
June 21, 2012

IIBEC's Position Statement applies to all publicly bid work, including federal, state (provincial/ territorial), municipal, and local government projects or otherwise taxpayer-funded projects in which IIBEC members may participate. Projects not under the procurement requirements of government agencies or that do not utilize taxpayer funds should also employ similar fair and impartial procurement practices.

It is the position of IIBEC that all public work and taxpayer-funded projects clearly adhere to all applicable procurement regulations, maintain the highest levels of transparency and value, and comply with the following principles.

In addition to the owner, projects should involve three distinct entities: the design professional, the manufacturer (or supplier), and the qualified contractor (contractor).

1. The design professional should be selected by the owner based on qualifications, experience and past performance. The design professional should prepare contract documents to be in compliance with all applicable code requirements (including but not limited to fire, wind, drainage, thermal resistance or performance, warranty and environmental requirements).

Contract documents should not be proprietary or exclusive to a manufacturer, a supplier or a qualified contractor. A product or system that may be able to be produced, supplied or installed by other competitors but is not, is considered a proprietary product/system. Procurement regulations have specific procedures that are required if proprietary materials or systems are to be considered.

Design professionals are discouraged from utilizing proprietary specifications. All projects should utilize a minimum of three manufacturers or utilize materials commonly available from three manufacturers. Systems should be selected to meet specific performance criteria or standards.

The design professional must adhere to all state (provincial/territorial) licensing requirements and carry the appropriate errors and omissions insurance.

2. The manufacturer and its suppliers should provide the materials and systems adhering to the contract documents. A manufacturer should not act as the design professional unless qualified to do so, and should state in writing and publicly its financial interest in the specifications/requirements provided.

Contractual obligations or agreements should not exist between owners and manufacturers. Proprietary and/or exclusionary specifications intended to limit competition among manufacturers, suppliers and/or qualified contractors are strongly discouraged. Manufacturers are encouraged to provide data,

information, or other assistance to qualified contractors to determine the best use and application of their materials and systems. Manufacturers should not control material specifications.

3. The contractor should be contracted directly to the owner. At no time should any contractual or financial obligation or agreement exist between the design professional and manufacturer, or the design professional and the qualified contractor, or the manufacturer and the qualified contractor. At no time should the manufacturer act as either the design professional or qualified contractor. At no time should the design professional act as the manufacturer or contractor.
4. Design-build delivery methods are acceptable under the following conditions:
 - (a) The principles noted above, are met.
 - (b) Design build delivery maintains a competitive bidding/tender environment among all parties: designer, contractor, and manufacturer.
 - (c) A design-build contract is used to ensure that a clear line of responsibility for the design and compliance with code is established.

It is the position of IIBEC that the use of "buy boards," group-purchasing agencies, and all similar purchasing models in any type of building construction, remediation, or rehabilitation are not transparent, do not ensure compliance with the minimum requirements of the codes, do not provide a competitive bid situation, and should not be utilized.