



IFB #MD-030425
Invitation for Bids
for
Indefinite Delivery-Indefinite Quantity
Construction Contracts
in the
State of Maryland

Bid Due Date: March 4, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

1. Invitation for Bid, including Map of Regions
2. Template IDIQ Contract
3. IDIQ Contract General Terms and Conditions
4. Construction Task Catalogs
5. Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than March 4, 2025, at 4:30 p.m. Central Time, and late bids will not be considered. To attend the pre-bid conference on February 11, 2025, register on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>).

Solicitation Schedule

Notice of Solicitation Published:	January 28, 2025
Pre-bid Conference:	February 11, 2025, 11:00 a.m., Central Time
Question Submission Deadline:	February 25, 2025, 4:30 p.m., Central Time
Bid Due Date:	March 4, 2025, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 4, 2025, 4:30 p.m., Central Time See Article VII. G. for more information.

I. ABOUT SOURCEWELL AND ITS PARTICIPATING ENTITIES

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its participating entities across the United States. Sourcewell's solicitation process complies with State of Minnesota law and policies.

Sourcewell's participating entities in the State of Maryland may include:

- Federal and state government
- Cities, towns, and counties/parishes
- Education service cooperatives
- K-12 and higher education
- Tribal government
- Some nonprofits
- Other public entities

For a listing of current participating entities visit Sourcewell's website: <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

II. INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION PROGRAM

Sourcewell is soliciting bids for its IDIQ construction program. IDIQ contracting offers participating entities access to competitively solicited and awarded contracts for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

Sourcewell has engaged The Gordian Group, Inc. (Gordian) to provide management of its IDIQ construction program. In this role, Gordian provides support to Sourcewell in the administration of the program, including: preparing Construction Task Catalogs and related technical specifications, providing information management systems and licenses to contractors, training to contractors, administering fee collection, consulting services to Sourcewell, and assisting with proposal package or work order development. Participating Entities access Sourcewell IDIQ contracts resulting from this IFB through relevant purchasing authority, and work directly with Contractors awarded through this IFB.

Under IDIQ, an awarded Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the work. Details of the program's operation can be found within the Contract, and General Terms and Conditions document included in this IFB.

III. REQUIRED BIDDER QUALIFICATIONS

In determining a Bidder's responsibility and ability to perform under a Contract, 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 and litigation history of the Bidder. Sourcewell reserves the right to verify the Bidder's information and may request clarification from a Bidder.

A. A Bidder's business must be normally engaged in performing the type of work specified within this IFB and must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to a Sourcewell participating entity (as solely determined by Sourcewell).

B. Bidders responding to a General Construction solicitation must be willing and capable of providing all or a majority of the various types of construction work as specified in the Construction Task Catalog either through its own forces or by using subcontractors. Bidder must provide documentation of all applicable required licensure(s).

C. Bidders responding to **HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, and/or Civil Construction** solicitations must perform at least **51%** of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

IV. BID OVERVIEW AND PREPARATION INSTRUCTIONS

A. REQUESTED INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION SERVICES. The IDIQ services specified include General Construction, HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, and/or Civil Construction. At this time, no specific projects have been identified; work and work volume from any resulting contract are not guaranteed. Specific description of work and summary of duties for each category of construction can be found in the Technical Specifications.

B. PREPARATION INSTRUCTIONS. Strict compliance with the following instructions is required for properly preparing a bid. Before submitting a bid, it is the responsibility of each Bidder to:

- 1) Examine the IFB Documents thoroughly;
- 2) Consider all applicable federal, state and local laws, regulations, ordinances, and procurement codes that may affect costs, progress, performance, or furnishing of a participating entity's work; and,
- 3) Notify Sourcewell of all conflicts, errors, or discrepancies in the IFB Documents of which Bidder knows.

The submission of a Bid constitutes a representation by the Bidder to Sourcewell that it has complied with the above requirements and that, without exception, its Bid is premised upon performing and furnishing the Work required by this IFB.

Bidders should include all relevant information in its bid. Sourcewell cannot consider information that is not provided in the bid.

C. ESTIMATED CONTRACT VALUE AND USAGE. Based on past volume of similar contracts, the estimated annual value of each contract resulting from this IFB is \$4 Million for General Construction, Paving Asphalt/Concrete, and Roofing and \$2 Million for HVAC/Mechanical, Electrical, and Site/Civil contracts. Sourcewell anticipates considerable activity under the contract(s) awarded from this IFB; however, work and work volume from any resulting contract are not guaranteed.

V. BID PRICING

A. CONSTRUCTION TASK CATALOG AND ADJUSTMENT FACTOR. In order to evaluate bid pricing and the retain consistency within contract pricing, Sourcewell uses Gordian's proprietary Construction Task Catalog (CTC). The CTC is a comprehensive listing of specific repair and construction related Tasks, together with a specific unit of measurement and a pre-set unit price (Unit Price). All Unit Prices within the CTC are based on local labor, material, and equipment prices for the direct cost of construction.

Under this IFB, Bidders will offer price adjustments (Adjustment Factors) that will be applied to CTC Unit Prices. The Adjustment Factors represent either an increase to the present Unit Prices (such as 1.1000) or a decrease from the preset Unit Prices (such as 0.9800).

A participating entity's cost for a specific task will be determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor (e.g., specific task cost = preset unit price in CTC * quantity needed * Adjustment Factor).

- 1) Each Bidder must submit 5 Adjustment Factors to be applied to every task in the CTC. The bid must be either an adjustment "decrease from" (e.g. 0.9800) or "increase to" (e.g. 1.1000) the Unit Prices listed in the CTC.
- 2) The Bidder's Adjustment Factors must include all of the Bidder's direct and indirect costs. This includes, but is 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 the CTC for a complete explanation of what is and is not included in the Unit Prices. Note, where applicable, the bidder must comply with all applicable prevailing wage laws. The wage rates in the CTC were current at the time these IFB Documents were issued.
 - a. *The first Adjustment Factor* will be applied to work to be accomplished during Normal Working Hours and are performed on projects that **do require** prevailing wage rates.
 - b. *The second Adjustment Factor* will be applied to work to be accomplished during Other Than Normal Working Hours and are performed on projects that **do require** prevailing wage rates.
 - c. *The third Adjustment Factor* will be applied to work to be accomplished during Normal Working Hours and performed on Projects that **do not require** prevailing wage rates.
 - d. *The fourth Adjustment Factor* will be applied to work to be accomplished during Other Than Normal Working Hours and performed on Projects that **do not require** prevailing wage rates.
 - e. *The fifth Adjustment Factor* will be 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. 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.
- 3) Adjustment Factors may be specified to the fourth decimal place. For example:

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

Or

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

- 4) For bid evaluation purposes only, the following weighing of the Adjustment factors will be used to determine the Combined Adjustment Factor. Complete the following information within the Sourcwell Procurement Portal:

Adjustment Factors	Weight
NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS	35%
OTHER THAN NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS	10%
NORMAL WORKING HOURS- NON-PREVAILING WAGE RATE PROJECTS	35%
OTHER THAN NORMAL WORKING HOURS- NON-PREVAILING WAGE RATE PROJECTS	10%
NON-PRE-PRICED	10%

B. ADMINISTRATIVE FEES. Awarded contractors must pay an administrative fee in exchange for the administration of the contracts by Sourcwell and Sourcwell's contract administrator, Gordian. The bidder must include the administrative fee in calculating the Contractor's Adjustment Factors.

Detailed information about Sourcwell's administrative fee can be found in Article VII. B of the General Terms and Conditions.

VI. CONTRACT

Bidders awarded a contract will be required to execute the Contract (including its General Terms and Conditions) attached to this IFB.

VII. BIDDING PROCESS

A. PRE-BID CONFERENCE. Sourcwell will hold a non-mandatory pre-bid conference via webcast on the date and time noted in the Solicitation Schedule and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential bidders to ask questions regarding this IFB. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-bid conference attendance is optional but highly encouraged.

B. QUESTIONS REGARDING THIS IFB AND ORAL COMMUNICATION. Any questions regarding this IFB must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell Procurement Portal. Answers to questions will be issued through an addendum to this IFB. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Bidder or generally related to the IFB, must be submitted using this process. Do not contact individual Sourcwell staff (or any representative of Gordian) to ask questions or request information as this may disqualify the Bidder from responding to this IFB. Sourcwell will not respond to questions submitted after the deadline.

C. ADDENDA. Sourcwell may modify this IFB; however, no Addenda will be issued later than 5 days prior to the Bid Due Date, except an Addendum that withdraws or postpones this IFB. Addenda issued

by Sourcewell become a part of the IFB and will be delivered to potential Bidders through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a bid will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Bidder by checking the box for each addendum. It is the responsibility of the Bidder to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Bidder submitted its Bid, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Bidder's Bid status to INCOMPLETE. The Bidder can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Bidder is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Bid (and up to the Bid due date). If the Bidder's Bid status has changed to INCOMPLETE, the Bidder is solely responsible to:

- 1) make any required adjustments to its bid,
- 2) acknowledge the addenda, and
- 3) ensure the re-submitted bid is received through the Sourcewell Procurement Portal no later than the Bid Due Date and time shown in the Solicitation Schedule above.

D. BID SUBMISSION. Bidder's complete bid must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule and on the Sourcewell Procurement Portal. Any other form of bid submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late bids will not be considered. It is the Bidder's sole responsibility to ensure that the bid is received on time. To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Bidder has obtained this IFB from a third party, the onus is on the Bidder to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all bids must be digitally acknowledged by an authorized representative of the Bidder attesting that the information contained in the bid is true and accurate. By submitting a bid, Bidder warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Bidder to remedies available by law.

It is recommended that Bidders allow sufficient time to upload the bid and to resolve any issues that may arise. The time and date that a bid is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock. In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a bid, the Portal will automatically generate a confirmation email to the Bidder. If the Bidder does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

E. GENERAL BID REQUIREMENTS. Bids must be:

- In substantial compliance with the requirements of this IFB or it will be considered nonresponsive and be rejected
- Complete—a bid will be rejected if it is conditional or incomplete
- Submitted in English
- Valid and irrevocable for 180 days following the Bid Due Date

Any and all costs incurred in responding to this IFB will be borne by the Bidder.

F. BID MODIFICATION WITHDRAWAL. A submitted bid may not be modified, withdrawn, or cancelled by the Bidder for a period of 180 calendar 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 through the Sourcewell Procurement Portal.

G. OPENING. The Opening of Bids will be conducted electronically through the Sourcewell Procurement Portal. A list of all Bidders will be made publicly available in the Sourcewell Procurement Portal after the Bid Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Bidders, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Bid Due Date and Time.

VIII. EVALUATION AND AWARD

A. EVALUATION. Only responsive bids will be evaluated. A responsive bid must have been submitted on time and materially satisfy all mandatory requirements identified in this IFB. Deviations or exceptions stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification.

B. AWARD(S). It is the intent of Sourcewell to award each Contract to the lowest, responsive, responsible Bidder(s) based on the Combined Adjustment Factor as calculated by Sourcewell within each Region.

C. CONTRACT TERM. The term of the resulting contract(s) awarded by Sourcewell under this solicitation will be 2 years. Sourcewell and Contractor may agree to up to three additional one-year extensions. Sourcewell retains the right to consider additional extensions beyond five years as required under exceptional circumstances.

A Bidder will not be awarded more than one same scope Contract within any Region. The maximum number of contracts to be initially awarded by geographic region and contract type are reflected in the tables below:

Region 1:	
General Construction	8 contracts
HVAC/Mechanical	4 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil Construction	2 contracts

Region 2:	
General Construction	8 contracts
HVAC/Mechanical	4 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts

Civil Construction	2 contracts
--------------------	-------------

Region 3:	
General Construction	12 contracts
HVAC/Mechanical	6 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil Construction	2 contracts

Region 4:	
General Construction	12 contracts
HVAC/Mechanical	6 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil Construction	2 contracts

Region 5:	
General Construction	14 contracts
HVAC/Mechanical	6 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil Construction	2 contracts

Region 6:	
General Construction	8 contracts
HVAC/Mechanical	4 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil Construction	2 contracts

Sourcwell reserves the right to award additional contracts from this solicitation, above the stated maximum number, if it is determined to be in the best interests of Sourcwell and participating entities, for a period of 180 Days (or longer, if mutually agreeable to both the proposer and Sourcwell).

Sourcwell retains the right to waive any informality in a Bidder's response. Sourcwell reserves the right to reject all bids and advertise again if, in Sourcwell's opinion, the bids received do not meet or exceed the minimum needs and expectations of Sourcwell and its participating entities. Sourcwell reserves the right to award additional Contracts from this solicitation up to 180 calendar days after the close of the IFB.

Competitive Range. If Sourcwell receives a wide margin of bid Adjustment Factors, either too high or too low, then the Sourcwell Bid evaluation committee may establish a Competitive Range for the IFB. 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 will be notified that it was determined to be outside the Competitive Range after award of the contracts.

Unbalanced Bid. A Bid may be removed from consideration if it is determined that the Bidder has mathematically unbalanced its 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 its 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.

Other Than Normal Working Hours Adjustment Factors. A Bidder's Other Than Normal Working Hours Adjustment Factors must be higher or equal to its Normal Working Hours Adjustment Factors.

Non Pre-Priced Adjustment Factors. A bidder's Non Pre-Priced adjustment factor must not be lower than 1.0000.

IX. ASSIGNMENT OF WORK

See the Contract, and General Terms and Conditions for a detailed description of how work will be assigned.

X. PROTESTS OF AWARDS

Any protest made under this IFB by a Bidder must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must allege a procedural or technical defect, with supporting documentation. A request for re-evaluation of a bid's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation by IFB number
- A precise statement of the relevant facts
- Identification of the alleged breakdown in procedure or technical issues
- Identification of the legal or factual basis
- Any additional supporting documentation
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty

Protests that do not address these elements will not be reviewed.

XI. RIGHTS RESERVED

This IFB does not commit Sourcewell to award any contract, and a bid may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Bids that contain false statements or do not support an attribute or condition stated by the Bidder may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this IFB at any time
- Reject any and all bids received

- Reject bids that do not comply with the provisions of this IFB
- Independently verify any information provided in a Bid
- Disqualify any Bidder that does not meet the requirements of this IFB, is debarred or suspended by the United States or Canada, State of Minnesota, participating entity's state; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the bids received
- Clarify any part of a bid
- Award a contract if only one responsive bid is received if it is in the best interest of participating entities
- Award a contract to one or more Bidders if it is in the best interest of participating entities

XII. DISPOSITION OF BIDS

All materials submitted in response to this IFB will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591. It is the Bidder's responsibility to clearly identify any data submitted that it considers to be protected. Bidder must also include a justification for the classification citing the applicable Minnesota law.

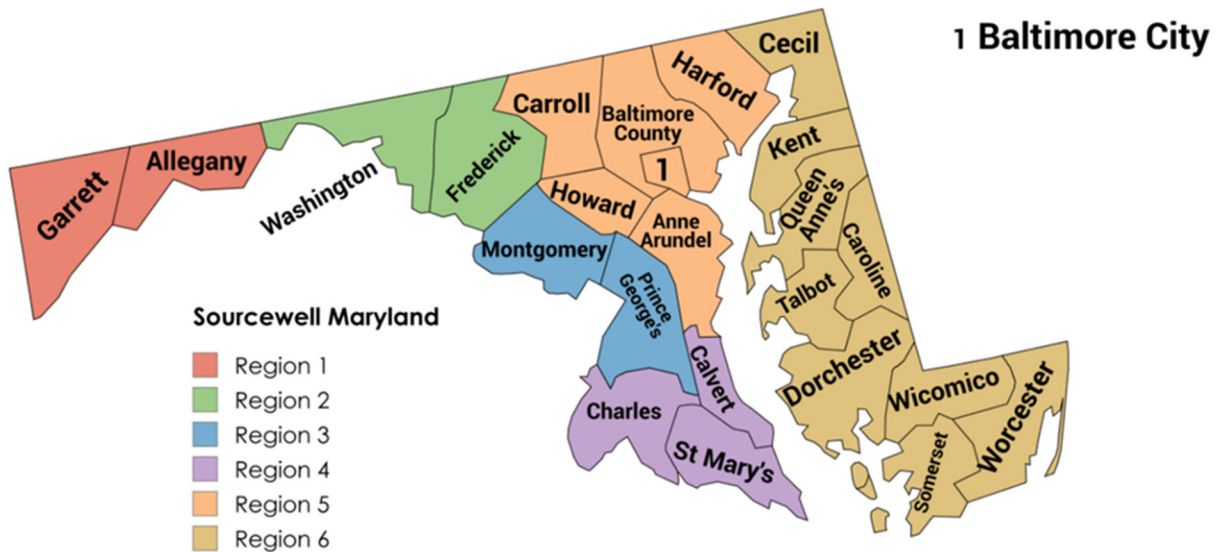
Sourcewell will not consider the prices submitted by the Bidder to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Bidder is not considered trade secret under the statutory definition.

The Bidder understands that Sourcewell will reject bids that are marked confidential nonpublic, either substantially or in their entirety.

[Map of Regions to Follow]

MAP OF SOURCEWELL CONTRACT REGIONS

Solicitation #MD-030425



Region 1			
Garrett	Allegany		

Region 2			
Washington	Frederick		

Region 3			
Montgomery	Prince George's		

Region 4			
Charles	St. Mary's	Calvert	

Region 5			
Carroll	Baltimore	Baltimore City	Harford
Howard	Anne Arundel		

Region 6			
Cecil	Kent	Queen Anne's	Talbot
Caroline	Dorchester	Wicomico	Worcester
Somerset			