projects</td>
<td>10%</td>
</tr>
<tr>
<td>Normal Working Hours-Non-Prevailing Wage Rate Projects</td>
<td>10%</td>
</tr>
<tr>
<td>Other Than Normal Working Hours- Non-Prevailing Wage Rate Projects</td>
<td>10%</td>
</tr>
<tr>
<td>Non Pre-Priced</td>
<td>10%</td>
</tr>
</tbody>
</table>

10. **PROPOSAL TRANSMITTAL**

10.1 It is the responsibility of the Proposer to be certain that the proposal is in the physical possession of Sourcewell on or prior to the deadline for submission of proposals.
10.2 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and with the following information clearly marked on the outside of the envelope or box:

- Solicitation number
- Name of Solicitation
- Geographic Area
- Deadline for proposal submission
- Proposer’s name and address.

10.3 Proposers are solely responsible for ensuring all required documentation arrives at the designated address no later than the date and time listed in this RFP. Sourcewell is not responsible for late receipt of proposals. Late proposals will not be considered. Proposals received by the correct deadline for submission will be opened and the name of each responder and other appropriate information will be publicly read.

11. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of 180 Days following the time and date designated for the receipt of proposals. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Coordinator of Proposals and Contracts. Such notice must be submitted in writing and include the signature of the Proposer and must be delivered to Sourcewell prior to the deadline for submission of proposals and it must not be so worded in a way that reveals the content of the original proposal. However, the original proposal will not be physically returned to the Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposers.

12. PROPOSER RESPONSIVENESS AND RESPONSIBILITY

In accordance with accepted standards of competitive sealed proposal awards as set forth in the State’s Procurement Code, competitive sealed proposals/awards will be made to responsive and responsible Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or future Sourcewell Members. To qualify for evaluation, a proposal must be responsive which means it was submitted on time and materially satisfies all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive. Deviations or exceptions stipulated in Proposer’s response, while possibly necessary in the view of the Proposer, may result in disqualification. Language to the effect that the Proposer does not consider this solicitation to be part of a contractual obligation will result in that proposal being disqualified by Sourcewell.

13. CERTIFICATION

By signing this proposal, the Proposer certifies:

13.1 The submission of the offer did not involve collusion or any other anti-competitive practices;

13.2 The Proposer/Contractor will not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
13.3 The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and

13.4 The Proposer agrees to promote and offer to Sourcewell Members only those products and/or services as previously stated, allowed and deemed a resultant of the Agreement(s) as Sourcewell Contract items or services. This clause will include any future product or service additions as allowed through contract additions.

14. PROTESTS

14.1 Protests must be filed with Sourcewell’s Executive Director and will be resolved within a reasonable time after filing. Protests will only be accepted from Proposers. A protest must be in writing and filed with Sourcewell. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. No protest will lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

- The name, address and telephone number of the party submitting the protest,
- The original signature of the protesting party or its representative (provide documentation of the authority of the representative),
- Identification of the solicitation by its Sourcewell solicitation number,
- Identification of the statute or procedure that is alleged to have been violated,
- A precise statement of the relevant facts,
- Identification of the issues to be resolved,
- The protesting party’s argument and supporting documentation,
- The protesting party’s statement of potential financial damages, and
- A protest bond in the name of Sourcewell and in the amount of 10% of the protesting party’s statement of potential financial damages.

15. PUBLIC RECORD

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, available for review subsequent to the award notification. Proposals may be viewed by appointment at the Sourcewell offices Monday through Friday from 8:30 a.m. to 3:30 p.m. Central Time.

16. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS

16.1 This clause is applicable to states in which prevailing wage rates are established by law. The Contractor must pay prevailing wages to all workers in accordance with the applicable laws. The wage rates used for the CTC were the prevailing wage rates, if any; in effect at the time these RFP Documents were issued. In the performance of the Work, however, Contractor will be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by a state’s regulatory agency with jurisdiction over such matters, at the time the Work is performed. If a revision is made to the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate will apply to this Agreement from the effective date of such revision, however such revision will not entitle Contractor to any increased compensation under the terms of the Agreement.
16.2 If other wage rates are required by law, the Contractor will pay such wages to all workers in accordance with the applicable laws. If the Purchase Order is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

16.3 Contractors must meet any goals or requirements established by the Sourcewell Member ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Request for Proposals or Detailed Scope of Work.

17. MARKETING REQUIREMENT

Proposer must express a willingness and ability to take ownership and promote the services to be provided. Proposer’s sales force must agree to work in cooperation with Sourcewell to develop a marketing strategy and provide avenues to equally market and drive sales through the Agreement and program to all Sourcewell Members and Potential Sourcewell Members. Proposer agrees to actively market in cooperation with Sourcewell all available services to current Sourcewell Members, as well as Potential Sourcewell Members.

If Proposer is awarded a contract based on this solicitation Proposer’s sales force will be a primary driver of everyone’s success. Proposer’s sales force needs to be aware that:

- The use of a Sourcewell Contract will save its customer (Sourcewell’s Member) the time and effort of bringing a new individual RFP;
- The use of the Sourcewell Contract will save Proposer’s sales force the time and effort of responding to individual RFP;
- The use of the Sourcewell Contract will guaranty that Sourcewell Members have the ability to choose you.

An award of Contract resulting from this RFP is an opportunity for the awarded contactor to pursue, commerce with, and deliver value to Sourcewell and Sourcewell Members. An award of Contract is not an opportunity to see how much business Sourcewell can drive to an awarded Contractor’s door. As such the Proposer will demonstrate in the Management Plan specific marketing strategies, personnel and the qualifications of those personnel to market IQCC and the frequency and duration of marketing efforts. Sourcewell reserves the right to deem a Proposer non-responsive or to waive an award based on a Proposer’s unwillingness to participate in such a marketing effort or by submitting an unsatisfactory marketing strategy as part of the overall management plan. Further marketing requirements will be found in Book Two Section 10 of this RFP.

18. MEMBER SIGN-UP PROCEDURE

Proposer agrees to cooperate and participate in the Sourcewell Membership process as part of connecting Sourcewell Members to Sourcewell contracts. The process to sign up new Sourcewell Members to purchase under this Agreement will be defined during the award phase.

19. FEES

19.1 The Contractor must include the Sourcewell Administrative Fee in calculating the Contractor’s Adjustment Factors.

19.2 Sourcewell’s Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price charged to the Sourcewell Member.
19.3 Sourcewell’s Administrative Fee will be remitted by the Contractor to Sourcewell, or its designated contract administrator, within thirty (30) days of the submission of an invoice to a Sourcewell Member by Contractor. The Contractor will be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date set forth herein.

19.4 Sourcewell designates The Gordian Group, Inc., (Gordian) as its contract administrator. The Sourcewell Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

The Gordian Group, Inc.
PO Box 79341
Baltimore, MD 21279-0341

19.5 Sourcewell or Gordian may request records from the Contractor for all purchases through this Agreement and payment of all Administrative Fees. If a discrepancy exists between the purchasing activity and the Administrative Fees paid, Sourcewell or Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Sourcewell or Gordian, Sourcewell or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor’s records and, in the event Contractor is not in compliance with this Contract, Contractor will, in addition to any Administrative Fees due, reimburse the appropriate party for the cost and expense related to such audit.

19.6 Sourcewell and Contractor hereby acknowledge that The Gordian Group, Inc., as the designated contract administrator, is a third-party beneficiary of Section 20, including all subsections therein. In the event any court action is brought to enforce payment of the Administrative Fees set forth above by any party or third-party beneficiary of this Agreement, the prevailing party will be entitled to an award of reasonable attorneys’ fees and collection costs.

20. **TAXES**

The Contractor will pay all sales, consumer, use and other similar taxes required by Law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefor.

21. **PHYSICAL PRESENCE**

The Proposer must have a fully staffed and functioning office located within the State of Minnesota or within the North Dakota counties of Cass, Grand Forks, or Traill and must have been in business performing construction work for at least three (3) years. Contractor to complete Proposal Form 12: Existing Full-Service Office Location Affidavit for each zone that in which the Contractor is proposing.

22. **SELF PERFORMANCE REQUIREMENT**

Contractor(s) for all Non-General Contractor Construction Contracts will perform with its own organization and forces not less the 51% of the total amount of labor hours performed at the project site through the working foreperson level. The percentage calculation does not include field superintendents or office management personnel.
SECTION THREE -
GEOGRAPHIC MAP OF SOURCEWELL CONTRACT AREAS

[Map of Minnesota showing different regions and counties, including sections labeled Red River Valley Area, North Central Minnesota, Central Minnesota, Southwest Minnesota, Southeast Minnesota, and Twin Cities/Metro Area Minnesota.]
### Red River Valley Area
**Counties includes the following:**

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kittson</td>
<td>Pope</td>
</tr>
<tr>
<td>Roseau</td>
<td>Polk</td>
</tr>
<tr>
<td>Lake of the Woods</td>
<td>Norman</td>
</tr>
<tr>
<td>Marshall</td>
<td>Mahnomen</td>
</tr>
<tr>
<td>Beltrami</td>
<td>Clay</td>
</tr>
<tr>
<td>Pennington</td>
<td>Becker</td>
</tr>
<tr>
<td>Red Lake</td>
<td>Wilkin</td>
</tr>
<tr>
<td>Clear Water</td>
<td>Ottertail</td>
</tr>
<tr>
<td>Traverse</td>
<td>Grant</td>
</tr>
<tr>
<td>Douglas</td>
<td>Stevens</td>
</tr>
<tr>
<td>Grand Forks (ND)</td>
<td>Traill (ND)</td>
</tr>
<tr>
<td>Cass (ND)</td>
<td></td>
</tr>
</tbody>
</table>

### North Central Minnesota
**Counties include the Following:**

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hubbard</td>
<td>Morrison</td>
</tr>
<tr>
<td>Wadena</td>
<td>Aitkin</td>
</tr>
<tr>
<td>Todd</td>
<td>Mille Lacs</td>
</tr>
<tr>
<td>Cass</td>
<td>Kanabec</td>
</tr>
<tr>
<td>Crow Wing</td>
<td></td>
</tr>
</tbody>
</table>

### Iron Range Area
**Counties Include the Following:**

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Koochiching</td>
<td>Cook</td>
</tr>
<tr>
<td>Itasca</td>
<td>Carlton</td>
</tr>
<tr>
<td>St. Louis</td>
<td>Pine</td>
</tr>
<tr>
<td>Lake</td>
<td></td>
</tr>
</tbody>
</table>

### Central Minnesota
**Counties Include the Following:**

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stearns</td>
<td>Meeker</td>
</tr>
<tr>
<td>Benton</td>
<td>Wright</td>
</tr>
<tr>
<td>Sherburne</td>
<td>Renville</td>
</tr>
<tr>
<td>Kandiyohi</td>
<td>McLeod</td>
</tr>
</tbody>
</table>

### Twin Cities/Metro Area Minnesota
**Counties Include the Following:**

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carver</td>
<td>Washington</td>
</tr>
<tr>
<td>Hennepin</td>
<td>Dakota</td>
</tr>
<tr>
<td>Scott</td>
<td>Isanti</td>
</tr>
<tr>
<td>Anoka</td>
<td>Chisago</td>
</tr>
<tr>
<td>Ramsey</td>
<td></td>
</tr>
</tbody>
</table>
### Southwest Minnesota
Counties include the following:

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Stone</td>
<td>Sibley</td>
</tr>
<tr>
<td>Swift</td>
<td>Nicollet</td>
</tr>
<tr>
<td>Lac Qui Parle</td>
<td>Le Sueur</td>
</tr>
<tr>
<td>Chippewa</td>
<td>Pipestone</td>
</tr>
<tr>
<td>Yellow Medicine</td>
<td>Murray</td>
</tr>
<tr>
<td>Lincoln</td>
<td>Cottonwood</td>
</tr>
<tr>
<td>Lyon</td>
<td>Waseca</td>
</tr>
<tr>
<td>Redwood</td>
<td>Blue Earth</td>
</tr>
<tr>
<td>Brown</td>
<td>Watonwan</td>
</tr>
<tr>
<td>Rock</td>
<td>Nobles</td>
</tr>
<tr>
<td>Jackson</td>
<td>Martin</td>
</tr>
<tr>
<td>Faribault</td>
<td></td>
</tr>
</tbody>
</table>

### Southeast Minnesota
Counties Include the Following:

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rice</td>
<td>Winona</td>
</tr>
<tr>
<td>Goodhue</td>
<td>Freeborn</td>
</tr>
<tr>
<td>Wabasha</td>
<td>Mower</td>
</tr>
<tr>
<td>Steele</td>
<td>Fillmore</td>
</tr>
<tr>
<td>Dodge</td>
<td>Houston</td>
</tr>
<tr>
<td>Olmsted</td>
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</tr>
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