REQUEST FOR PROPOSAL

September 26, 2014

RE: Request for Proposal – Test, Adjust and Balancing Professional Services
Fit-Out Central Vivarium Space (RFP/RFQ)
The University of Iowa
Project # 0418001

The University of Iowa intends to retain a qualified company to provide Test, Adjust and Balancing (TAB) Professional Services for the Fit-Out Central Vivarium Space (RFP/RFQ) Project, located at 169 Newton Road, The University of Iowa, Iowa City, Iowa.

The project will encompass TAB for the fit-out of the central vivarium space, requirements for the TAB are identified in the John and Mary Pappajohn Biomedical Discovery Building – Fit-Out Central Vivarium Space Bid Package – General Construction Contract Documents. Interested and qualified companies are invited to submit a proposal for the project based on the scope of work identified below.

Background

This project was procured using the AS-BID Construction Documents including Addenda 1, 2 and 3. Further documents may be developed and the unit prices included will be used to adjust the final contract value as needed.

SECTION I – REQUEST FOR PROPOSAL

1.1 It is the University of Iowa’s intentions to select one company to perform the TAB Professional Services for the fit-out of the facility identified in this RFP.

1.2 The University of Iowa reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.

1.3 Receipt and Opening of Proposals:

1.3.1 Proposals are due no later than 12:00 pm on Tuesday, October 14, 2014. Combine all requested materials in a single *.pdf file format.

Submit electronically to:

alisha-schmitz@uiowa.edu and erin-marsh@uiowa.edu

1.4 A pre-proposal meeting will not be held. If you have any questions, please direct them in writing to Alisha Schmitz at alisha-schmitz@uiowa.edu.

1.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II - INSTRUCTIONS TO PROPOSERS

2.0 Definitions: The following terms, when used in this Request for Proposal are to be defined as follows:
University, Owner: The University of Iowa
Owner’s Representative: Alisha Schmitz
Proposer, Company, Vendor, and Testing Agency: A bidder/proposer submitting a response/proposal to this RFP. The terms are used interchangeably throughout this document.

Shall/Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal.

Contract/Agreement: These terms are used interchangeably throughout this document.

Bid/Proposal: Response submitted to this RFP.

Bid Documents: Contract Documents prepared by Rohrbach Associates, PC.

Design Professional: Rohrbach Associates, PC.

2.1 Proposals shall indicate the full name of the Company, shall be signed in the firm or corporate name of the Company, and shall bear the longhand signature of the principal duly authorized to execute contracts for the Company.

2.2 All erasures or corrections shall be initialied by the person signing the Proposal.

2.3 Each Proposer, by submitting a Proposal, represents that Proposer has:

2.3.1 Read and completely understands the instructions and terms and conditions stated in this Request for Proposal; including all attachments.

2.3.2 Visited the site and is totally familiar with the conditions under which the services are to be performed including availability and cost of labor and materials. Tours of the site are available as defined under Article 1.5.

2.3.3 Based the Proposal upon the services described in the Request for Proposal.

2.4 The University of Iowa reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.

2.5 This Request for Proposal does not commit the University of Iowa to make an award, nor will the University pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.6 The University may make such investigations as deemed necessary to determine the ability of the Proposer to perform the services and the Proposer shall furnish to the Owner all such information and data for these purposes as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the services contemplated therein.

2.7 Proposers are encouraged to keep proposals concise and to the point. Proposals shall include a table of contents and each page shall be sequentially numbered in the lower right hand corner.

2.8 Addenda and Interpretations:

2.8.1 Each Proposer shall examine the Request for Proposal carefully and not later than three (3) days prior to the date set for receipt of Proposals, shall make written request to the University’s Planning, Design & Construction office, Attn: Alisha Schmitz; 200 University Services Building, Iowa City, IA 52242, for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered.

2.8.2 Any and all interpretations, corrections, revisions, and amendments shall be issued by the Owner to all holders of Request for Proposal in the form of written addenda. All addenda
so issued shall become part of the RFP and shall be acknowledged by the Proposer and dated on the bottom of the Signature Page (Attachment B).

2.8.3 Only those interpretations, corrections, revisions, and amendments confirmed by written addenda shall be binding. Proposers are cautioned to refrain from including in their Proposal any interpretations, corrections, revisions, and amendments which are not confirmed by written addenda.

2.9 Important exceptions to RFP - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. All exceptions shall be noted on the Signature Page (Attachment B). Companies are cautioned that exceptions taken to this RFP may cause the Proposal to be rejected.

2.10 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references (Attachment A), and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

2.11 Silence of Specifications - Commercially accepted practices shall apply to any detail not covered in the specifications and to any omission of the specifications. Any omission or question of interpretation of the specifications that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

2.12 The Company awarded this work shall submit a Certificate of Insurance meeting all University of Iowa requirements. (See Section VIII – Insurance Requirements). Additionally, the Company shall submit copies of all Certifications, including Permits, staff Licenses and Certifications.

SECTION III - SPECIAL TERMS AND CONDITIONS

3.0 AGREEMENT

3.0.1 A Standard Form of Agreement prepared by the University shall be executed by the University and the TAB Agency as the binding contractual agreement for this Request for Proposal. The TAB Agency shall submit a Certificate of Insurance meeting the University requirements with the executed Standard Form of Agreement.

3.0.2 The University and the TAB Agency may extend the original agreement as required by written mutual agreement (Professional Services Agreement Amendment) between the University and the testing agency.

3.0.3 Each section contained herein, any addenda and the response from the successful Proposer shall be incorporated by reference into the Standard Form of Agreement. Only the University’s Standard Form of Agreement shall be used. No other forms shall be allowed.

3.0.4 The University reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the University and the TAB Agency. The TAB Agency shall not commence any additional work or change the scope of the Services until receiving written authorization from the University of Iowa. The TAB Agency shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Testing Agency.
and the University. The Agreement may only be amended, supplemented or modified by a written document executed in the same manner as the original Agreement.

3.0.5 No price escalation will be allowed during the term of the agreement.

3.0.6 The University will in no case agree to terms not submitted for review with Proposals.

### 3.1 COMPENSATION

3.1.1 For BASIC SERVICES as outlined in this RFP, compensation shall be a STIPULATED SUM.

3.1.2. For additional services, compensation shall be stipulated at the time of occurrence.

3.1.3. If awarded this contract, REIMBURSABLE EXPENSES as defined by the University of Iowa’s Professional Services Agreement will not be allowed.

### 3.2 INVOICE PROCEDURE – PAYMENT TERMS

3.2.1 Payment terms for authorized services are net thirty (30) days upon receipt of an acceptable original invoice and after all supporting documentation and services are provided, inspected and accepted by the University of Iowa.

3.2.2 For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with the TAB Agency's invoice. The schedules shall be presented in such detail, and backed up with supporting information in the format the University of Iowa requests. Violation of this provision by the TAB Agency shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the University of Iowa.

3.2.3 All invoices and supporting documentation shall be submitted on a monthly basis to the designated University’s Project Manager.

3.2.4 The invoice shall clearly state:

TAB Agency Company Name;

Dates work was performed;

Description of work performed, and

Project Name, University of Iowa Project # and Contract #

3.2.5 Sample invoices shall be provided by the University of Iowa that have been pre-approved for format. See [http://www.facilities.uiowa.edu/pdc/consultants/agreement-form.html](http://www.facilities.uiowa.edu/pdc/consultants/agreement-form.html) for invoice format.

3.2.6 The University may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, lack of supporting documentation, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

### 3.3 RECORDS

3.3.1 The TAB Agency is to maintain all books, documents, papers, accounting records and other evidence pertaining to this work and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final audit under the Agreement, for inspection and audit by any authorized representative of the Federal Government, "Iowa Homeland Security and Emergency Management Division", and copies thereof shall be furnished, if requested.
3.3.2 Ownership of Documents - All reports, documents, information, presentations, and other materials prepared by the TAB Agency in connection with this Agreement are the University’s sole property in which the TAB Agency has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the TAB Agency by the University of Iowa shall remain the sole property of the University of Iowa and except for the TAB Agency’s limited possession for the purpose of carrying out each Agreement, shall be returned to the University of Iowa at the conclusion of each Agreement. Nothing written in this paragraph, however, will be interpreted to forbid the TAB Agency from retaining a single copy of information for its files.

SECTION IV - TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.1 SCOPE OF WORK

4.1.1 The TAB Agency shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, room & board, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services (hereinafter “Services”). The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project. The TAB Agency shall provide, perform and complete all of the Services in a proper and workmanlike manner, consistent with the highest standards of professional practice, and in full compliance with all federal, state and municipal regulations, and as required by or pursuant to this Request for Proposal.

4.1.2 The University of Iowa is seeking a qualified Company to provide Test, Adjust and Balancing for HVAC Professional Services in accordance with Associated Air Balance Council (AABC) – National Standards for Total System Balance and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) – HVAC Applications, Testing, Adjusting and Balancing manual along with other Owner Required testing. All regulatory or contractual interpretations shall be made by the applicable regulatory authority or the University of Iowa and shall be final.

4.1.2.1 The proposing firm shall be NEBB or AABC certified.

4.1.2.2 This project consists of, but is not limited to, fit-out development of an underground shell space (approximately 31,000 NSF), located at 169 Newton Road, and will be part of the University of Iowa Health Science Campus. Situated beneath the exterior courtyard bounded by Medical Education and Research Facility (MERF), Carver Biomedical Research Building (CBRB) and Pappajohn Biomedical Discovery Building (PBDB), the secure space will provide research, research support, centralized cage wash and autoclave facilities; connecting via tunnels to Bowen Science Building (BSB) loading dock, via dedicated elevator to MERF and CBRB Lower Levels, and directly to PBDB Basement Level.

This project, also, includes renovations in both MERF and BSB to remove antiquated existing cage wash facilities; converting those existing spaces into a new entrance facility, and storage for dirty and clean materials in MERF; and storage for dirty and clean materials in BSB. Exhaust systems for the Central Vivarium will be accommodated in the PBDB Penthouse, with the air distributed through vertical shafts. Exhaust systems for the Cage Wash area will be provided as part of this project, and installed in tunnels and ventilation shafts constructed during the PBDB project.
Construction work includes concrete slab floors on-grade, non-structural masonry walls and drywall partitions, doors and frames, ceilings, flooring, painting, laboratory and architectural casework, elevators, toilet / bath accessories, signage and other specialties, cage washing equipment, bedding material handling equipment, laboratory equipment, fire suppression, plumbing, HVAC, electrical, information technology, fire protection, access control, and remedial finish grading and landscaping.

4.1.3 The University of Iowa has contracted with Rohrbach Associates, PC, Iowa City to prepare construction documents for the Project. The documents are available for review at the following ftp site: http://dfs.rapidsrepro.com

4.1.4 Proposals shall comply with the Bid Package Documents dated August 13, 2014 prepared Rohrbach Associates, PC and all addendum released prior to the issuance of this RFP. If there any discrepancies, bid the most stringent and notify the Owner's Representative of the discrepancy.

4.1.5 For intent of this submittal, it is estimated that work under this project will be performed six (6) days per week, Monday through Saturday.

4.1.6 Attendance at pre-installation meetings will be required for each scope of work for which TAB services are required.

4.1.7 Attendance at bi-weekly progress meetings and a monthly deficiency meeting will be upon request especially during times of high frequency testing.

4.1.8 Coordination of services with the General Contractor so as to not impede the construction schedule.

4.1.9 Any deficiencies noted during testing shall be reported to the General Contractor's appointed responsible person before the field technician leaves the site. Deficiencies shall be documented in a deficiency log and discussed at the bi-weekly / monthly meetings. Issue resolution and resolution date shall be tracked via this deficiency log.

4.1.10 Parking onsite for one vehicle due to equipment and materials is included. All other parking is at an off-site location and is to be provided by this TAB for HVAC Agency.

4.1.11 Notify Owner of any anticipated additional services before proceeding with the work or at the time it occurs if it is not foreseeable. In order for testing professional to be compensated for additional services, work must be identified as added scope, retest or delay with proper notification and timely costs prepared. Delays, such as missing diffusers, etc. will not be compensated if technician has other activities to perform that could avoid demobilization.

4.1.12 The TAB Agency will be expected to coordinate their efforts in the best interest of the project with the General Contractor, the Commissioning Authority (CxA), the Owner's Representative and the subcontractors or stakeholders installing the various systems or performing the controls programming.

4.1.13 CONFLICTING REQUIREMENTS

4.1.13.1 If compliance with two or more standards is specified and standards establish different of conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement; refer uncertainties and requirements that are different, but apparently equal, to Owner's Representative for a decision before proceeding.
4.1.14 DOCUMENTATION – Submit reports to the Owner, Design Professional, Building Official, and General Contractor.

4.1.14.1 Detailed daily field logs will be turned in within 24 hours specifically noting, in detail, the work that occurred for that day.

4.1.14.2 A deficiency log will be maintained and updated weekly to allow for tracking of open deficiency items.

4.1.14.3 A final TAB report encompassing both air and hydronics will be required including a separate section for the final air report formatted as described in specification section 23 05 93 article 1.4.C – Special AALAC reports and content.

4.1.15 QUALITY ASSURANCE

4.1.15.1 TAB Agency shall be a company specializing in the adjusting and balancing of systems specified in the project bid documents with a minimum three years documented experience and certified by AABC or NEBB.

4.1.15.2 Perform all work under direct supervision of an AABC or NEBB Certified Test and Balance Engineer.

4.1.15.3 Total system balance shall be performed in accordance with AABC National Standards for Total System Balance, Field Measurement and Instrumentation or the NEBB Procedural Standards for Testing Adjusting and Balancing of Environmental Systems and in accordance with the scope of work specified in the project bid documents.

4.1.16 Provide services to perform Test, Adjust and Balancing in accordance with and as listed in all Division 23 – Heating, Ventilating and Air Conditioning (HVAC) Specification Sections including but not limited to:

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>23 05 93</td>
<td>TESTING, ADJUSTING AND BALANCING FOR HVAC</td>
</tr>
<tr>
<td>23 09 23</td>
<td>DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC</td>
</tr>
<tr>
<td>23 09 93</td>
<td>SEQUENCE OF OPERATIONS FOR HVAC CONTROLS</td>
</tr>
</tbody>
</table>

4.1.17 Additional services to provided are:

4.1.17.1 It is the TAB Agency's responsibility to post all changes, RFI, and Instructions to Contractors (ITC), etc. that affect this scope of work to the contract documents. Keep a posted set at all times for use by field and office staff. These documents will be distributed electronically thru BuildUI.

4.1.17.2 The TAB Agency will measure and document differential pressure at locations indicated by air flow direction arrows on sheet M0.01 of the construction documents. A differential pressure threshold of 0.001" must be met between the adjoining spaces to be acceptable to the Office of Animal Resources. The TAB Agency in consultations with the Engineer of Record will adjust air flows as necessary to meet this threshold.
4.2 OBSERVATIONS OF OPERATIONS AND SITE ACTIVITIES

4.2.1 The University of Iowa and the Commissioning Authority (CxA) for the project shall have the right to allow their respective representatives to inspect any of the Test, Adjust and Balancing operations, activities, and equipment. Notwithstanding the authority of a regulatory agency to conduct site visits, it is the exclusive right of the University of Iowa through its Owner’s Representative to communicate contract directions, changes, and final acceptance to the scope of work.

4.3 ESTIMATED PROJECT SCHEDULES

4.3.1 The University of Iowa does not guarantee any minimum or maximum hours of work for any of these projects. The project Contract Time begins on the day the General Contractor receives the Notice of Award, unsigned Form of Agreement, Performance Bond and Payment Bond, and Subcontractor List Form. Final Completion for all Work will be achieved within eight hundred eighty-two (882) calendar days; and with the following partial schedule requirements:

1) Substantially Complete all CV project Work within six hundred nine (609) calendar days from the receipt of the Notice of Award; and complete all items on the Punch List, and achieve Final Completion in this area within no more than thirty (30) days.

2) Following CV Final Completion, schedule ninety (90) calendar days when NO on-site project Work shall occur. During this period, the Owner shall occupy and sanitize the completed CV space.

3) Following the scheduled 90-day break, Substantially Complete all project Work at BSB and MERF within one hundred twenty-three (123) calendar days; and complete all items on the Punch List, and achieve Final Completion in both areas within no more than thirty (30) days.

4.3.2 The TAB Agency agrees to coordinate with the Owner’s Representative and to cooperate with the General Contractor to achieve the previously discussed project milestones.

4.4 TESTING ADJUSTING AND BALANCING AGENCY’S EMPLOYEES

4.4.1 The TAB Agency’s staff shall possess exceptional organizational, written and verbal communication skills and customer service skills. There will be frequent contact and communication with the Owner's Representative and Contractors.

4.4.2 The TAB Agency agrees to staff each project with personnel experienced in the nature of the work and having appropriate training, skills, and credentials to accomplish the work's objectives. The TAB Agency will maintain continuity of its staff assigned to the work to the fullest extent possible throughout the term of this Agreement.

4.4.3 The TAB Agency shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

4.4.4 The TAB Agency shall be responsible for providing protective gear and equipment to its agents and employees, and for ensuring its proper utilization.

4.4.5 The work shall be diligently and continuously performed in order that said work is completed within the time frame as specified by the University of Iowa.
4.4.6 Any person performing work on behalf of the TAB Agency must be identifiable by uniform, proper identification, and/or a marked vehicle. The TAB Agency shall only furnish employees who are competent and skilled for work under this contract.

4.4.7 If, in the opinion of the University, an employee of the TAB Agency is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

SECTION V - METHOD OF EVALUATION

5.0 Contract Award

5.0.1 Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the University with regard to the criteria detailed and the terms and conditions set forth herein. The University may select a Proposer based on an “all or none” proposal, on individual responses, or as is otherwise deemed to be in the best interest of the University.

5.1 Proposal Evaluation Criteria - The proposals will be evaluated based on, the general evaluation criteria stated below and the completeness, clarity and content of the proposal as requested by this RFP.

5.1.1 Qualifications and Experience

5.1.1.1 Years of experience of key personnel assigned to this project.

5.1.1.2 Feedback from References.

5.1.1.3 Knowledge and experience with providing Special Inspections and Testing services.

5.1.1.4 Technical support offered

5.1.1.5 Financial responsibility/stability

5.1.2 Cost Effectiveness

5.1.3 Company Responsiveness to RFP

5.1.3.1 Total scope of services offered

5.1.3.2 Responses to overall proposal and compliance with submission guidelines

5.1.3.3 Proposal presentation (completeness, organization, appearance, etc.)

5.2 The University of Iowa reserves the right to use both primary and secondary Proposers or to otherwise use multiple sources to protect the University of Iowa’s overall interests.

5.3 The Company must not have any unresolved performance issues with the University of Iowa. The Company’s performance as a Vendor, subconsultant or subcontractor in previous University contracts shall be taken into account when evaluating the Company’s submittal for this Request for Proposal. The University may survey other local agencies during the proposal evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The
University reserves the right to reject the Company’s submittal based on its assessment of the Company’s prior performance.

5.4 Financial terms will not be the sole determining factor in the award. To determine the award the University will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the University.

5.5 Proposal Evaluation Procedures - Proposals will be evaluated individually by a proposal evaluation team (hereinafter referred to as Team) using the “Proposal Evaluation Criteria” as listed above.

5.5.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the University’s requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.

5.5.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.

5.5.3 The Team may arrange a presentation and/or conference calls with representatives of the Companies whose proposals are deemed to be within the “competitive range.” The purpose shall be to provide clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value.

5.5.3.1 If presentations and/or conference calls have been conducted, representatives for each Proposer deemed to be within the competitive range shall provide a written clarification of any aspect of the solicitation that was requested by one or more Team evaluators. Clarifications may also be issued if a Team member regards such as being necessary to make a fair and reasonable determination of the proposal to accept. In addition, each Vendor deemed to be within the competitive range may be invited to submit a “best and final offer” if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation. Please note that guidance would also permit the Team to determine that only one proposal is within the “competitive range.” If such were to be determined, the Team administrator would then enter into negotiations with the Proposer offering the greatest value proposal in efforts to arrive at a purchase price that is deemed fair and reasonable based on price or cost analysis.

5.6 A Proposer’s submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

SECTION VI – FINANCIAL and TECHNICAL SUBMITTAL INSTRUCTIONS

FINANCIAL PROPOSAL

6.1 For the purpose of this Request for Proposal, the TAB Agency shall submit an all-inclusive, Not To Exceed proposal. The submitted proposal shall be based on the scope of work described in this RFP and as outlined in the project documents dated 13 August, 2014 and all addendum released prior to the date of this RFP.
6.3 Describe experience in all aspects of Testing, Adjusting and Balancing HVAC systems, to include all required inspections, observations and testing, contract management, and accounting and documentation systems.

6.4 Each Proposer shall submit a written statement describing the experience, organizational structure and "chain of command" of the Proposer's and sub consultant's team and the project management methods that are most appropriate to perform the services. The statement must include: historical methods for communicating with team members and local emergency management staff, team work assignments, data management and project tracking methodologies.

6.5 Proposer shall provide:
- Education, background and experience of Senior Management;
- Professional recognition of Proposer and/or its senior management team;
- The ability of Proposer to reduce and/or prevent instances of fraud, waste and abuse.
- The Supervisors resume, certificates and licenses as outlined in Article 1.1

6.6 All Proposers must certify that neither the Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to federal or state law.

6.7 Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

6.8 Have you ever failed to complete any Work awarded to you? If so, when, for whom, and why?

6.9 Have you ever defaulted on a contract? If so, when, for whom and why?

6.10 Is any principal or officer of your company an appointee, principal or officer of another organization conducting the same or similar line of work? If so, for whom?

6.11 Have you ever had a business or professional license revoked or suspended (or been debarred from performing work for a governmental jurisdiction)? If so, when, for whom and why?

6.12 Has any principal or officer of your company ever operated as another company or organization that has been disbarred or dissolved and re-incorporated under another company name? If yes, when and why?

6.13 List situations in which a contract has been terminated, including projects, dates and reasons for termination.

6.14 List any legal proceedings/claims in which the TAB Agency (or employees scheduled to participate in this project) has participated or is currently involved. Include descriptions of role, issuer and resolution to date.

SECTION VII - INSURANCE AND INDEMNIFICATION REQUIREMENTS

The TAB Agency shall maintain insurance for the duration of the Project or statute of limitations in effect at the time of the execution of the Standard Form of Agreement, whichever is longer in such amounts and types as required below.
8.1 The insurance required shall be obtained from a company(ies) licensed to do business in the state of Iowa and hold a current financial rating from A. M. Best of no less than A-, financial size VII, if reasonably available in the market place. The required minimum liability limits may be met through either the primary policy (ies), or a combination of primary and excess or umbrella policies.

8.1.1 Insurance coverage required:

8.1.1.1 Workers Compensation and Employer’s Liability: Coverage A – State of Iowa Statutory Benefits. Coverage B - $500,000 each accident; $500,000 disease each employee, and $500,000 disease policy limit.

8.1.1.2 Commercial General Liability (ISO 1998 or later/equivalent form) covering all work and operations under the Agreement with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

8.1.1.3 Automobile Liability of no less than $1,000,000 each accident and annual aggregate, covering owned, leased, hired, non-owned, and employee non-owned vehicles.

8.1.1.4 Professional Liability of no less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Coverage should be on a claims made basis.

8.1.1.5 Umbrella Liability of no less than $1,000,000 per occurrence.

8.1.2 The above liability insurance policies, with the exception of Professional and Workers Compensation coverage, shall name four entities, State of Iowa; Board of Regents, State of Iowa; The University of Iowa, and Owner's Representative as additional insureds.

8.1.3 The Testing Agency agrees to indemnify and hold harmless the Owner, Owner's Representative, the State of Iowa against all damages, liabilities or costs, including reasonable attorneys' fees and all costs associated with internal and external expenses for labor and materials in preparing for the defense, to the extent caused by the TAB Agency's negligent performance of professional services under this Agreement and that of its Professional Consultants or anyone for whom the TAB Agency is legally liable.
ATTACHMENT A - GENERAL COMPANY INFORMATION

Company Name and Owner

Company Corporate Address

IA Department of Labor Registration #

General Description of the Company:

Type of Organization (franchise, corporation, partnership, etc.)

Number of years in business:

REFERENCES

References: Include a reference list of at least three (3) clients to whom the Design Professional has provided Test, Adjust and Balancing services similar in scope and size to those being proposed herein.

Reference #1 - Name: __________________________
Address: ____________________________________
Contact Person & Phone: ________________________
Date & Description of Job: ______________________
Contract Value: ________________________________

Reference #2 - Name: __________________________
Address: ____________________________________
Contact Person & Phone: ________________________
Date & Description of Job: ______________________
Contract Value: ________________________________

Reference #3 - Name: __________________________
Address: ____________________________________
Contact Person & Phone: ________________________
Date & Description of Job: ______________________
Contract Value: ________________________________
ATTACHMENT A - GENERAL COMPANY INFORMATION

PERSONNEL

Name and title of employee who will be overseeing the Test, Adjust and Balancing project: ________________________________

Phone ___________________________ Cell ___________________________

Email ___________________________ Fax ___________________________

SUBCONTRACTING - No portion of this Proposal may be subcontracted without the prior written approval by the University of Iowa. List below the name, address and phone # of every subcontractor that you propose to use:

________________________________________________________________________

GENERAL

Has Proposer or any employee thereof anticipated being assigned to provide Test, Adjust and Balancing services been a defendant in any proceeding involving or arising out of TAB services within the past five years.

No [ ] Yes [ ]

E Mod Ratings for previous three (3) years ________________________________

Has your company had a contract related to Testing, Adjusting and Balancing services canceled within the past seven (7) years?

No [ ] Yes [ ]

If yes, state the name and address of the other contracting party and the reason on a separate sheet of paper.

SAFETY RECORD

Has your company received an OSHA violation in the past five (5) years? No [ ] Yes [ ]

If yes, attach copies of the citations and an explanation of how they were resolved.
The undersigned PROPOSER, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: ______________________________

Address: _____________________________________

City: __________________________ State: __________ Zip: __________

Authorized Representative (print): __________________________ Title: __________________________

Authorized Signature: ______________________________

Date: __________________________ E-mail: __________________________

Phone # ( ) __________________________ Fax # ( ) __________________________

Iowa Department of Labor Registration Number __________________________
EXCEPTIONS/DEVIATIONS The PROPOSER shall clearly state below any exceptions to, or deviations from, the minimum requirements, and any exceptions to the terms and conditions of this Request for Proposal. All exceptions shall be stated no matter how seemingly minor. Such exceptions or deviations will be considered in evaluating the Proposals. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write “No Exceptions” in the space below.

ADDENDA
The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: __________ Addenda Number: _____ Date: __________
Addenda Number: _____ Date: __________ Addenda Number: _____ Date: __________
EXHIBIT A
PROPOSAL LETTER