

INVITATION FOR BID (IFB) DOCUMENTS

Contractor – Open Market

SOLICITATION NO.

See Solicitation Tables

Illinois ezIQC

Indefinite Quantity Construction Contract



202 12th Street NE
Staples, MN 56479

Mr. Zach Heidmann
ezIQC Contract Administrator
eziqc@sourcewell-mn.gov

January 2019

INDEFINITE QUANTITY CONSTRUCTION CONTRACT
(IQCC)
Invitation for Bid (IFB)
Northern Illinois

Solicitation Number	Trade	Geographic Area	Bid Due Date and Time	Bid Deposit	Estimated Annual Value	Maximum Term
IL-NA-GC01-030619	General Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-GC02-030619	General Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-GC03-030619	General Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-GC04-030619	General Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-GC05-030619	General Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-GC06-030619	General Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-GC07-030619	General Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-GC08-030619	General Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-R01-030619	Roofing Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-R02-030619	Roofing Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-R03-030619	Roofing Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-P01-030619	Paving Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-P02-030619	Paving Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-NA-P03-030619	Paving Construction	Northern Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years

See Section Three (3) for Map and list of **Geographical Area**

**INDEFINITE QUANTITY CONSTRUCTION CONTRACT
 (IQCC)
 Invitation for Bid (IFB)
 West Central Illinois Area**

Solicitation Number	Trade	Geographic Area	Bid Due Date and Time	Bid Deposit	Estimated Annual Value	Maximum Term
IL-WCA-GC01-030619	General Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-GC02-030619	General Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-GC03-030619	General Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-GC04-030619	General Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-GC05-030619	General Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-GC06-030619	General Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-R01-030619	Roofing Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-R02-030619	Roofing Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-P02-030619	Paving Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-WCA-P02-030619	Paving Construction	West Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years

See Section Three (3) for Map and list of **Geographical Area**

INDEFINITE QUANTITY CONSTRUCTION CONTRACT
(IQCC)
Invitation for Bid (IFB)
East Central Illinois Area

Solicitation Number	Trade	Geographic Area	Bid Due Date and Time	Bid Deposit	Estimated Annual Value	Maximum Term
IL-ECA-GC01-030619	General Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-GC02-030619	General Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-GC03-030619	General Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-GC04-030619	General Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-GC05-030619	General Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-GC06-030619	General Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-R01-030619	Roofing Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-R02-030619	Roofing Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-P02-030619	Paving Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-ECA-P02-030619	Paving Construction	East Central Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years

See Section Three (3) for Map and list of **Geographical Area**

INDEFINITE QUANTITY CONSTRUCTION CONTRACT
(IQCC)
Invitation for Bid (IFB)
St. Louis Metro East

Solicitation Number	Trade	Geographic Area	Bid Due Date and Time	Bid Deposit	Estimated Annual Value	Maximum Term
IL-SLMA-GC01-030619	General Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -GC02-030619	General Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -GC03-030619	General Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -GC04-030619	General Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -GC05-030619	General Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -GC06-030619	General Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -GC07-030619	General Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -GC08-030619	General Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -R01-030619	Roofing Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -R02-030619	Roofing Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -R03-030619	Roofing Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -P01-030619	Paving Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -P02-030619	Paving Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL- SLMA -P03-030619	Paving Construction	St Louis Metro East Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years

See Section Three (3) for Map and list of **Geographical Area**

INDEFINITE QUANTITY CONSTRUCTION CONTRACT
(IQCC)
Invitation for Bid (IFB)
Southeast Illinois Area

Solicitation Number	Trade	Geographic Area	Bid Due Date and Time	Bid Deposit	Estimated Annual Value	Maximum Term
IL-SEA-GC01-030619	General Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-GC02-030619	General Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-GC03-030619	General Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-GC04-030619	General Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-GC05-030619	General Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-GC06-030619	General Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-R01-030619	Roofing Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-R02-030619	Roofing Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-P02-030619	Paving Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years
IL-SEA-P02-030619	Paving Construction	Southeast Illinois Area	4:30 PM CT 03/06/19	\$25,000	\$2,000,000	4 Years

See Section Three (3) for Map and list of **Geographical Area**

Bids for all contracts covered by this solicitation are due by
4:30 PM CT on March 06, 2019

At the offices of
 Sourcewell
 202 12th Street NE, Staples, MN 56479

Sourcewell formerly known as the National Joint Powers Alliance or NJPA, issues this Invitation for Bid (IFB), 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 Illinois. 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 IFB consist of five Books:

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

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

Intending bidders are required to attend a pre-bid seminar which shall be conducted for the purpose of discussing the IQCC procurement system, the contract documents, and bid forms. Attendance at one of the below seminars is a mandatory condition of bidding.

02/12/2019 @ 9:00 AM Hilton Garden Inn Schaumburg 1191 Woodfield Rd Schaumburg, IL 60173	02/12/2019 @ 2:30 PM Elements Conference Center 16235 South La Grange Rd Orland Park, IL 60467	02/13/2019 @ 9:00 AM Hilton Garden Inn Champaign/Urbana 1501 S. Neil St Champaign, IL 61820
02/13/2019 @ 2:30 PM Hampton Inn Peoria East 11 Winners Way East Peoria, IL 61611	02/14/2019 @ 9:00 AM Hilton Garden Inn Springfield 3100 S. Dirksen Parkway Springfield, IL 62703	02/14/2019 @ 2:30 PM Hilton Garden Inn St Louis Airport 4450 Evens Place St. Louis, MO 63134

Intending bidders can pre-register for the pre-bid seminar by visiting our website at www.sourcewell-mn.gov/solicitations.

An electronic copy of the IFB Documents which include the instructions for submitting a bid and the bid documents may be obtained by letter of request to Zach Heidmann, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by visiting www.sourcewell-mn.gov/solicitations

selecting the desired solicitation from the open solicitations list and completing the bid 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 bid documents electronically. Bids are due by 4:30 p.m. Central Time on March 06, 2019 and will be opened at 9:00 a.m. Central Time on March 07, 2019. IFB Documents will be available until March 07, 2019.

Direct questions regarding this IFB to: eziqc@sourcewell-mn.gov

BOOK 1

Project Information, and Instructions to Bidders

SOLICITATION NO.
See Solicitation Tables

Illinois ezIQC
Indefinite Quantity Construction Contract



202 12th Street NE
Staples, MN 56479

Zach Heidmann
ezIQC Contract Administrator
eziqc@sourcewell-mn.gov

January 2019

This page intentionally left blank

BOOK 1

Table of Contents

SECTION ONE - PROJECT INFORMATION	3
1. DEFINITIONS	3
2. ABOUT SOURCEWELL (Formerly NJPA)	4
3. DEFINED GOALS OF THE IFB	5
4. IQCC OVERVIEW	5
5. GEOGRAPHIC AREAS.....	8
6. THE IFB DOCUMENTS	8
7. QUALIFICATION OF BIDDERS.....	8
8. AWARD	8
9. ASSIGNMENT OF WORK	9
10. ORDER OF PRECEDENCE OF THE COMPONENTS OF THE CONTRACT DOCUMENTS	11
SECTION TWO - INSTRUCTIONS TO BIDDERS.....	12
1. GENERAL INFORMATION.....	12
2. SOLICITATION OF IFB.....	12
3. ADVERTISING OF SOLICITATION.....	13
4. QUESTIONS.....	13
5. PRE-BID SEMINAR.....	13
6. ADDENDA TO THE IFB DOCUMENTS	13
7. BID DEPOSIT	13
8. BID SUBMISSION PROCESS.....	14
9. BID TRANSMITTAL	15
10. CONTRACTORS MANAGEMENT PLAN	15
11. BID PRICING.....	17
12. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID.....	18
13. BIDDER RESPONSIVENESS AND RESPONSIBILITY	18
14. CERTIFICATION	19
15. PROTESTS	19
16. PUBLIC RECORD.....	19
17. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS.....	19
18. MARKETING REQUIREMENT.....	20
19. MEMBER SIGN-UP PROCEDURE	20
20. FEES.....	21
21. TAXES.....	21
22. PHYSICAL PRESENCE	21
23. SELF PERFORMANCE REQUIREMENT	22

SECTION 3 - GEOGRAPHIC MAP OF SOURCEWELL CONTRACT AREAS 23
EXHIBIT A: GEOGRAPHIC MAP OF SOURCEWELL CONTRACT AREAS..... 23

ezIQC®, eGordian®, Bid Safe™ and Construction Task Catalog® are trademarks of
The Gordian Group, Inc.

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.
- 1.3 **Sourcewell Members:**
 - 1.3.1 **Potential Sourcewell Members:** A Potential Sourcewell Members is defined as any public or private educational agencies including colleges and universities, districts or school boards, and any governmental unit including a city, county, town, political subdivision of Minnesota or another state, and any agency of the State of Minnesota or the United States, any instrumentality of a governmental unit, and any non-profit. Membership in Sourcewell is required to participate in any Sourcewell Contract. Any current or potential Member of Sourcewell who is in compliance with the terms and conditions of membership, shall have the option and freedom to access any of the procurement contracts of Sourcewell.
 - 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 Invitation for Bid 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 bid 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 state laws and enabling legislation, 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.
- 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 Bid Review Committee and ratified by the Board of Directors.

- 2.4 Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

3. DEFINED GOALS OF THE IFB

- 3.1 The goal of this IFB 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 bid 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 IFB 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 IFB, 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 bid 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 IFB 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 Bidders 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 Proposal 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 shall 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 their IQCC program. The system includes Gordian's proprietary eIQCC, 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 shall 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 shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 Proposal 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 shall 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 shall, 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@ezlQC.com or via facsimile to (864) 233-9100.
- 4.8 The Contractor shall, 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@ezlQC.com or via facsimile to (864) 233-9100.

5. GEOGRAPHIC AREAS

Sourcewell solicits bids 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 the Invitation for Bid. Sourcewell uses the Geographical Area for bidding purposes. Contractors may perform work for Sourcewell Members located outside the defined Geographical Area upon award.

6. THE IFB DOCUMENTS

The IFB Documents consist of five Books:

- Book 1: Project Information, and Instructions to Bidders
- Book 2: IQCC Standard Terms and Conditions; General Terms and Conditions
- Book 3: Construction Task Catalog
- Book 4: Technical Specifications
- Book 5: Bid Forms

7. QUALIFICATION OF BIDDERS

- 7.1 Bids shall be considered only from firms normally engaged in performing the type of work specified within the IFB Documents. Bidder 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 Bidder'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 Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder.
- 7.3 Bidder must possess documentation evidencing compliance with applicable licensing requirements.
- 7.4 Bidder must have a fully functioning office within the State of Illinois.

8. AWARD

- 8.1 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.
- 8.2 It is the intent of Sourcewell to award each Agreement to the lowest, responsive, responsible Bidder(s) based on the Combined Adjustment Factor as shown on Bid Form 1, provided however, no Bidder will be awarded more than one Agreement. In the event a Bidder submits the lowest bid on more than one Solicitation, Sourcewell will determine which Agreement will be awarded to which Bidder based on the combination of bids resulting in the lowest overall cost to the Sourcewell Members. Sourcewell shall have the right to waive any informality or irregularity in any Bidder's Response received and to accept the Bidder'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 Bid Responses and advertise again if, in Sourcewell's opinion, the received bids do not meet or exceed 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 Bidder and Sourcewell).

- 8.3 Additionally, the Bidder is required to submit a Management Plan, see Article 9, Section Two Instructions to Bidders. The Bidder's Management Plan will provide Sourcewell information to gauge the responsibility of the Bidder.
- 8.4 A Bidder will not be awarded more than one same scope Agreement within any Geographic Area.
- 8.5 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 Bid Review Committee may establish a Competitive Range for the solicitation. If it is determined that a Bidder's Combined Adjustment Factor is too far outside the Competitive Range then the Bidder can be removed from consideration. The Bidder shall be notified that they were determined to be outside the Competitive Range after award of the contracts.
- 8.6 Unbalancing of Bids – A Bid may be removed from consideration if it is determined that the Bidder has mathematically unbalanced their Bid to gain a competitive advantage. The Bid will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of their anticipated profit, overhead cost, and other indirect costs that the bidder anticipates for the performance of the work as determined by the Sourcewell Bid Review Committee.
- 8.7 **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**
- 8.8 **The Non Pre-priced (NPP) adjustment Factor without Administrative Fees must be between 1.0500 and 1.2000.**

9. ASSIGNMENT OF WORK

- 9.1 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.
- 9.2 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.
- 9.3 Sourcewell reserves the right to utilize Bid Safe on a Work Order by Work Order basis.
- 9.4 Sourcewell will consider several factors when determining the applicability of Bid Safe to a Work Order including, but not limited to, the following:
 - 9.4.1 Estimated Work Order Amount;
 - 9.4.2 Scope documentation, including but not limited A/E design;
 - 9.4.3 Nature and complexity of the Work;

- 9.4.4 Contractors' abilities to self-perform the Work;
- 9.4.5 Contractors' proven capabilities on similar Work;
- 9.4.6 Schedule; and;
- 9.4.7 Other appropriate criteria as deemed in the best interest of the Sourcewell Member.
- 9.5 The Detailed Scope of Work will be developed by the Sourcewell Member personnel and included with the RFQ.
- 9.6 Sourcewell may conduct one or more site visits with all contractors designated to Receive the RFQ.
- 9.7 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.
- 9.8 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.
- 9.9 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.
- 9.10 The NTE Offer is valid for 120 Days from the date of opening unless stated otherwise in the Detailed Scope of Work.
- 9.11 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.
- 9.12 The Work Order Amount shall be equal to the lessor of the NTE Offer and the Price Proposal amount.
- 9.13 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:
Percent Discount = (Price Proposal Amount – NTE Offer) ÷ 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.
- 9.14 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.

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

The order of precedence of the Contract Documents shall be as follows:

- Purchase Order which may include Plans, Drawings and supplemental Technical Specifications
- Standard Specifications of the Sourcewell Member, the 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 – Bid Forms
- Book 1 – Instruction to bidders

(Rest of this page intentionally left blank)

SECTION TWO - INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

- 1.1 The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. Such instructions are part of the IFB Documents, and strict compliance is required with all the provisions contained in the instructions.
- 1.2 Examination of IFB Documents
 - 1.2.1 It is the responsibility of each Bidder before submitting a Bid, to:
 - 1.2.1.1 Examine the IFB 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 Bidder's observations with the IFB Documents, and
 - 1.2.1.4 Carefully review the IFB Documents and notify Sourcwell of all conflicts, errors or discrepancies in the IFB Documents of which Bidder knows or reasonably should have known.
- 1.3 The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the IFB Documents and that the IFB 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 IFB

Sealed and properly identified bids entitled **"INDEFINITE QUANTITY CONSTRUCTION CONTRACT"** will be received by Zach Heidmann, eziQC Contract Administrator, at Sourcwell Offices, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 until the deadline for receipt of, and opening of bids as specified in the Invitation for Bid. **Bids will be for the provision of Indefinite Quantity Construction Contract services for both Sourcwell and Sourcwell Members, and all government and education agencies to include colleges and universities.** A Representative from the Sourcwell Bid Review Committee will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the Sourcwell office in Staples, MN. The Award and resulting Agreement may be awarded within the timeframe identified in this IFB. To receive a complete copy of these IFB Documents, send or communicate all requests to the attention of Zach Heidmann 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or by visiting our website at www.sourcwell-mn.gov/solicitations selecting the desired solicitation from the open solicitations list and completing the bid document request form at the bottom of the page. All requests must include mailing address, email address, contact name, and phone number. Following your submitted request an email will be sent directly to the registrant with complete instructions on how to obtain the bid documents. Complete IFB Documents will be made available electronically. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB Documents are invalid and will not

receive consideration. Direct questions regarding this IFB to Zach Heidmann 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 shall 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 invitation for bid.

4. QUESTIONS

- 4.1 Submit all Questions about this IFB, in writing, to Zach Heidmann, Sourcewell, 202 12th Street NE, Staples, MN 56479, or by email at eziqc@sourcewell-mn.gov prior to **February 27, 2019 at 12:00 PM CT**. Sourcewell urges potential bidders 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 IFB, the response to the RFI will become an Addendum to these IFB Documents.

5. PRE-BID SEMINAR

A Pre-bid seminar will be held at the places and times listed in the Invitation for Bid for the purpose of discussing the IQCC procurement system, the IFB Documents and bid forms. **Attendance at one of the Pre-Bid Seminar(s) is mandatory to be deemed responsive.**

6. ADDENDA TO THE IFB DOCUMENTS

Addenda are written instruments issued by Sourcewell that modify or interpret these IFB Documents. All Addenda issued by Sourcewell shall become a part of the IFB Documents. Addenda will be delivered to all potential bidders using the same method of delivery of the original IFB 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> or the Sourcewell website from 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 bids, except an Addendum withdrawing the request for bids or one that includes postponement of the date of receipt of bids. Each potential bidder shall ascertain prior to submitting a bid that it has received all Addenda issued, and the bidder shall acknowledge its receipt in its bid response.

7. BID DEPOSIT

- 7.1 Bid deposit shall be a bond provided by a surety company or the equivalent in a cashier's check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and shall be made payable to the order of Sourcewell. **CASH**

IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.

- 7.2 Bid deposits shall be in the amount shown in the IFB. After bids are opened, deposits shall be irrevocable for the period of one hundred and twenty (120) days. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.
- 7.3 The bid bonds, certified checks, or cashier's checks of unsuccessful bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three lowest bidders shall be retained until Sourcewell awards the Agreement or for any reason rejects all bids

8. BID SUBMISSION PROCESS

8.1. PREPARATION OF THE BID RESPONSE

- 8.1.1 Bid package will be submitted as follows:
- 8.1.1.1 **One (1) original copy of Bid Forms 1, and 2 MUST** be submitted for each Contract Opportunity that you are bidding. These bid forms **MUST** be in separate **SEALED Envelopes**. On the outside of each envelope you will include Company Name, Solicitation Number and Geographic Area.
 - 8.1.1.2 **Bid forms 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12**– only need to be submitted once for the **entire package**. As stated below you will provide One (1) Original copy of Bid Forms 3, 4, 5, 6, 7, 8, 9, 10,11, and 12, in a Tabbed Notebook. On the outside of the Notebook you will include Company Name, Solicitation Number(s) and Geographic Area.
- 8.1.2 Additionally, submit one (1) electronic copy (CD-ROM's or USB Flash Drives) of the bid documents (Bid Forms 1-12) and scanned copies of signature pages with original signatures The CD's or USB Flash Drive must be labeled with; Solicitation No., Date, and Company Name.
- 8.1.3 All bids shall be on the forms provided. Telegraphic, electronic mail or fax machine bids cannot be considered.
- 8.1.4 The bid documents must be submitted with original ink signatures by the person authorized to sign the bid. The person signing the bid must initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated may result in rejection of the bid and cause the bid to be deemed non-responsive.
- 8.1.5 Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid 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.
- 8.1.6 It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the deadline for submission of bids.

9. BID TRANSMITTAL

- 9.1 It is the responsibility of the Bidder to be certain that the bid is in the physical possession of Sourcewell on or prior to the deadline for submission of bids.
- 9.2 Bids 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 bid submission
 - Bidder's name and address.
- 9.3 Bidders are solely responsible for ensuring all required documentation arrives at the designated address no later than the date and time listed in this IFB. Sourcewell is not responsible for late receipt of bids. Late proposals will not be considered. Bids received by the correct deadline for bid submission will be opened and the name of each Bidder and other appropriate information will be publicly read.

10. CONTRACTOR'S MANAGEMENT PLAN

- 10.1 The Bidder is required to submit its plan for management of the contract. The title of the submittal shall be "**MANAGEMENT PLAN FOR EXECUTION OF IQCC.**" The Contractor's Management Plan **must be** submitted as part of the Bidder's bid documents.
- 10.2 In addition to the bid documents and other required submittals, the Contractor's Management Plan will be used by Sourcewell to determine the responsibility of the Bidder to perform the contract. Therefore, the Bidder should take great care in the preparation of the Management Plan.
- 10.3 The Bidder may be determined non-responsive for failure to submit the Management Plan and/or declared non-responsible for failure to adequately address the issues below to the satisfaction of Sourcewell.
- 10.4 The Management Plan shall include as a minimum the following information and organized specifically as shown below:
1. State the number of years your company has been in the construction industry, the type of work your company self-performs, and the type of work your 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 six (6) projects that meet the following information for each project over \$25,000 completed in the last three (3) years: **Submit Bid Form 6 for each Project.**
 - a. Project title.
 - b. Geographic location.
 - c. Owner name and contact (title, address, email and phone number).
 - d. Project amount.
 - e. 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 you propose to execute the Work assigned under this contract, including but not limited to:
- a. The Contractor is expected to participate in the development and documentation of the Detail Scope of Work for each Purchase Order. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.
 - b. Provide your approach to the expeditious close out of Projects, correction of unacceptable Work, and punch list procedures.
 - c. The Contractor is expected to assist Sourcewell in the marketing of the IQCC services under the ezIQC brand. Please provide a specific sales and marketing plan including your 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. Please describe your plan to accomplish this.
 - d. For contractors that held a previous ezIQC contract, describe how it was marketed and sold the contract and provide a list of accomplishments.
 - e. All Work has a minimum warranty period of one (1) year. Please describe your process for tracking and performing warranty work.
 - f. If within the past five (5) years, the Bidder has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, then the Bidder 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 Bidder should describe steps taken to improve and ensure these issues do not continue to be a burden. If the Bidder has held a Sourcewell ezIQC Contract and has requested that the contract be terminated, then the Bidder must provide the reason for the request. Please 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 your **key** personnel you intend to assign to this contract.
 - d. Provide a current list of the number and classification of your full time employees.

11. BID PRICING

- 11.1 Each Bidder must submit Five (5) Adjustment Factors to be applied to every task in the CTC. The bid shall be an adjustment “decrease from” (e.g. 0.9800) or “increase to” (e.g. 1.1000) the Unit Prices listed in the CTC. **Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bids will be rejected.**
- 11.2 The Bidder's Adjustment Factors shall include all of the Bidder'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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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 8. 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 bidders will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks. **The NPP Adjustment Factor shall not be less than 1.0500 and not higher than 1.2000, excluding Administrative Fees.**
- 11.8 Adjustment Factors must be specified to the fourth decimal place. For example:

1	.	1	0	0	0
---	---	---	---	---	---

Or

0	.	9	8	0	0
---	---	---	---	---	---

11.9 For bid evaluation purposes only, the following weighting of the Adjustment factors shall be used to determine the Combined Adjustment Factor:

Adjustment Factors	Weight
NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS	60%
OTHER THAN NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS	10%
NORMAL WORKING HOURS- NON-PREVAILING WAGE RATE PROJECTS	10%
OTHER THAN NORMAL WORKING HOURS- NON-PREVAILING WAGE RATE PROJECTS	10%
NON PRE-PRICED	10%

12. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID

A submitted bid may not be modified, withdrawn or cancelled by the Bidder for a period of one hundred and eight (180) Days following the time and date designated for the receipt of bids. Prior to the deadline for submission of bids, any bid submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice shall be submitted in writing and include the signature of the Bidder and shall be delivered to Sourcewell prior to the deadline for submission of bids and it shall be so worded as not to reveal the content of the original bid. However, the original bid shall not be physically returned to the Bidder until after the official bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of the bids if they are then fully in conformance with the Instructions to Bidders.

13. BIDDER RESPONSIVENESS AND RESPONSIBILITY

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

14. CERTIFICATION

By signing this bid, the Bidder certifies:

- 14.1 The submission of the offer did not involve collusion or any other anti-competitive practices;
- 14.2 The Bidder/Contractor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
- 14.3 The Bidder 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
- 14.4 The Bidder 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 shall include any future product or service additions as allowed through contract additions.

15. PROTESTS

15.1 Protests shall be filed with Sourcewell's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. Protests will only be accepted from Bidders. 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 shall lie for a claim that the selected Bidder is not a responsible Bidder. A protest must include:

- The name, address and telephone number of the protester,
- The original signature of the protester or its representative (you must document the authority of the Representative),
- Identification of the Solicitation by 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 aggrieved party's statement of potential financial damages, and
- A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

16. PUBLIC RECORD

All bids submitted to this invitation shall become the property of the Sourcewell and will become a matter of public record, available for review subsequent to the award notification. Bids may be viewed by appointment at the Sourcewell offices Monday through Friday from 8:30 a.m. to 3:30 p.m. CT.

17. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS

17.1 This clause is applicable to States in which prevailing wage rates are established by law. The Contractor shall 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 IFB Documents were issued. In the performance of the Work, however, Contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor and/or Commerce, at the time the Work is performed. If the State Department of Labor and/or Commerce revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply to this Agreement from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation under the terms of the Agreement.

17.2 If other wage rates are required by law, the Contractor shall 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.

17.3 Contractors shall 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 Proposal or Detailed Scope of Work.

18. MARKETING REQUIREMENT

Bidder must express a willingness and ability to take ownership and promote the services to be provided. Your 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. Bidder agrees to actively market in cooperation with Sourcewell all available services to current Sourcewell Members, as well as Potential Sourcewell Members.

If you are awarded a contract based on this solicitation your sales force will be a primary driver of everyone's success. Your sales force needs to be aware that:

- The use of a Sourcewell Contract will save their customer (Sourcewell's Member) the time and effort of bringing a new individual IFB;
- The use of the Sourcewell Contract will save your sales force the time and effort of responding to individual Invitations for Bid IFB;
- The use of the Sourcewell Contract will guaranty that Sourcewell Members have the ability to choose you.

An award of Contract resulting from this IFB is an opportunity for the awarded contractor 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 Bidder 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 Bidder non-responsive or to waive an award based on a Bidder'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 One, Article 10 of this IFB.

19. MEMBER SIGN-UP PROCEDURE

Bidder 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.

20. FEES

- 20.1 The Contractor shall include the Sourcewell Administrative Fee in calculating the Contractor's Adjustment Factors.
- 20.2 Sourcewell's Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price charged to the Sourcewell Member.
- 20.3 Sourcewell's Administrative Fee shall 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 shall be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date set forth herein.
- 20.4 Sourcewell designates The Gordian Group, Inc., (Gordian) as their contract administrator. The Sourcewell Administrative Fee payments shall be made payable to The Gordian Group and sent to the following address:

The Gordian Group, Inc.
PO Box 79341
Baltimore, MD 21279-0341
- 20.5 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 shall, in addition to any Administrative Fees due, reimburse the appropriate party for the cost and expense related to such audit.
- 20.6 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 shall be entitled to an award of reasonable attorneys' fees and collection costs.

21. TAXES

The Contractor shall 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.

22. PHYSICAL PRESENCE

The Bidder must have a fully staffed and functioning office located within the State of Illinois or

within the Missouri Counties of Lincoln, Warren, St Charles, St Louis, Franklin, and Jefferson at the time of Bid. Bidder must have been in business performing construction work for at least **three (3) years**. Contractor to complete Bid Form 12: Existing Full-Service Office Location Affidavit.

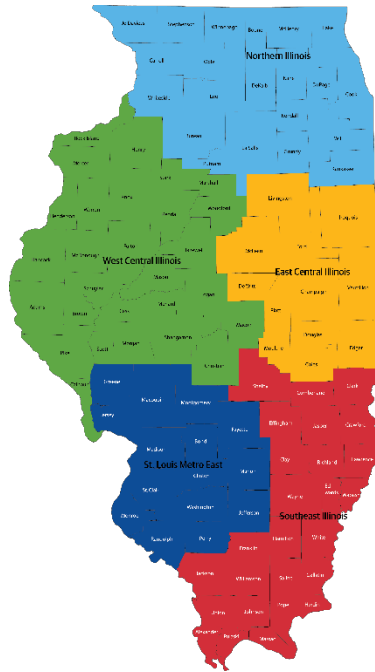
23. SELF PERFORMANCE REQUIREMENT

Contractor(s) for the Paving, and Roofing Contracts shall 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.

(The rest of this page left intentionally blank)

SECTION THREE

EXHIBIT A: GEOGRAPHIC MAP OF SOURCEWELL CONTRACT AREAS



Northern Illinois Area Counties Include:

Jo Daviess	Carroll	Whiteside	Grundy
Stephenson	Ogle	Lee	Kankakee
Winnebago	DeKalb	Kendall	Putnam
Boone	Kane	Will	McHenry
DuPage	Bureau	Lake	Cook
LaSalle			

West Central Illinois Area Counties Include:

Rock Island	Peoria	Hancock	Menard	Pike
Henry	Woodford	McDonough	Adams	Scott
Stark	Henderson	Mason	Brown	Logan
Marshall	Warren	Morgan	Macon	Mercer
Fulton	Schuyler	Sangamon	Knox	Tazewell
Cass	Christian	Calhoun		

East Central Illinois Area Counties Include

Livingston	Dewitt	Ford	Piatt
Iroquois	Douglas	McLean	Edgar
Champaign	Moultrie	Vermilion	Coles

St. Louis Metro East Area Counties Include

Greene	St Clair	Fayette	Jersey
Clinton	Marion	Macoupin	Monroe
Jefferson (IL)	Montgomery	Washington	Madison
Randolph	Bond	Perry	

Southeast Illinois Area Counties Include

Shelby	Clay	Hamilton	Gallatin	Pulaski
Cumberland	Richland	White	Union	Alexander
Clark	Lawrence	Franklin	Johnson	Effingham
Wayne	Jackson	Pope	Jasper	Edwards
Williamson	Hardin	Crawford	Wabash	Saline
Massac				

This page intentionally left blank