Request for Proposal #Q9409
Plumbing & HVAC
Time & Materials

Purchasing Services – Office of Business Operations
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, IA 50614-0008
Email: jon.westhoff@uni.edu
RFP #Q9409

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Please note: an electronic version of this Request for Proposal can be downloaded from:
http://www.vpaf.uni.edu/obo/purchasing/rfq_display.shtml

Proposals must be received by 3:00 P.M., CST, on August 15, 2019.
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Section I
Proposal Instructions and Conditions

1.1 General

The University of Northern Iowa (also referred to as “University” or “UNI”) is interested in establishing a contract(s) for miscellaneous Plumbing and HVAC services.

1.2 Description of the University of Northern Iowa

The University of Northern Iowa, located in Cedar Falls, was founded in 1876. Today, the campus covers 915 acres and consists of six colleges: Business Administration, Education, Humanities and Fine Arts, Natural Sciences, Social and Behavioral Sciences, and Graduate College.

1.3 University Representative

All questions and comments in reference to this Request for Proposal must be directed to:

Jon Westhoff
Purchasing Agent
103 Gilchrist Hall
University of Northern Iowa
Cedar Falls, Iowa 50614-0008
Telephone (319)273-6246
jon.westhoff@uni.edu

1.4 Each Vendor, by submitting a proposal, acknowledges its representatives have:

1.4.1 Read and completely understood the proposed Contract Documents contained in this RFP. The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work, Form of Proposal, and all attachments); any subsequent Addenda issued by UNI, Bidders response to this RFP, and any contractual agreement that may result from this RFP.

1.4.2 Based their proposal upon the requirements described in the proposed Contract Documents.

1.5 Receipt and Opening of Proposals

1.5.1 Proposals are to be submitted in an envelope, box, or package labeled “RFP Q9409: Miscellaneous Plumbing & HVAC Services”. Proposals must be received by Purchasing Services in the Office of Business Operations, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, by 3:00 P.M., CST, on August 15, 2019. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as non-responsive.

One (1) original and one (1) electronic copy of the proposal are to be submitted to Purchasing Services in response to this RFP.

1.5.2 Rates quoted are to be firm for one year. All billing rates shall be for time worked on site at UNI. Projects will be released on an as needed basis.

1.5.3 UNI reserves the right to accept or reject any or all proposals and to waive any irregularities,
technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide an unfair competitive advantage to any Company. UNI reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.

1.5.4 No proposals submitted by use of oral, telephonic, telegraphic, or facsimile methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal is sent by mail, Company should make allowance for the time required for such transmission.

1.5.5 Company's legally authorized representative (Officer of Company) shall sign the proposal. The official name, address, telephone, and fax number and e-mail addresses are to be stated on the proposal form.

1.5.6 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.5.7 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Proposals will be available for public viewing after a contract has been finalized with the awarded Company. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.

*Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, shall relieve UNI personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way released.*

1.5.8 All opened proposals become the property of UNI and will not be returned to the proposer.

1.6 Prerogatives of the University

This solicitation does not commit the University to award a contract or to pay any costs incurred in the preparation of a proposal and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to UNI. The University reserves the right to accept or reject any or all proposals received; to negotiate with any qualified respondent or respondents; or to cancel, in part or in its entirety, this RFP.

1.7 Addenda

Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Purchasing Services to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.8 Qualification of Company

1.8.1 UNI shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.

1.8.2 UNI reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy UNI that said Company is properly qualified to carry out the obligations specified herein.
1.8.3 UNI reserves the right to award based on the proposal(s) determined to be in its best interest.

1.9 Firm Selection

Selection of a Firm will be done through an evaluation of responses to this RFP #Q9409. A committee will complete the evaluation, considering written responses to the RFP and any subsequent clarifications requested by UNI’s evaluation team in selecting the Company it wishes to retain as its Firm. UNI and the selected Firm may enter into negotiations to reach a mutually acceptable agreement. Should UNI and the Company be unable to negotiate a mutually acceptable agreement in a timely manner, UNI reserves the right to select another Firm and enter into negotiations with that Company.

1.10 Exceptions to Contract Documents

Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Scope of Work of Section III, and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract in Section II. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of UNI. Exceptions not stated on Attachment A will have no effect.

1.11 Preference Laws

UNI will give preference to purchasing from Iowa based businesses if the proposals submitted are comparable in pricing and their ability to meet all other evaluation criteria, when compared with proposals submitted by other Companies.

1.12 Gratuities

The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee’s acts, opinion, judgment or exercise of discretion with respect to that employee’s duties.

1.13 Proposal Evaluation

All proposals submitted in response to this RFP will be reviewed for responsiveness by the purchasing agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below.

The contract will be awarded to the vendor/s whose overall offer is deemed to be the most advantageous to the University as determined by the evaluation committee. In preparing responses, offerors should describe in great detail how they propose to meet the specifications detailed in this RFP.

The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria which are listed in no particular order:

1.13.1 Cost
1.13.2 Demonstrate successful record as a Qualified Plumbing & HVAC Contractor
1.13.3 Qualified work force sufficient to respond to UNI project needs
1.13.4 Previous experience in performing similar work
1.13.5 Inclusion of materials requested in this Request for Proposal
1.14 **Issuing Office**

The Purchasing Agent listed herein is to be the **SOLE** point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

1.15 **Inquiries**

Prospective offerors may make written inquiries by mail, e-mail or fax before the written deadline concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the deadline. Responses to inquiries will be posted as addenda to the University’s Purchasing Webpage in a timely matter.

1.15 **Award of Contract**

1.15.1 An annual contract(s), if awarded, will be awarded to the most responsive and responsible Contractor(s) complying with University’s terms, conditions, and Scope of Work, subject to University’s right to reject any and all proposals or to waive any minor irregularity or technicality in proposals received. The stated purpose of this solicitation is to enter into an annual contract to provide time and material not to exceed, general plumbing and HVAC services.

1.15.2 Work, as it becomes available will be awarded on basis of the availability of manpower, expertise of the Contractor, ability to meet proposed schedule requirements and successful completion of similar projects. Thus, the University reserves the right to establish more than one annual contract as a result of this solicitation.

2.6.4 The University retains the right to renew each contract for three (3) additional one-year periods with mutual consent of both parties.

2.6.5 Not all University construction and renovation projects will fall under this contract. At any time, the University reserves the right to withhold specific projects or specific portions of projects from this award to be bid separately.
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Section II

Terms and Conditions of the Contract

The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.

2.0 Terms

2.0.1 The University

The University is the University of Northern Iowa. The term University means the University or the University's authorized representative. The University may be referred to as “University” or “UNI”.

2.0.2 The Company

The Company is the person or organization to which the University will issue a contractual agreement, when/if award of this Request for Proposal is made. The term Company means the Company or the Company's authorized representative.

2.0.3 The Work

The Work comprises the services and expenses required by the Contract Documents to carry out the contract.

2.0.4 The Agreement

The Agreement refers to the contractual agreement between UNI and the awarded Company, detailed in the contract documents and signed by both parties, and incorporating the RFP and Company’s response by reference. The agreement may be referred to as “Contract” or “Agreement”.

2.0.5 Contract Documents

The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by UNI, Bidders response to this RFP, and any contractual agreement that results from this RFP.

2.1 Non-appropriation of Funds

Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then UNI shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

2.2 Immunity from Liability

Every person who is a party to this Agreement is hereby notified and agrees that UNI, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.3 Indemnification

2.3.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its
agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

2.3.2 In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

2.4 Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where protected by law, except where it relates to a bona fide occupational qualification. In the event of the Company’s noncompliance with this clause or with any related federal or state regulations, this contract may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further contracts with the Board of Regents, State of Iowa.

2.5 Subcontractors

Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance, in writing, and be acceptable to UNI. The Company is responsible for all acts of its subcontractors, as well as, the subcontractors’ performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with UNI.

2.6 Insurance

Company shall purchase and maintain, throughout the term of this Agreement, comprehensive general liability insurance, including contractual liability, slip and fall coverage and comprehensive automobile liability insurance to protect Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Company, subcontractor, agent, or by anyone else directly or indirectly employed by Company. In addition, Company shall purchase and maintain errors and omissions insurance to protect UNI from any losses associated with Company’s acts. All statutory insurance requirements, including worker’s compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below:

Worker’s Compensation - Statutory
Comprehensive General Liability - $1,000,000 each occurrence*
Commercial Auto Liability - $1,000,000 each occurrence*
Errors and Omissions - $1,000,000 each occurrence*
*$2 Million aggregate
The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on such policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.7 Amendments to the Agreement

When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

2.8 Laws

Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

2.9 Assignment

The award of this RFP may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of UNI. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

2.10 Advertising

Company shall not use or reference the name of University of Northern Iowa as a part of any commercial advertising without prior written approval of UNI's central administration and it's Trademark and Licensing Office.

2.11 Taxes

UNI is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request.

2.12 Access to Company Records/Audits

The Company agrees to keep and provide full access to all records that pertain to UNI throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute.

2.13 Termination

2.13.1 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services
for UNI, or if Company is otherwise guilty of a substantial violation of the Contract Documents, UNI may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to UNI.

2.13.2 In any case where Company has failed to provide equipment and services or has provided nonconforming equipment and services, UNI shall provide a Cure Notice. If after notice Company continues to be in default, UNI may procure services from another source and terminate the Agreement, without penalty to UNI. Company may be required to pay UNI the difference if a higher cost firm is selected.

2.14 Severability of the Agreement

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

2.15 Open Competition

2.15.1 Where, in these contract documents, reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the purpose of establishing a basis of comparative quality, type or style and not for the purpose of limiting competition. It shall be understood that such method of description is not intended to exclude other items, processes, similar designs, or kinds of materials, but is intended merely as a means of establishing a standard of comparison. Other manufacturing processes may be used, if, in the opinion of UNI, they are acceptable in serviceability, durability, quality, functional capabilities and design.

2.15.2 UNI reserves the right to reject any substitute article or material, and/or the associated bid which, in UNI's opinion, does not meet the standard of quality established by such a reference in the contract documents.

2.15.3 Companies offering other than the items specified shall submit, with their bid, catalog cuts, brochures, and detailed specifications covering the items on which they are bidding. In addition, include samples of paint, laminate chair frame finishes and standard fabrics. Any deviation from the contract documents contained in this bid shall be noted by the company on the Bid Compliance Form. (See Attachment A.) Where the company proposes to substitute an article or material, the company shall be prepared to submit samples, upon request, for UNI's inspection. The cost of transportation, both ways, of such samples shall be borne by the company.

2.15.4 The company is expected to comply fully with the contract documents in this bid solicitation. In the event the company's materials or equipment do not conform, and those deviations have not been stated on the Bid Compliance Form, the company will be responsible for furnishing materials and equipment, which fully conform at no change in their bid price.

2.16 Guarantee-

In filling this order, Company warrants and guarantees to University that the articles are in compliance with sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Federal Anti-
Kickback Enforcement Act; Debarment and Suspension policies (E.O.s 1249 and 12689); Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); Rights to Inventions Made Under a Contract or Agreement in accordance with 37 CFR part 401; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7); Buy American Act.

2.17 Export Control-

Company acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the University. Company shall comply with all U.S. export controls laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions/exceptions, Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data which is subject to export controls under federal law, Company shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Company sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate the Agreement.

2.18 Energy Star Purchases-

Whenever possible, UNI will purchase equipment that is rated energy efficient by this joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy.

2.19 Hazardous Material-

All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code, Section 530.

2.20 Clean Air and Water Certification –

Company certifies by filling this order that its facility is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Company will immediately notify University Purchasing Services of the receipt of any communication indicating that any company’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

2.21 Federal Subcontract –

If this agreement constitutes a sub agreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.
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Section III
Scope of Work

3.1 Scope of Work

3.1.1 Contractor must demonstrate Firm's capacity to perform miscellaneous general Plumbing & HVAC work as described below with their Firm's internal resources.

3.1.2 The contract will be a written agreement between the University and the Contractor wherein payment will be based on the Contractor's actual hours worked charged at the labor rate specified herein, equipment, materials, and subcontractor services plus a fixed amount to cover the Contractor’s overhead and profit.

3.1.3 Any award(s) made as a result of this request shall be for the period of June 15, 2019 (or from the date of contract award, whichever is later) through July 1, 2021, subject to three (3) mutually agreed upon 1-year extension(s). Total possible term of five years.

3.2 Work Involved

3.2.1 The work involved shall consist of miscellaneous Plumbing and HVAC services to include, but not limited to, the following:

3.2.1.1 Domestic water, sanitary sewer or storm sewer utility repair
3.2.1.2 Valve replacement
3.2.1.3 Fixture replacement
3.2.1.4 Piping replacement and repairs – domestic water, sanitary sewer, storm sewer
3.2.1.5 Plumbing and HVAC equipment replacement
3.2.1.6 Steam piping and repairs
3.2.1.7 Small remodel projects

3.2.2 No other type of construction work is to be completed under this contract without approval from the University’s Representative and the Purchasing Contract Administrator.

3.2.3 The University prefers Contractor have access to a boom truck and trenching equipment for exterior projects. On the Form of Proposal, state the equipment your Firm will utilize and the hourly rates.

3.2.4 All Work shall be in conformance with current Federal, State, County and City codes and regulations as issued by EPA and subsequent legislation. Registration, certificates/licenses shall be current and available on demand.

3.2.5 Total construction costs for these projects shall generally range from $100 to $10,000. Projects may be awarded up to a maximum $100,000 total cost upon appropriate approvals from the University and Purchasing Contract Administrator.

3.2.6 Prior to commencing Work on any project request, the Contractor shall visit the site, become familiar with the conditions under which the Work is to be performed and correlate personal observations with requirements of the project request. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the project request before
commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the University’s Representative at once.

3.2.7 All labor and work on any project shall be executed in a thoroughly substantial and workmanlike manner by individuals properly trained in the particular trade undertaken. All materials, fixtures, and apparatuses shall be new and first class materials, and shall be delivered to the site of the building and installed in an undamaged condition, without exception. Any deviation to this shall be authorized by the University’s Representative.

3.2.8 University may, at its discretion, furnish materials for specific projects. Contractor will be so advised prior to commencing Work. Contractor shall be responsible for the proper care and protection of all materials, equipment, and other supplies delivered to the site.

3.2.9 Unless otherwise authorized, all Work will be accomplished during normal operating hours of the University. Normal hourly rates must be charged unless overtime is specifically approved for the project by the University’s Representative. Work may be requested for off-hours. Off-hour Work must be charged at normal hourly rates unless the Work is approved overtime.

3.2.10 All workers shall be properly supervised by the Contractor. Contractor shall strive for quality workmanship from his/her workers and be attentive in their supervision at all times.

3.3 Allowable Costs

3.3.1 Net costs of labor. Labor costs shall be itemized to indicate trade, hourly rate, man hours, and total cost. Hourly billing rate will include the following.

1) Contractor employee pay rate.
2) Employee FICA contributions.
3) Employee federal and state unemployment insurance costs.
4) Workmen's compensation, fidelity, and liability insurance costs.
5) General administrative and overhead expenses.
6) Project Management Services.
7) Gross profit margin.
8) Any additional employee payroll contributions.
9) Equipment/tools.

3.3.2 Net costs of materials, supplies and equipment, including shipping costs whether incorporated or consumed. Material costs shall be itemized to include unit cost, quantity, and total cost of each item; Consumables such as bits, blades, rags, anchors, gloves and masks will be charged to each project as they are consumed.

3.3.3 Net rental costs of machinery and equipment, exclusive of hand tools, used solely for the Work whether rented from the Contractor or others. Equipment costs shall be itemized to include equipment type, number of each, hourly rate, and total cost of each item; Contractor owned equipment list and hourly/daily rates will be submitted with proposal for consideration. For those pieces of equipment not submitted, the charges will not be allowed. Newly acquired equipment may be submitted to Purchasing’s Contract Administrator for review and upon mutual agreement; the equipment shall be added to the contract.

3.3.4 Net cost of all Work to be performed by the Contractor’s Subcontractors. The direct expenses and overhead and profit percentages for Work performed by Subcontractors is subject to the limitations and requirements specified herein for the Contractor. Subcontractor costs shall be itemized and the
Contractor shall furnish Subcontractor’s invoice in a similar time and material format with itemization for all costs included.

3.3.5 A percentage mark-up for overhead and profit subject to the following limits:

3.3.5.1 No additional mark-up will be permitted on Contractor’s labor rates offered in the Request for Proposal.

3.3.5.2 Fifteen percent (15%) maximum markup for materials purchased for each project.

3.3.5.3 Ten percent (10%) maximum markup for equipment for each project.

3.3.5.4 Ten percent (10%) maximum Contractor's mark-up for Work performed by a Subcontractor and passed through to University by Contractor.

3.3.6 Contractor shall not be entitled to additional reimbursement for home office labor and expenses, Project Management Services, other non-job site, or indirect overhead expenses; this includes preparation of cost target or probable construction cost.

3.3.7 Contractor will meet with the University’s Representative and review and agree on a cost target or probable construction cost. Further cost breakdowns may be requested by University’s Representative. Billings are to reflect actual hours worked and materials used and incorporated into the project.

3.3.8 The following definitions shall be used in establishing pricing:

3.3.8.1 Direct expense is the Contractor’s actual cost of any item that is easily defined as a required item for the completion of his Contract Release obligation;

3.3.8.2 Overhead is a business expense created by the Project but not necessarily a direct part of that portion of the Work involved;

3.3.8.3 Profit is the compensation accruing to the Contractor for the assumption of risk in a business enterprise.

3.3.9 Unless the materials are not readily available approval must be received prior to travel from the University’s Representative, Contractor is not entitled to travel costs or hours charged for obtaining materials.

3.3.10 The University will not pay costs incurred by the Contractor to correct Work that was not completed in accordance with the contract release, was not properly supervised or was not completed in a workmanlike manner.

3.4 Changes in the Scope of Work

3.4.1 If changes to the Scope of the Work are necessary, the University’s Representative will authorize the changes to the Contractor in writing. Work on scope changes shall proceed in accordance with the terms of the contract and costs allowed by the terms of the contract. The Contractor shall notify the University within three days if the changes result in changes to the cost or completion date.

3.4.2 Request for changes in the Work will be submitted on the Change in Scope of Work form, (Refer to Attachment D), reviewed and approved by the University's Representative with a copy sent to
the Purchasing’s Contract Administrator. Contractor will not be reimbursed for unauthorized changes.

3.5 Experience of Contractors

3.5.1 All Contractors submitting proposals shall be regularly engaged in Plumbing & HVAC services. Evidence of Contractor’s ability to complete this Contract shall be furnished to the University. University reserves the right to reject any proposal if the evidence furnished by or investigation of such Contractor fails to satisfy the University that such Contractor is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Contractor to demonstrate the firm is capable of managing multiple contract releases of Work at the same time.

3.5.2 Contractor shall have at least five (5) years of experience performing and supervising institutional and/or Plumbing & HVAC contracting and providing Plumbing & HVAC services with this type of Work. The Work shall be performed by qualified and experienced workers working under his supervision or under the supervision of an experienced Plumbing & HVAC contracting supervisor who has also been doing this type of Work for a minimum of five (5) years.

3.5.3 Contractor is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the University and approved in advance of any such award.

3.6 Keys/Access Cards

3.6.1 The University’s Representative will authorize issuance of keys/access cards to the Contractor. Contractor shall be responsible for the keys/access cards and must return them to the University’s Representative at the end of the each contract release. Contractor shall pay for any lost keys/access cards and rekeying or changing of locks, should the keys/access cards be lost by the Contractor. Rekeying or changing of locks when commenced will not be stopped in the process should the Contractor find the keys/access cards after notifying the University that they are lost. The University’s Representative will authorize the issuance of gate cards to the Contractor when access is necessary to areas where traffic is restricted.

3.6.2 All keys must be returned to the University’s Representative prior to the processing of the final invoice for payment. The discount period on that final invoice shall begin when final Work has been accepted and all keys have been returned and/or payment for lost keys/access cards has been received.

3.7 Parking

3.7.1 Contractors will be required to obtain construction (CS) parking permits, issued by Public Safety for all necessary company vehicles which will be used on campus in conjunction with the Plumbing & HVAC repair work.

3.7.2 Contractor shall pay for the cost of the permit for each vehicle based on the current schedule in effect at the time the permits are secured. Parking permits shall be considered as part of Contractor’s overhead.

3.7.3 Unless specifically permitted by the University’s Representative, Contractor shall not drive or park on pedestrian paths, sidewalks, bike paths, plazas or walkways.
3.8 Waste Disposal

3.8.1 No debris, trash, or other demolition or construction materials are to be left at the job site, nor are they to be placed in University dumpsters.

3.8.2 All debris, trash or other demolition and construction materials shall be properly disposed daily through appropriate solid waste disposal procedures. The Contractor is encouraged to recycle as much as possible.

3.9 Existing Site Facilities and Conditions

3.9.1 Contractor shall schedule a meeting with the University’s Representative to review the existing conditions in each area prior to beginning Work. It is Contractor’s responsibility to identify any existing damage to building and landscape within the job site. Any damage caused by the Contractor to existing facilities will be repaired at the cost of the Contractor.

3.9.2 Care shall be taken that the finished appearance of the Work is consistent with the original appearance of the building.

3.9.3 All Work shall be left in a protected state at the end of the day and during Work breaks to prevent any type of damage.

3.10 Use of Premises

3.10.1 Contractor and their employees shall respect the mission of the University. The University will not tolerate any obscene, illegal or illicit acts by Contractor or their employees. Failure to act accordingly will result in cancellation of this contract.

3.11 Working Hours/Scheduling

3.11.1 Contractor shall coordinate with the University’s Representative prior to the start of each assigned contract release a schedule depicting anticipated hours to be worked on the project; duration of time for the completion of Work, and days that Work will be performed.

3.12 Inspections and Guarantee

3.12.1 All Work shall be inspected by the University’s Representative and unacceptable or shoddy Work shall be corrected at the expense of Contractor. The University shall not be responsible for any rework.

3.12.2 The University’s Representative is authorized to notify the Contractor of any Work or materials that does not conform to the requirements for first class materials and/or workmanship. The University’s Representative shall have the authority to reject materials or suspend Work until any questions or issues can be resolved.

3.12.3 Contractor shall be held responsible for any repairs due to defects in materials and workmanship for a period of one year from the date of acceptance of the Work by University.

3.13 Invoice Requirements

3.13.1 When submitting invoices for Work, Contractor shall provide the following information:
   - Contract Number
   - Dates of Plumbing/HVAC Work
Project Location
Invoice Number and Date
Days and Hours worked along with Hourly Rates
Total Labor Cost: $____
Description, Quantity and Price of Materials
Total Material Cost $____

University reserves the right to present a template for all invoices that must be included.

3.13.2 Attached to invoices shall be a breakdown for actual labor hours worked per man on a daily basis, full name(s) of the workman, materials and equipment used, overhead, and profit. Copies of invoices for any materials, rented equipment, and Subcontractor charges must be submitted. Subcontractors are required to invoice in the same time and material manner as the General Contractor, all details must be attached. If the amount of the invoice exceeds the cost target or probable construction cost, the reasons that actual costs exceeded the estimate must be included. Inadequate documentation will result in delay of payment.

3.13.3 Only actual work hours at the Work site will be paid time. Travel time is not paid time. On the occasion when the Work is fabricated at your facility, this Work must be approved by University’s Representative.

3.13.4 Per Diem living expenses will not be paid under this contract.

3.13.5 Invoices must be received within 30 days after completion of Work.

3.14 Payment Discounts and Invoices

3.14.1 Payment discount terms, if part of the contract, should appear on your invoice to insure proper processing. The University will not reimburse payment discounts taken after the agreed payment discount period, if the discount terms do not appear on your invoice. Invoices requesting payment for services, for the UNI department covered by this contract, shall reference the contract number and to be mailed to the address below.

University of Northern Iowa
Accounts Payable
103 Gilchrist Hall
Cedar Falls, IA  50614-0008

3.15 Interference of Operations

3.15.1 All Work scheduled by Contractor shall be planned with the consent of the University and shall not interfere with University operations unless consent is given in writing by the University.

3.16 Communication with the University

3.16.1 The University’s preferred method of communication will be electronic mail (e-mail).

3.16.2 The University will require access to a fax machine and the ability to contact Contractor by phone or cell phone.

3.16.3 Contractor to provide primary and secondary contact information to the University’s Representative on each project.
ATTACHMENT B

CERTIFICATE OF REPORTING

The undersigned hereby certifies that he/she has, filed an Equal Employment Opportunity Data Reporting Form with the one of the Board of Regents, State of Iowa, and institutions in the past twelve (12) months.

________________________________________
Company Name

________________________________________
Address

________________________________________
City          State          Zip Code

________________________________________
Signature of Official Completing this Report          Date

NOTE: This should be signed by the same legally authorized representative who signs the proposal.
ATTACHMENT C
CONTRACTOR FORM

Board of Regents, State of Iowa
EQUAL EMPLOYMENT OPPORTUNITY
Data Reporting Form

University of Northern Iowa Request for Quotation #Q9409
(Please refer to this number in correspondence with this office)

INSTRUCTIONS: The Board of Regents, State of Iowa, asks your cooperation in completing this form, which is designed to gather data relative to your work force. Please include the completed form as part of your proposal documents.

1. EMPLOYMENT DATA: In the first column, include the current total number of employees. These figures should be indicative of your present work force, not those employees working on a particular Regents project.

<table>
<thead>
<tr>
<th>Total No. of Employees</th>
<th>Minorities</th>
<th>Females</th>
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</thead>
<tbody>
<tr>
<td>Officials &amp; Managers</td>
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<tr>
<td>Professionals</td>
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<tr>
<td>Office &amp; Clerical</td>
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<tr>
<td>Plumbers &amp; Steam Fitters</td>
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<tr>
<td>Electrical Workers</td>
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<td>Bricklayers</td>
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<td>Carpenters</td>
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<td>Laborers</td>
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<td>Ironworkers</td>
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<td>Operating Engineers</td>
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<td>Painters</td>
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<td>Sheet Metal Workers</td>
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<td>Elevator Contractors</td>
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<td>Asbestos Workers</td>
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<td>Boilermakers</td>
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<td>Roofers</td>
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</tbody>
</table>

2. Company Name ___________________________________________ Area Code/Telephone ___________________________

Address ___________________________________________ City ___________________________ State ______ Zip Code ______

Date __________ Signature of Official Completing this Report

NOTE: This should be signed by the same legally authorized representative who signs the Proposal.
RFP # Q9409
Proposal Compliance Form

Please note: Your proposal may be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All documents should be included in the order provided below. This form should be returned with the proposal as the last page.

Compliance

[ ] Attachment A  Vendor Profile, Vendor References, Qualifications & Pricing
[ ] Attachment B  Certificate of Reporting
[ ] Attachment C  EEO Data Reporting Form

Proposals must be received by: August 15, 2019 at 3:00 pm CST