

# Invitation for Bid (IFB) DOCUMENTS

Contractor – Open Market

IFB# **KY-062420**  
State of Kentucky

Indefinite Quantity Construction Contract



May 2020

# INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)

IFB# KY-062420

## Table of Solicitations for State of Kentucky – North Central Area

Solicitation Trade / Solicitation Number	Geographic Area	Bid Due Date and Time	Estimated Annual Value	Maximum Contract Term
<b>General Construction KY-NC-GC01-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-NC-GC02-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-NC-GC03-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-NC-GC04-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-NC-GC05-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>HVAC Construction KY-NC-HVAC01-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>HVAC Construction KY-NC-HVAC02-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Electrical Construction KY-NC-E01-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Electrical Construction KY-NC-E02-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing Weatherproofing KY-NC-RW01-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing Weatherproofing KY-NC-RW02-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing/Weatherproofing KY-NC-RW03-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Paving Construction KY-NC-P01-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Paving Construction KY-NC-P02-062420</b>	North Central Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years

See Section Three (3) for Map and list of geographical areas.

# INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)

**IFB# KY-062420**

## Table of Solicitations for State of Kentucky Eastern Area

Solicitation Trade / Solicitation Number	Geographic Area	Bid Due Date and Time	Estimated Annual Value	Maximum Contract Term
<b>General Construction KY-E-GC01-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-E-GC02-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-E-GC03-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-E-GC04-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-E-GC05-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>HVAC Construction KY-E-HVAC01-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>HVAC Construction KY-E-HVAC02-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Electrical Construction KY-E-E01-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Electrical Construction KY-E-E02-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing/Weatherproofing KY-E-RW01-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing/Weatherproofing KY-E-RW02-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing/Weatherproofing KY-E-RW03-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Paving Construction KY-E-P01-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Paving Construction KY-E-P02-062420</b>	Eastern Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years

See Section Three (3) for Map and list of geographical areas.

# INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)

**IFB# KY-062420**

## Table of Solicitations for State of Kentucky – Western Area

Solicitation Trade / Solicitation Number	Geographic Area	Bid Due Date and Time	Estimated Annual Value	Maximum Contract Term
<b>General Construction KY-W-GC01-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-W-GC02-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-W-GC03-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-W-GC04-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>General Construction KY-W-GC05-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>HVAC Construction KY-W-HVAC01-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>HVAC Construction KY-W-HVAC02-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Electrical Construction KY-W-E01-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Electrical Construction KY-W-E02-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing/Weatherproofing KY-W-R01-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing/Weatherproofing KY-W-R02-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Roofing/Weatherproofing KY-W-R03-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Paving Construction KY-W-P01-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years
<b>Paving Construction KY-W-P02-062420</b>	Western Kentucky	<b>4:30 PM CT 06/24/20</b>	\$2,000,000	4 Years

See Section Three (3) for Map and list of geographical areas.

**Bids for all contracts covered by this solicitation are due by**  
**4:30 PM CT on June 24, 2020**

Sourcewell, issues this Invitation for Bid (IFB), to provide Indefinite Quantity Construction Contracting (IQCC) services to, all Sourcewell Members including all government agencies, education agencies such as colleges and universities, and non-profit agencies in the State of Kentucky. Each contract will have 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. A contract extension may be offered based on the best interests of Sourcewell and its members.

This IFB consist of Four 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

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

Interested bidders are encouraged to attend a pre-bid conference that will be conducted for the purpose of discussing the IQCC procurement system, the contract documents, and reviewing the Sourcewell Procurement Portal system for responding to the IFB. The Pre-Bid conference will be conducted via webcast on the below date and time. Information about the webcast will be sent to all entities that registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account.

**Pre-Bid conference will be held on June 3, 2020 at 1:00 p.m., Central Time**

An electronic copy of the IFB Documents, including the instructions for submitting a bid, may be obtained by visiting the Sourcewell Procurement Portal at <https://proportal.sourcewell-mn.gov> and selecting the desired solicitation from the open solicitations list. All Bidders must have a Sourcewell Procurement Portal account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Documents, to receive email notifications of the issuance of addenda, and to submit a bid online.

Bids are due by 4:30 p.m. Central Time on June 24, 2020

Questions related to this bid are to be submitted through the Sourcewell Procurement Portal only by clicking on the "Submit a Question" button for this specific bid opportunity.

BOOK 1  
Project Information, and Instructions to Bidders

IFB# **KY-062420**

State of Kentucky  
Indefinite Quantity Construction Contract



May 2020

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## SECTION ONE - PROJECT INFORMATION

### 1. DEFINITIONS

- 1.1. **Sourcewell:** Sourcewell, is a local government unit and public agency of the State of Minnesota pursuant to the Minnesota Constitution and enabling law [Minnesota Statutes Section 123A.21](#). It has the authority to develop and offer, among other services, cooperative purchasing and joint purchasing services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations.
- 1.2. **Joint Exercise of Powers:** Sourcewell cooperatively shares those contracts with its Members nationwide through various joint exercise of powers laws established in Minnesota and applicable laws in other states. The Minnesota joint exercise of powers law, Minnesota Statutes Section 471.59, states “Two or more governmental units . . . may jointly or cooperatively exercise any power common to the contracting parties ....” Similar joint exercise of powers laws may exist within each state of the United States. The Minnesota law allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on the website at [www.sourcewell-mn.gov/compliance-legal](http://www.sourcewell-mn.gov/compliance-legal).
- 1.3. **Sourcewell Members:**
  - 1.3.1. **Potential Sourcewell Members:** A Potential Sourcewell Member is defined as any public or private educational entity, including colleges and universities, school districts or 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 (Minnesota Statutes Section 471.59, subdivision 1). Membership in Sourcewell is required to participate in any Sourcewell Contract. Any current or potential Member of Sourcewell that is in compliance with the terms and conditions of membership, has 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 IFB and the resulting contracts.
  - 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 Contract 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 must be agreed to by the parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things, formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific policy requirements and standard business practices of the issuing Sourcewell Member.

- 1.5. **Adjustment Factors:** Adjustment Factors are the Contractor's competitively proposed price adjustments to the Unit Prices as published in the Construction Task Catalog, Book 3. Adjustment Factors are expressed as an increase or decrease from the published Unit Prices.
- 1.6. **Construction Task Catalog (CTC):** A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price.
- 1.7. **Contract:** The written contract between the Contractor and Sourcewell covering the Work to be performed; and other Contract Documents incorporated in or referenced in the Contract and made part thereof as if provided therein.

## 2. ABOUT SOURCEWELL

- 2.1. Sourcewell is a local government unit 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 include 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 contracts are created in compliance with applicable Minnesota laws. A complete listing of Sourcewell cooperative procurement contracts can be found at [www.sourcewell-mn.gov/cooperative-purchasing/contracts-vendor-search](http://www.sourcewell-mn.gov/cooperative-purchasing/contracts-vendor-search).
- 2.3. Sourcewell is governed by a Board of Directors made up of publicly elected officials and it authorizes all solicitations.
  - 2.3.1. **Subject to Approval of the Sourcewell Chief Procurement Officer as Ratified by the Board of Directors:** Sourcewell contracts are awarded by the action of the Sourcewell Chief Procurement Officer and ratified by the Board of Directors. This action is based on the open and competitive solicitation process facilitated by Sourcewell. The evaluation and resulting recommendation is presented to the Chief Procurement Officer by the Sourcewell Bid Review Committee and ratified by the Board of Directors.
- 2.4. Sourcewell currently serves over 50,000 members. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of cooperative and joint purchasing throughout the government and education communities nationally.

## 3. DEFINED GOALS OF THE 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 solicited prices. The Contractors will perform an ongoing series of individual Projects for Sourcewell Members at different locations primarily within the designated Geographic Area.

- 3.2. A benefit to the bidder is that one bid package may be prepared to compete on multiple contract opportunities. The resulting awarded contracts will be available to Sourcewell members that are comprised of government, education, and non-profit entities throughout the geographic area. Contracts awarded through Sourcewell ensure fair and open competition to help members in their procurement process; however, Sourcewell members are responsible to ensure that their applicable laws are satisfied. Post contract award, members may issue Purchase Orders to the contractor without the necessity of preparing their own IFB. This saves Sourcewell members time and allows for more economical and efficient purchasing.

#### 4. IQCC OVERVIEW

- 4.1. IQCC is a competitively solicited indefinite quantity construction contract awarded to Contractors to accomplish the repair, alteration, modernization, rehabilitation, and minor new construction of infrastructure, buildings, structures, or other real property. The Estimated Annual Value is based on the anticipated estimated annual use and the contract 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 contracts are awarded, Sourcewell Members will order Work from the CTC by issuing a Purchase Order against the contract.
- 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 Proposals to the Contractor. The Contractor will then prepare a Proposal Package for the Project including a Price Proposal, Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. If the Proposal Package is found to be reasonable, the Sourcewell Member will issue a Purchase Order. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor must perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.
- 4.5. Sourcewell, through a formal selection process, awarded a professional service agreement to The Gordian Group (Gordian) for its IQCC program. The system includes Gordian's proprietary ezIQCC, 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 Contract 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 Contract 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 Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information will include, but is not limited to Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

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

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

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

- 4.6. The Sourcewell Member (or the Sourcewell Member Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Sourcewell Member in developing a final scope of work. The Sourcewell Member will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's IQCC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Sourcewell Member with Price Proposal review, and if the Price Proposal is found to be reasonable, the Sourcewell Member will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.
- 4.7. The Contractor must, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell of each Purchase Order by forwarding a copy of the Purchase Order via email to [PO@ezIQCC.com](mailto:PO@ezIQCC.com) or via facsimile to (864) 233-9100.
- 4.8. The Contractor must, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell of each Invoice by forwarding a copy of the Invoice via email to [Invoice@ezIQCC.com](mailto:Invoice@ezIQCC.com) or via facsimile to (864) 233-9100.

## 5. GEOGRAPHIC AREAS

- 5.1. Sourcewell solicits bids for the Geographic Area as shown on Section Three. This solicitation is for the Geographic Area(s) as specified in this IFB. 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

- 6.1. The IFB Documents consist of four 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

## 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. Bidders responding to General Construction solicitations must be willing and capable of providing all or a majority of the various types of construction work as specified in Book 3 - Construction Task Catalog. Bidder may provide the Work either through its own forces or by utilizing subcontractors.

- 7.3. Bidders responding to the HVAC, Electrical, Roofing/Waterproofing, and Paving solicitations will 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.
- 7.4. In determining a Bidder's responsibility and ability to perform the 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/litigation history of the Bidder.
- 7.5. Bidder must have a fully functioning office within the state of Kentucky or one of the following states: Tennessee, Ohio, Indiana, Illinois, West Virginia, Missouri, Virginia.

## 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 Bid Evaluation Committee jointly and on behalf of its current and future Sourcewell Members.
- 8.2. 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 in accordance with Book 1, Section 2, article 10.9 and article 19.2, a Bidder will not be awarded more than one same scope Contract within any Geographic Area. In the event a Bidder submits the lowest bid on more than one Solicitation, Sourcewell will determine which Contract 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 Contracts from this solicitation for a period of 180 Days (or longer, if mutually agreeable to both the Bidder and Sourcewell).
- 8.3. The Bidder is required to answer questions concerning their Management Team, Plan, and capabilities, see Article 9, Section Two Instructions to Bidders. The answers to these questions will provide Sourcewell information to gauge the responsibility of the Bidder.
- 8.4. 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.
- 8.5. 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.



**8.6. The Other Than Normal Working Hours Adjustment Factors must be higher or equal to the Normal Working Hours Adjustment Factors.**

**9. ASSIGNMENT OF WORK**

- 9.1. If separate multiple awarded contracts are made available, then 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:

**9.13.1.**  $\text{Percent Discount} = (\text{Price Proposal Amount} - \text{NTE Offer}) \div \text{Price Proposal Amount}$  The discount shall be applied to subsequent Work Orders (additions or deletions) required to complete the Work, provided the Work Order contains materials, equipment and tasks that are similar in nature to the original Detailed Scope of Work.

**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**

**10.1.** 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
- Contract
- 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 1 – Instruction to bidders

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## 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 Sourcewell 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.
- 1.4. Bidders should include all relevant information in its submittal. Sourcewell cannot consider information that is not provided in the submittal. Sourcewell reserves the right to verify Bidder's information and may request clarification from a Bidder.

### 2. SOLICITATION OF IFB

- 2.1. Bids will be received in an electronic format only, through the Sourcewell Procurement Portal at <https://proportal.sourcewell-mn.gov>, until the deadline for receipt stated in this IFB. **Bids will be for the provision of Indefinite Quantity Construction Contract services for both Sourcewell and Sourcewell Members, and all government and education agencies to include colleges and universities, and non-profit agencies.**
- 2.2. The Award and resulting Contract may be awarded within the timeframe identified in this IFB. Complete IFB Documents will be made available through the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Paper, oral, facsimile, telephone, or other electronic submissions (other than through the Sourcewell Procurement Portal) are invalid and will not receive consideration.

### 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.
- 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. Questions regarding this IFB must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule on page v. and on the Sourcewell 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.
- 4.2. All questions, whether specific to a Bidder or generally related to the IFB, must be submitted using this process. Do not contact individual Sourcewell or Gordian staff to ask questions or request information as this may disqualify the Bidder from responding to this IFB. Sourcewell will not respond to questions submitted after the deadline.

### 5. PRE-BID SEMINAR

- 5.1. Sourcewell will hold a non-mandatory pre-bid conference via webcast on the date and time noted on page v. of this IFB and on the Sourcewell Procurement Portal. The purpose of this Pre-Bid conference is to review the Indefinite Quantity Construction requirements, the IFB Documents, and the Sourcewell Procurement Portal system for responding to the IFB.  
**Attendance at the Pre-Bid Seminar(s) is highly encouraged.**

### 6. ADDENDA TO THE IFB DOCUMENTS

- 6.1. 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 through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of said materials. 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.
- 6.2. Bidders must acknowledge receipt of any addenda when submitting their Bid through the Sourcewell Procurement Portal by checking a box for each addendum and any applicable attachment. It is the responsibility of the Bidder to have reviewed all Addenda that are issued. Bidders should check the Sourcewell Procurement Portal prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued. If a Bidder submits their bid prior to the Bid closing time and date and an addendum is issued, the Bidding System will **WITHDRAW** the Bid submission and the bid status will change to an **INCOMPLETE STATUS**.

The Bidder can view this status change in the “**MY BIDS**” section of the Bidder’s Sourcewell Procurement Portal Account. The Bidder is solely responsible to:

- 6.2.1. make any required adjustments to their Bid; and
- 6.2.2. acknowledge the addenda; and
- 6.2.3. Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than the stated bid closing time and date.

## 7. BID SUBMISSION PROCESS

### 7.1. **PREPARATION OF THE BID RESPONSE**

7.1.1. Bids must be submitted as follows:

- 7.1.1.1. All Bidders must have a Sourcewell Procurement Portal account and register as a Plan Taker for this Bid opportunity. Registering as a Plan Taker will enable the Bidder to download the Bid Documents, receive Addenda email notifications, download all documents and submit the Bid electronically online.
- 7.1.1.2. ONLY ELECTRONIC BID SUBMISSIONS through the Sourcewell Procurement Portal will accepted. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Sourcewell Procurement Portal system, and not when a Bid is submitted by a Bidder. Bid transmission can be delayed due to file transfer size, transmission speed, etc. For those reasons, it is recommended the Bidder allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise.
- 7.1.1.3. The closing time and date will be determined by the Sourcewell Procurement Portal web clock.
- 7.1.2. The bid documents must be submitted with all required content as set out in the Sourcewell Procurement Portal. Failure to properly complete or upload the required bid documents may result in rejection of the bid and cause the bid to be deemed non-responsive.
- 7.1.3. Mistakes may be corrected prior to bid due date through the Sourcewell Procurement Portal. Corrections and/or modifications received after the closing time will not be accepted, except as authorized by applicable rule, regulation or statute and Sourcewell. The Bidder is solely responsible to ensure the corrected or modified bid has been received by the Sourcewell Procurement Portal system no later than the stated closing time and date.
- 7.1.4. 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.

## 8. BID TRANSMITTAL

- 8.1. Sourcewell has contracted with bids&tenders to provide technical support for the Sourcewell Procurement Portal. Bidders should contact bids&tenders support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca), at least 24 hours prior to the Bid closing time and date, if problems are encountered in the bid submission process.

- 8.2. Bidders are solely responsible for ensuring all required documentation is submitted through the Sourcewell Procurement Portal no later than the date and time listed in this IFB. Sourcewell is not responsible for late receipt of bids. Late bids will not be considered. The Sourcewell Procurement Portal System will send a confirmation email to the Bidder when the bid has been successfully submitted. If the Bidder does not receive a confirmation email, contact bids&tenders support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

## 9. CONTRACTOR'S MANAGEMENT PLAN

- 9.1. The Bidder is required to answer questions pertaining to its plan for management of the contract. All Management Plan questions will be found within the specifications tab of the IFB. The Contractor's Management Plan questions **must be** answered in order to submit a bid.
- 9.2. 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 answers. These answers will become part of the complete submitted bid.
- 9.3. The Bidder may be determined non-responsive for failure to submit the Management Plan questions and/or declared non-responsible for failure to adequately address all points in the questions to the satisfaction of Sourcewell.
- 9.4. Management Team:  
9.4.1. The Bidder is required to answer questions pertaining to its management team and work capabilities for the contract within the Sourcewell Procurement Portal under the Specifications tab. The bidder may upload additional information pertaining to these questions under the uploads tab.

## 10. BID PRICING

- 10.1. 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.
- 10.2. 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.
- 10.3. The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and are performed on projects that **do require** prevailing wage rates.
- 10.4. The second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and are performed on projects that **do require** prevailing wage rates.
- 10.5. 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.
- 10.6. 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.

**10.7.** 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.

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

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

Or

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

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

Adjustment Factors	Weight
<b>NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS</b>	60%
<b>OTHER THAN NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS</b>	5%
<b>NORMAL WORKING HOURS- NON-PREVAILING WAGE RATE PROJECTS</b>	25%
<b>OTHER THAN NORMAL WORKING HOURS- NON-PREVAILING WAGE RATE PROJECTS</b>	5%
<b>NON-PRE-PRICED</b>	5%

## **11. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID**

**11.1.** 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 through the Sourcewell Procurement Portal.

## 12. BIDDERS RESPONSIVENESS AND RESPONSIBILITY

**12.1.** In accordance with accepted standards of competitive sealed bid awards as set forth in the state's Procurement Code, awards will be made to responsive and responsible Bidders whose bids are determined in writing to be the most advantageous to Sourcewell and its 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.

## 13. CERTIFICATION

**13.1.** By submitting a bid, the Bidder certifies:

- 13.1.1.** The submission of the offer did not involve collusion or any other anti-competitive practices;
- 13.1.2.** 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);
- 13.1.3.** 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 in Book 2, Section 2, Article 37); and
- 13.1.4.** 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 Contract(s) as Sourcewell Contract items or services. This clause shall include any future product or service additions as allowed through contract additions.

## 14. PROTESTS

**14.1.** Any protest made under this IFB by a Proposer 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. The protest must be received no later than ten (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 include the following items:

- 14.1.1.** The name, address and telephone number of the protester;
  - 14.1.2.** The original signature of the protester or its representative;
  - 14.1.3.** Identification of the solicitation by IFB number;
  - 14.1.4.** A precise statement of the relevant facts;
  - 14.1.5.** Identification of the issues to be resolved;
  - 14.1.6.** Identification of the legal or factual basis;
  - 14.1.7.** Any additional supporting documentation; and
  - 14.1.8.** Protest bond in the amount of \$20,000.00
- Protests that do not address these elements will not be reviewed.

## 15. PUBLIC RECORD

- 15.1.** 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.

## 16. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS

- 16.1.** This clause is applicable to States in which prevailing wage rates are established by law. The Contractor 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 Contract from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation under the terms of the Contract.
- 16.2.** 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.
- 16.3.** 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 detailed scope of work.

## 17. MARKETING

- 17.1.** Bidder must express a willingness and ability to take ownership and promote the services to be provided. Contractor must agree to work in cooperation with Sourcewell to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract 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.
- 17.2.** If bidder is awarded a contract based on this solicitation your sales force will be a primary driver of everyone's success. Bidders needs to be aware that:
- 17.2.1.** The use of a Sourcewell Contract will save their customer (Sourcewell's Member) the time and effort of soliciting its own individual IFB;
- 17.2.2.** The use of the Sourcewell Contract will save time and effort of responding to individual Invitations for Bid IFB; and
- 17.2.3.** The use of the Sourcewell Contract ensures that Sourcewell Members have the ability to choose you.
- 17.3.** An award of a contract resulting from this IFB is an opportunity for the awarded contactor to pursue commerce with and deliver value to Sourcewell and Sourcewell Members, but it is not a



guarantee of work. 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.

## 18. MEMBER SIGN-UP PROCEEDURE

**18.1.** 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 Contract will be defined during the award phase.

## 19. FEES

**19.1.** The bidder shall include the Sourcewell Administrative Fee in calculating the Contractor's Adjustment Factors.

**19.2.** Sourcewell's Administrative Fee will be calculated by dividing the Bidders submitted Adjustment Factors by 0.9250. The administrative fee will be invoiced to the Contractor at rate of 7.5% of the total Purchase Order Price charged to the Sourcewell Member.

**19.3.** 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.

**19.4.** 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

**19.5.** Sourcewell or Gordian may request records from the Contractor for all purchases through this Contract 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.

**19.6.** Sourcewell and Contractor hereby acknowledge that The Gordian Group, Inc., as Sourcewell's 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

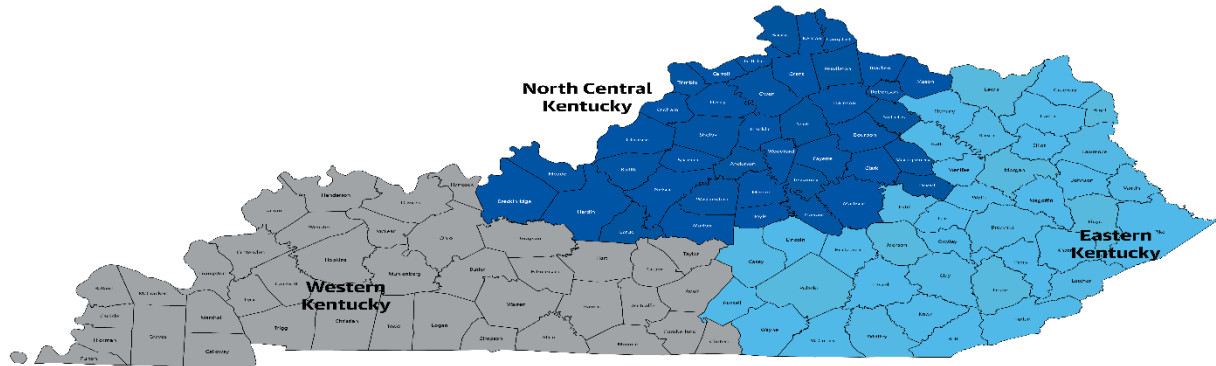
Administrative Fees set forth above by any party or third-party beneficiary of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and collection costs.

## 20. TAXES

**20.1.** 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.

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## SECTION THREE – GEOGRAPHIC MAP OF SOURCEWELL CONTRACT AREA



### North Central Kentucky Counties

Anderson	Grant	Nelson
Boone	Hardin	Nicholas
Bourbon	Harrison	Oldham
Boyle	Henry	Owen
Bracken	Jefferson	Pendelton
Breckinridge	Jessamine	Powell
Bullitt	Kenton	Robertson
Campbell	Larue	Scott
Carroll	Madison	Shelby
Clark	Marion	Spencer
Fayette	Mason	Trimble
Franklin	Meade	Washington
Gallatin	Mercer	Woodford
Garrard	Montgomery	

## Eastern Kentucky Counties

Bath	Jackson	McCreary
Bell	Johnson	Menifee
Boyd	Knott	Morgan
Breathitt	Knox	Owsley
Carter	Laurel	Perry
Casey	Lawrence	Pike
Clay	Lee	Pulaski
Elliot	Leslie	Rockcastle
Estill	Letcher	Rowan
Fleming	Lewis	Russell
Floyd	Lincoln	Wayne
Greenup	Magoffin	Whitley
Harlan	Martin	Wolfe

## Western Kentucky Counties

Adair	Fulton	McLean
Allen	Graves	Metcalfe
Ballard	Grayson	Monroe
Barren	Green	Muhlenberg
Butler	Hancock	Ohio
Caldwell	Hart	Simpson
Calloway	Henderson	Taylor
Carlisle	Hickman	Todd
Christian	Hopkins	Trigg
Clinton	Livingston	Union
Crittenden	Logan	Warren
Cumberland	Lyon	Webster
Daviess	Marshall	
Edmonson	McCracken	

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## SECTION 4 – SAMPLE INDEFINITE QUANTITY CONSTRUCTION CONTRACT

IFB NUMBER: \_\_\_\_\_

GEOGRAPHIC AREA: \_\_\_\_\_

This Contract dated \_\_\_\_\_, by and between Sourcewell and  
\_\_\_\_\_ at the following address, \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Contract; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC); Book 4 - Technical Specifications) and Addenda thereto; all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to [PO@EZIQ.com](mailto:PO@EZIQ.com) or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to [Invoice@EZIQ.com](mailto:Invoice@EZIQ.com) or via facsimile to (864) 233-9100.

### ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Contract will be issued by an individual

Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.

- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

### ARTICLE 3. THE CONTRACT PRICE

- A. This Contract is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Contract is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

#### TO BE ENTERED BY SOURCEWELL:

- a. **NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

\_\_\_\_\_.  
(Specify to four (4) decimal places)

- b. **OTHER THAN NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

\_\_\_\_\_.  
(Specify to four (4) decimal places)

- c. **NORMAL WORKING HOURS - NON-PREVAILING WAGE RATE PROJECTS:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

\_\_\_\_\_.  
(Specify to four (4) decimal places)

- d. **OTHER THAN NORMAL WORKING HOURS - NON-PREVAILING WAGE RATE PROJECTS:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

\_\_\_\_\_.  
(Specify to four (4) decimal places)

- e. **NON PRE-PRICED ADJUSTMENT FACTOR:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

\_\_\_\_\_  
(Specify to four (4) decimal places)

## ARTICLE 4. TERM OF THE CONTRACT

- A. This Contract has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed four (4) years. An extension may be offered beyond the original four-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Contract on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Contract at any time.
- B. All Purchase Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Purchase Order.

## ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall 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 Contract 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 IQCC System License:

## ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract 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 Contract ("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 Contract 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.



- B. 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.
- C. 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 Contract, 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 Contract 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 Contract 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

By:

Sourcewell

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

Contractor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

Contract Number: \_\_\_\_\_ (assigned by Sourcewell)

SAMPLE