

REQUEST FOR PROPOSALS DOCUMENTS

Contractor – Open Market

SOLICITATION NO.

[See Solicitation Table](#)

North Texas Area
Indefinite Quantity Construction Contract



September 2019

INDEFINITE QUANTITY CONSTRUCTION CONTRACT (IQCC)
Request for Proposals (RFP)
Solicitation Table
North Texas Area

Solicitation Number	Trade	Geographic Area	Proposal Due Date and Time	Estimated Annual Value	Maximum Term
TX-NT-GC-101619	General Construction	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years
TX-NT-RC-101619	Roofing Construction	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years
TX-NT-APC-101619	Asphalt/Paving/ Concrete Construction	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years
TX-NT-EC-101619	Electrical Construction	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years
TX-NT-PC-101619	Plumbing Construction	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years
TX-NT-MC- 101619	Mechanical Construction	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years
TX-NT-P-101619	Painting	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years
TX-NT-F-101619	Flooring	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years
TX-NT-W-101619	Waterproofing	North Texas Area	4:30 PM CT 10/16/2019	\$2,000,000	5 Years

See Section Three for map and list of Geographical Area.

**Proposals for all contracts covered by this solicitation are due by
4:30 PM CT on October 16, 2019**

Sourcewell formerly known as the National Joint Powers Alliance or NJPA, issues this Request for Proposals (RFP) 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 Texas. Each contract will have an initial term of two years and bilateral option provision for three additional one-year terms. The Estimated Annual Value per contract is \$2,000,000.00. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original five-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members.

This RFP consists of four Books:

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

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

Interested Proposers are strongly encouraged to attend a pre-proposal 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 RFP. Attendance at one of the below seminars is strongly encouraged.

September 25, 2019 @ 9:00 AM CT

Hampton Inn Hilton
8962 S. Broadway Ave.
Tyler, TX 75703

September 25, 2019 @ 2:00 PM CT

Garden Inn Dallas/Allen
705 Central Expressway South
Allen, TX 75013

Intending proposers can pre-register for the pre-proposal conference by following the link below and selecting "bid details" of the desired solicitation on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>).

An electronic copy of the RFP Documents, including the instructions for submitting a proposal, 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 Proposers must have a Sourcewell Procurement Portal account and be registered as a Plan Taker for this proposal opportunity, which will enable the Proposer to download the RFP Documents, to receive email notifications of the issuance of addenda, to download all documents, submit questions and to submit a proposal online.

Proposals are due no later than 4:30 p.m. Central Time on October 16, 2019.

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

BOOK 1

Project Information and Instructions to Proposers

SOLICITATION NO.
[See Solicitation Table](#)

North Texas Area
Indefinite Quantity Construction Contract



September 2019

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BOOK 1
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SECTION ONE - PROJECT INFORMATION

1. DEFINITIONS

- 1.1 **Sourcewell:** Sourcewell, formerly known as the National Joint Powers Alliance or NJPA, is a local government unit 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 include 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. For State of Texas agencies, the Texas Interstate Compacts and Cooperative Agreements for Procurement, Texas Government Code Section 2156.181, states “The commission may enter into one or more compacts, interagency agreements, or cooperative purchasing agreements directly with one or more state governments, agencies of other states, or other governmental entities ... for the purchase of goods or services if the commission determines that the agreement would be in the best interest of the state.” For local governments, Texas Government Code Section 271.102 states, “A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.” Minnesota law allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on the website at: www.sourcewell-mn.gov/compliance-legal.
- 1.3 **Sourcewell Members:**
- 1.3.1 **Potential Sourcewell Members:** A Potential Sourcewell 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 RFP 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 Proposer'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.

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.
- 2.3 Sourcewell is governed by a Board of Directors made up of publicly elected officials and it authorizes all solicitations.
- 2.4
 - 2.4.1 **Subject to Approval of the Sourcewell Chief Procurement Officer as Ratified by the Board of Directors: Sourcewell contracts are awarded by the action of the Sourcewell Chief Procurement Officer and ratified by the Board of Directors. This action is based on the open and competitive solicitation process facilitated by**

Sourcewell. The evaluation and resulting recommendation is presented to the Chief Procurement Officer by the Sourcewell Proposal Evaluation Committee and ratified by the Board of Directors.

- 2.5 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 RFP

- 3.1 The goal of this RFP is to establish a group of indefinite quantity construction contracts (IQCC) that Sourcewell and Sourcewell Members may access to complete the repair, alteration, modernization, rehabilitation, and construction of infrastructure, buildings, structures, or other real property 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.

4. IQCC OVERVIEW

- 4.1 IQCC is a competitively solicited indefinite quantity construction contract awarded to proposers to accomplish the repair, alteration, modernization, rehabilitation, and 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 two years with bilateral option terms. The RFP Documents include a Construction Task Catalog (CTC) containing repair and construction Tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices for the direct cost of construction. Once contracts are awarded, Sourcewell Members will order Work from the CTC by issuing a Purchase Order against the contract.
- 4.2 Proposers will offer price adjustments (Adjustment Factors) to be applied to the CTC Unit Prices. The Adjustment Factors represent either an increase to (such as 1.1000) or a decrease from (such as 0.9800) the preset Unit Prices. The amount to be paid for the Work ordered will be determined by: multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The CTC and the Proposer's Adjustment Factors will be incorporated into the awarded contract.
- 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 Sourcwell, through a formal selection process, awarded a professional service agreement to The Gordian Group (Gordian) for its IQCC program. The system includes Gordian's proprietary eziQC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which will be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcwell and Sourcwell 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 Sourcwell and Sourcwell 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 Sourcwell, 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 Sourcwell and Sourcwell 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 Sourcwell 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 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 or via facsimile to (864) 233-9100.

5. GEOGRAPHIC AREA

Sourcewell solicits proposals for the Geographic Area as shown on Section Three. This solicitation is for the Geographic Area(s) as specified in this RFP. Sourcewell uses the Geographical Area for proposal purposes. Proposers may perform work for Sourcewell Members located outside the defined Geographical Area upon award.

6. THE RFP DOCUMENTS

The RFP Documents consist of four Books:

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

7. EVALUATION OF PROPOSERS

- 7.1 Only proposals from firms normally engaged in performing the type of work specified

within the RFP Documents will be evaluated. Proposer must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to a Sourcewell Member (as solely determined by Sourcewell).

7.2 In determining a Proposer's responsibility and ability to perform the 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 Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer.

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

Factor 1 – Responsiveness (pass/fail)

Factor 2 – Technical Qualifications (acceptable/unacceptable)

Sub-factor 1: Individual qualifications of the Proposer's key personnel

Sub-factor 2: The Proposer's demonstrated ability to prepare the scope of work as described in Section 4.6 above

Sub-factor 3: Marketing Plan

Factor 3 – Past Performance (acceptable/unacceptable)

The Proposer's past Public Project Experience (6 Projects)

Factor 4 - Price (to be reviewed after Technical qualifications and Past Performance)

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

7.5 Proposer must have a fully functioning office within the State of Texas.

8. EVALUATION METHODOLOGY

8.1 **Factor 1 – Responsiveness:** To qualify for evaluation, a proposal must be responsive which means it will have been submitted on time and materially satisfy all mandatory requirements identified in this solicitation. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive. Deviations or exceptions stipulated in proposer's response, while possibly necessary in the view of the Contractor, may result in disqualification. Language to the effect that the Contractor does not consider this solicitation to be part of a contractual obligation will result in that proposal being disqualified by Sourcewell. Proposal submission is defined in Book 1, Section 2, part 7 – Proposal Submission Processes.

8.2 **Factor 2 – Technical Acceptability of Management Plan:** The proposals must demonstrate a thorough understanding of the requirements as detailed in this RFP and offer complete technical solutions to the requirements found in Book 1 – Project Information and Instructions to Proposers. The proposals will be evaluated for acceptability in accordance with the criteria set forth in this section. The Management Plan must convey to Sourcewell that the proposer possesses adequate technical expertise and experience, sufficient resources, and is able to plan, organize, and use those resources in a coordinated and

timely fashion to meet the needs of Sourcewell members. Sourcewell may make a final determination as to the Proposer’s capability to perform based on the proposal as submitted without requesting further information from the Proposer.

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

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

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Sub-factor One: Individual qualifications of the Proposer’s key personnel:

The proposal requirements listed in Book 1, Section 2 part 9.4 will be evaluated as follows:

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

Sub-factor Two: The Proposer’s demonstrated ability to prepare the scope of work as described in Section 4.6 above:

- Proposer’s demonstrated ability to complete projects on time and with minimal Change Orders.
- Proposer’s demonstrated ability to assist the member in scope of work development. This can be accomplished by explaining in detail your proposed participation in scope development and identifying the personnel who will be responsible for scope of work development.

Sub-factor Three: Marketing Plan:

- Proposers 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.

Sub-factor three acceptability is met when the submittal clearly demonstrates:

- A Proposer’s willingness and ability to take ownership in and promote the services proposed to be provided.
- A Proposer’s marketing strategy to promote the contract opportunity.

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

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

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

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

Rating	Description
Acceptable	Based on the Proposer’s performance record, Sourcewell has a reasonable expectation that the Proposer will successfully perform the required effort.
Unacceptable	Based on the Proposer’s performance record, Sourcewell has no reasonable expectation that the Proposer will be able to successfully perform the required effort.

Past Public Project Experience (6 Projects)

- An “acceptable” rating is attained when the proposal clearly demonstrates recent and relevant past public project experience in the manner specified within the Procurement Portal tables.

8.4 **Factor 4: Price:** A price evaluation will be performed for all proposers in accordance with this section. The Proposer will submit a single set of three (3) adjustment factors for each Trade in which Proposer seeks a contract award. Proposals will be ranked from lowest to highest price based on the Combined Adjustment Factor as described in Book One, Section One, Article 9. Technical and past performance evaluations will be performed **before** any price analysis is conducted.

If a response is determined by Sourcewell to not be technically acceptable or to not have

acceptable past performance, then the Sourcewell Evaluation Committee will continue to the next lowest price technically acceptable Proposer with acceptable past performance.

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

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

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

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

- Comparison of proposed combined adjustment factors to historical combined adjustment factors paid on similar ezIQC contracts.
- Comparison of combined adjustment factors with independent Sourcewell estimates.

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

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

9. AWARD

9.1 Contract Awards will be made by the Sourcewell Chief Procurement Officer and ratified

by the Board of Director based on the recommendation of the Sourcewell Proposal Evaluation Committee jointly and on behalf of its current and future Sourcewell Members. The Evaluation Committee will use criteria as permitted by the Texas Government Code and Texas Local Government Code, which allows for the awards to be made to the proposer offering the best value, taking into account estimated member needs within a geographic region, attainment of an acceptable or passing evaluations on Factors 1 – 3, and the Combined Adjustment Factor as shown within the Sourcewell Procurement Portal.

- 9.2 It is the intent of Sourcewell to award contracts to responsive proposers offering the best value, including the Combined Adjustment Factor as shown within the Sourcewell Procurement Portal. Sourcewell will have the right to waive any informality or irregularity in any Proposer's Response received and to accept the Proposer's Response(s), which in its judgment, is (are) in the best interests of Sourcewell and Sourcewell Members. Sourcewell reserves the right to reject all Proposals and advertise again if, in Sourcewell's opinion, the received proposals do not meet the minimum needs and expectations of the Sourcewell current and qualifying members. Sourcewell reserves the right to award additional contracts from this solicitation for a period of 180 Days (or longer, if mutually agreeable to both the Proposer and Sourcewell).
- 9.3 Additionally, the Proposer is required to submit a Management Plan, see Book 1, Article 9, Section Two Instructions to Proposers. The Proposer's Management Plan will provide Sourcewell information to gauge the acceptability of the technical capabilities of the Proposer.
- 9.4 Competitive Range Determination - if a wide margin is found in the Adjustment Factors submitted in response to the solicitation; being too high or too low, then the Sourcewell Proposal Evaluation Committee may establish a Competitive Range for the solicitation. If it is determined that a Proposer's Combined Adjustment Factor is too far outside the Competitive Range, then the Proposer can be removed from consideration. The Proposer will be notified that they were determined to be outside the Competitive Range after award of the contracts. Technical and past performance evaluation of a Proposer does not ensure inclusion in a competitive range, if one is set.
- 9.5 Unbalancing of Price Proposals – A proposal may be removed from consideration if it is determined that the Proposer has mathematically unbalanced its price proposal to gain a competitive advantage. The proposal will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of its anticipated profit, overhead cost, and other indirect costs that the Proposer anticipates for the performance of the work as determined by the Sourcewell Proposal Evaluation Committee. Proposers that are determined to be unbalanced may be rejected if the lack of balance within the adjustment factors poses an unacceptable risk to Sourcewell Members.
- 9.6 **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**
- 9.7 **The Non Pre-priced adjustment Factor without Administrative Fees must be between 1.0500 and 1.2000**

10. ASSIGNMENT OF WORK

- 10.1 The assignment of the Work is at the sole discretion of the Sourcewell Member. The Proposer's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.
- 10.2 BidSafe: Sourcewell may issue a Request for Quotation (RFQ) to two or more Contractors for a Work Order. Selection of the Contractor and award of the Work Order will be in compliance with established Sourcewell procedures.
- 10.3 Sourcewell reserves the right to utilize Bid Safe on a Work Order by Work Order basis.
- 10.4 Sourcewell will consider several factors when determining the applicability of Bid Safe to a Work Order including, but not limited to, the following:
 - 10.4.1 Estimated Work Order Amount;
 - 10.4.2 Scope documentation, including but not limited to A/E design;
 - 10.4.3 Nature and complexity of the Work;
 - 10.4.4 Contractors' abilities to self-perform the Work;
 - 10.4.5 Contractors' proven capabilities on similar Work;
 - 10.4.6 Schedule; and;
 - 10.4.7 Other appropriate criteria as deemed in the best interest of the Sourcewell Member.
- 10.5 The Detailed Scope of Work will be developed by the Sourcewell Member personnel and included with the RFQ.
- 10.6 Sourcewell may conduct one or more site visits with all contractors designated to Receive the RFQ.
- 10.7 All contractors that receive the RFQ will have the opportunity to submit requests for information. Should Sourcewell choose to respond to any or all of the requests for information, the responses, and any changes to the RFQ, will be provided in an addendum to all contractors designated to receive the RFQ.
- 10.8 The Contractor will utilize the Bid Safe application in the eGordian software to provide a Not to Exceed Offer (NTE Offer), along with any additional requested documentation, in response to the RFQ.
- 10.9 Sourcewell will issue a Request for Proposals to the Contractor submitting the NTE Offer that provides the best value to the Sourcewell Member based on, but not limited to, price and any technical factors considered.
- 10.10 The NTE Offer is valid for 120 Days from the date of opening unless stated otherwise in the Detailed Scope of Work.
- 10.11 The Contractor that receives a Request for Proposals will submit a Price Proposal to Sourcewell. Provided that any necessary Price Proposal modifications are completed in a timely and thorough manner, Sourcewell will deliver a Work Order Proposal Package for the Sourcewell Member's consideration.

- 10.12 The Work Order Amount shall be equal to the lessor of the NTE Offer and the Price Proposal amount.
- 10.13 Where the NTE Offer is less than the Price Proposal, the difference between the NTE Offer and Price Proposal shall be deemed a discount offered by the Contractor. The discount amount shall be a percent-based discount that will be calculated by the following equation:
Percent Discount = (Price Proposal Amount – NTE Offer) ÷ Price Proposal Amount
The discount shall be applied to subsequent Work Orders (additions or deletions) required to complete the Work, provided the Work Order contains materials, equipment and tasks that are similar in nature to the original Detailed Scope of Work.
- 10.14 If Sourcewell exercises its right to award a Work Order utilizing Bid Safe, collaboration between Contractors is specifically prohibited. Contractor collaboration undermines competition, and evidence of such will be considered a material breach of this

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

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

- Purchase Order which may include Plans, Drawings, and supplemental Technical Specifications
- Standard Specifications of the Sourcewell Member, city, state, or federal government, if any
- 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 Proposers

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SECTION TWO - INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION

- 1.1 The following instructions are given for the purpose of guiding a Proposer in properly preparing its proposal. Such instructions are part of the RFP Documents, and strict compliance is required with all the provisions contained in the instructions.
- 1.2 Examination of RFP Documents
 - 1.2.1 It is the responsibility of each Proposer before submitting a Proposal, to:
 - 1.2.1.1 Examine the RFP Documents thoroughly,
 - 1.2.1.2 Take into account federal, State and local laws, regulations, ordinances, and applicable procurement codes that may affect costs, progress, performance, and furnishing of the Work, or award,
 - 1.2.1.3 Study and carefully correlate Proposer's observations with the RFP Documents, and
 - 1.2.1.4 Carefully review the RFP Documents and notify Sourcewell of all conflicts, errors or discrepancies in the RFP Documents of which Proposer knows or reasonably should have known.
- 1.3 The submission of a Proposal will constitute an incontrovertible representation by Proposer that it has complied with the above requirements and that without exception, the Proposal is premised upon performing and furnishing the Work required by the RFP Documents and that the RFP Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. SOLICITATION OF PROPOSALS

- 2.1 Electronic Submission of Proposals: Proposals must be received in an electronic format through the Sourcewell Procurement Portal at <https://proportal.sourcewell-mn.gov>, until the deadline for receipt stated in this RFP.
- 2.2 Physical Delivery of Proposals: Proposals may also be submitted in hard-copy format. Sealed and properly identified proposals entitled "INDEFINITE QUANTITY CONSTRUCTION CONTRACT" will be received and time stamped at Sourcewell Offices, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 by the deadline for receipt of proposals as specified in the Request for Proposals.
- 2.3 Scope: Proposals will be for the provision of Indefinite Quantity Construction Contract services for both Sourcewell and Sourcewell Members, and all government and education agencies to include colleges and universities. A Sourcewell employee will open the proposals submitted electronically or physically at the Sourcewell offices after the submission deadline. Awards and resulting Contracts may be awarded within the timeframe identified in this RFP. Complete RFP 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 must advertise in one or more publications distributed in the geographic area**, including, but not limited to, newspapers and other publications consistent with state law regarding notice of this request for proposals.

4. QUESTIONS

- 4.1 Questions related to this RFP must be submitted through the Sourcewell Procurement Portal only by clicking on the "Submit a Question" button for this specific opportunity. All questions must be submitted prior to **October 9, 2019 at 12:00 P.M. Central Time**. Sourcewell urges potential Proposers to communicate all concerns during the response period to avoid misunderstandings.
- 4.2 If a question is deemed by Sourcewell to have a material impact on the RFP, the response to the question will become an Addendum to these RFP Documents.

5. PRE-PROPOSAL CONFERENCE

A pre-proposal conference and/or webinar will be held at the places and times listed in this RFP for the purpose of discussing the IQCC procurement system, the RFP Documents, and reviewing the Sourcewell Procurement Portal system for responding to the RFP. Attendance to a pre-proposal conference is strongly encouraged.

6. ADDENDA TO THE RFP DOCUMENTS

Addenda are written instruments issued by Sourcewell that modify or interpret these RFP Documents. All Addenda issued by Sourcewell will become a part of the RFP Documents. Addenda will be delivered to all potential proposers 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 proposals, except an Addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals.

Proposers must acknowledge receipt of any addenda when submitting their proposal through the Sourcewell Procurement Portal by checking a box for each addenda and any applicable attachment. It is the responsibility of the Proposer to have received all Addenda that are issued. Proposers should check the Sourcewell Procurement Portal prior to submitting their proposal and up until RFP closing time and date in the event additional addenda are issued. If a Proposer submits its proposals prior to the RFP closing time and date and an addenda is issued, the Procurement System automatically **WITHDRAWS** the Proposals submission and the status will change to an **INCOMPLETE STATUS**. The Proposer can view this status change in the **"MY BIDS"** section of the Proposer's Sourcewell Procurement Portal Account. The Proposer is solely responsible to:

- i) Make any required adjustments to its Proposal; and
- ii) Acknowledge addenda; and
- iii) Ensure the re-submitted Proposal is **RECEIVED** by the Procurement System no later than the stated RFP closing time and date.

7. PROPOSAL SUBMISSION PROCESS

7.1. PREPARATION OF THE PROPOSAL RESPONSE

- 7.1.1 Proposals must be submitted as follows:
 - 7.1.1.1 All Proposers must have a Sourcewell Procurement Portal account and register as a Plan Taker for this solicitation opportunity. Registering as a Plan Taker will enable the Proposer to download the RFP Documents, receive Addenda email notifications, download all documents, and submit the Proposal electronically online.
 - 7.1.1.2 Electronic proposal submissions through the Sourcewell Procurement Portal are encouraged. Proposers are cautioned that the timing of their Proposal submission is based on when the Proposal is **RECEIVED** by the Sourcewell Procurement Portal system, and not when a Proposal is submitted by a Proposer. Proposal transmission can be delayed due to file transfer size, transmission speed, etc. For those reasons, it is recommended the Proposer allow sufficient time to upload their Proposal 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.
 - 7.1.1.4 A Proposer that submits a proposal by physical delivery is solely responsible for delivery of the sealed proposal to the specified address with all Sourcewell Procurement Portal tables and all documents required to be uploaded in a proposal submitted through the Sourcewell Procurement Portal before the deadline for submissions stated in this RFP.
- 7.1.2 The proposal documents must be submitted with all required content as set out in the Sourcewell Procurement Portal. Failure to properly complete or upload the required proposal documents may result in rejection of the proposal and cause the proposal to be deemed non-responsive.
- 7.1.3 Mistakes may be corrected prior to proposal due date through the Sourcewell Procurement Portal. Corrections and/or modifications received after the closing time and date will not be accepted. The Proposer is solely responsible to ensure the corrected or modified proposal has been received by the Sourcewell Procurement Portal system no later than the stated RFP closing time and date.
- 7.1.4 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a

proposal confers no right of withdrawal after the deadline for submission of proposals.

8. PROPOSAL TRANSMITTAL

- 8.1 Sourcewell has contracted with bids&tenders to provide technical support for the Sourcewell Procurement Portal. Proposers should contact bids&tenders support at support@bidsandtenders.ca, at least 24 hours prior to the RFP closing time and date, if problems are encountered in the proposal submission process.
- 8.2 Proposers are solely responsible for ensuring all required documentation is submitted through the Sourcewell Procurement Portal, or received at the Sourcewell office, no later than the date and time listed in this RFP. Sourcewell is not responsible for late receipt of proposals. Late proposals will not be considered. The Sourcewell Procurement Portal System will send a confirmation email to the Proposer when the proposal has been successfully submitted. If the Proposer does not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

9. PROPOSER'S MANAGEMENT PLAN

- 9.1 The Proposer 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 RFP. The Proposer's Management Plan questions **must be** answered in order to submit a proposal.
- 9.2 In addition to the proposal documents and other required submittals, the Proposer's Management Plan will be used by Sourcewell to determine the capability of the Proposer to perform the contract. Therefore, the Proposer should take great care in the preparation of the Management Plan.
- 9.3 The Proposer may be determined non-responsive for failure to submit the Proposer's Management Plan and/or failure to adequately address the issues below to the satisfaction of Sourcewell may result in an evaluation finding of unacceptable.
- 9.4 Management Team
 - a. The Proposer is required to submit its Management Team for the contract as an uploaded document. The document should be titled "**MANAGEMENT TEAM FOR EXECUTION OF IQCC.**" The Proposer's Management Team **must be** submitted as part of the Proposer's response documents in the document upload section and must provide the following elements.
 - i. Provide an organizational chart.
 - ii. Describe the responsibilities and duties of each position by indicating who will manage the overall contract, attend Joint Scope Meetings, prepare Proposal Packages, negotiate with Subcontractors, supervise construction, and perform administration tasks.
 - iii. Provide resumes for your **key** personnel you intend to assign to this contract.
 - iv. Provide a current list of the number and classification of your full-time employees.

10. PROPOSAL PRICING

- 10.1 Each Proposer must submit three (3) Adjustment Factors to be applied to every task in the CTC. The proposal will be an adjustment “decrease from” (e.g., 0.9800) or “increase to” (e.g., 1.1000) the Unit Prices listed in the CTC. The three (3) Adjustment Factors submitted by Proposer will be considered applicable to each opportunity identified in the Solicitation Table within the stated Trade. **Proposers that submit separate Adjustment Factors for separate line items will be considered non-responsive and its proposals will be rejected.**
- 10.2 The Proposer's Adjustment Factors must include all of the Proposer's direct and indirect costs including, but not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, Purchase Order Proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of Book 3 – the CTC for a complete explanation of what is included in the Unit Prices and what is not.
- 10.3 The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and performed on Projects that require prevailing wage rates.
- 10.4 The second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours on Projects that require prevailing wage rates.
- 10.5 The third 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 Proposers will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks. **The NPP Adjustment Factor must not be less than 1.0500 and not higher than 1.2000, excluding Administrative Fees.**
- 10.6 Adjustment Factors must be specified to the fourth decimal place. For example:

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

Or

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

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

NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS	70%
OTHER THAN NORMAL WORKING HOURS- PREVAILING WAGE RATE PROJECTS	20%
NON PRE-PRICED	10%

11. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of one hundred and eight (180) Days following the time and date designated for the receipt of proposals. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn through the Sourcwell Procurement Portal.

12. PROPOSER RESPONSIVENESS AND RESPONSIBILITY

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

13. CERTIFICATION

By signing this proposal, the Proposer certifies:

- 13.1 The submission of the offer did not involve collusion or any other anti-competitive practices;
- 13.2 The Proposer/Contractor will not discriminate against any employee or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246);
- 13.3 The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and
- 13.4 The Proposer agrees to promote and offer to Sourcwell Members only those products and/or services as previously stated, allowed and deemed a resultant of the Contract (s) as Sourcwell Contract items or services. This clause will include any future product or service additions as allowed through contract additions.

14. PROTESTS

- 14.1 Any protest made under this RFP 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:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

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

15. PUBLIC RECORD

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

16. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS

- 16.1 This clause is applicable to states in which prevailing wage rates are established by law. The Contractor must pay prevailing wages to all workers in accordance with the applicable laws. The wage rates used for the CTC were the prevailing wage rates, if any; in effect at the time these RFP Documents were issued. In the performance of the Work, however, Contractor will be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by a state's regulatory agency with jurisdiction over such matters, at the time the Work is performed. If a revision is made to the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate will apply to this Contract from the effective date of such revision, however such revision will 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 will pay such wages to all workers in accordance with the applicable laws. If the Purchase Order is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.
- 16.3 Contractors must meet any goals or requirements established by the Sourcewell Member ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to small, local, minority, women, veteran or disadvantaged business enterprises. Additional participation goals may be incorporated into the detailed scope of the Work.

17. MARKETING REQUIREMENT

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

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

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

An award of a contract resulting from this RFP is an opportunity for the awarded proposer to pursue, commerce with, and deliver value to Sourcewell and Sourcewell Members, but it is not a guarantee of work. **As such the Proposer will demonstrate in the Management Plan specific marketing strategies, personnel and the qualifications of those personnel to market IQCC and the frequency and duration of marketing efforts.** Sourcewell reserves the right to deem a proposer non-responsive or to waive an award based on a Proposer's unwillingness to participate in such a marketing effort or by submitting an unsatisfactory marketing strategy as part of the overall management plan. Further marketing requirements will be found in Book Two, Section One, Article 10 this RFP.

18. MEMBER SIGN-UP PROCEDURE

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

19. FEES

- 19.1 The Proposer must include the Sourcewell Administrative Fee in calculating the Proposer's Adjustment Factors.
- 19.2 Sourcewell's Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price charged to the Sourcewell Member.
- 19.3 Sourcewell's Administrative Fee will be remitted by the Contractor to Sourcewell, or its designated contract administrator, within thirty (30) days of the submission of an invoice to a Sourcewell Member by Contractor. The Contractor will be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date set forth herein.
- 19.4 Sourcewell designates The Gordian Group, Inc., (Gordian) as its contract administrator. The Sourcewell Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

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

- 19.5 Sourcewell or Gordian may request records from the Contractor for all purchases through this 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 will, in addition to any Administrative Fees due, reimburse the appropriate party for the cost and expense related to such audit.
- 19.6 Sourcewell and Contractor hereby acknowledge that The Gordian Group, Inc., as 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 will be entitled to an award of reasonable attorneys' fees and collection costs.

20. TAXES

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

21. PHYSICAL PRESENCE

The Proposer must have a fully staffed and functioning office located within the State of Texas. Proposer must have been in business performing construction work for at least **three (3) years**.

22. SELF PERFORMANCE REQUIREMENT

Contractor(s) for all Non-General Contractor Construction Contracts will perform with its own organization and forces not less the 51% of the total amount of labor hours performed at the project site through the working foreperson level. The percentage calculation does not include field superintendents or office management personnel. Note: Sourcewell has determined that the percentage of self-performance is a critical performance criteria. As such, failure to achieve or exceed the self-performance requirements will constitute a reason to terminate the Contract.

North Texas Area Indefinite Quantity
Construction Contract Counties include the
following:

NORTH TEXAS AREA

Anderson	Coleman	Franklin	Kaufman	Rains	Tarrant
Angelina	Collin	Freestone	Lamar	Red River	Throckmorton
Archer	Comanche	Grayson	Limestone	Rockwall	Titus
Baylor	Cooke	Gregg	Marion	Rusk	Upshur
Bosque	Dallas	Harrison	McLennan	Sabine	Van Zandt
Bowie	Delta	Henderson	Montague	San Augustine	Wichita
Brown	Denton	Hill	Morris	Shackelford	Wilbarger
Callahan	Eastland	Hood	Nacogdoches	Shelby	Wise
Camp	Ellis	Hopkins	Navarro	Smith	Wood
Cass	Erath	Hunt	Palo Pinto	Smith	Young
Cherokee	Falls	Jack	Panola	Somervell	
Clay	Fannin	Johnson	Parker	Stephens	

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SECTION FOUR- SAMPLE INDEFINITE QUANTITY CONSTRUCTION CONTRACT

RFP NUMBER: _____

GEOGRAPHIC AREA: _____

This Contract dated _____, by and between Sourcewell (formerly NJPA) 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 RFP 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@EZIQC.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@EZIQC.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:

1. Normal Working Hours Prevailing Wage: 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)

2. Other Than Normal Working Hours Prevailing Wage: 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)

3. 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 two (2) years and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed five (5) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original five-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 after the initial two (2) year term or upon each option to extend, 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 eIQCC, 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.

Sourcewell

By:

Authorized Signature

Print Name

Contractor

By:

Authorized Signature

Print Name

Contract Number: _____ (assigned by Sourcewell)