IOWA STATE UNIVERSITY
REQUEST FOR PROPOSAL No. 63349

FOR

OCCUPATIONAL MEDICINE PROGRAM REVIEW

FOR

IOWA STATE UNIVERSITY’S ENVIRONMENTAL HEALTH AND SAFETY DEPARTMENT
&
THE AMES LABORATORY

Purchasing Department
3616 Administrative Services Building
Ames, IA  50011-3616

April 13, 2016

**Proposals Due By:  May 6, 2016, 3:00 pm central time**
RFP No. 63349

SCHEDULE OF EVENTS

Issuance of Request for Proposals ----------------------------------------------- April 13, 2016

Pre-Bid Meeting (Item 1.13)----------------------------------------------------- April 19, 2016
3:00 pm central time

Proposals Due --------------------------------------------------------------------- May 6, 2016
3:00 pm central time

Date of Award --------------------------------------------------------------------- May 27, 2016*

Contract to Begin ----------------------------------------------------------------- June 27, 2016*

* These dates are tentative.
1.1 Introduction

1.1.1 Iowa State University (ISU) is requesting proposals from qualified suppliers (also referred to as “Company” or “Companies” herein) for the review, evaluation, and recommendations of ISU’s Occupational Medicine Program. The scope of work is listed in Section II.

1.1.2 University Representatives Questions and comments with reference to this proposal may be directed to:

Stacy Sassman
Associate Director of Purchasing (Interim)
Iowa State University
3616 Administrative Services Building
Ames, Iowa 50011-3616
Phone: (515) 294-9390
Email: ssassman@iastate.edu

1.2 Company Responsibility Each Company, by submitting a proposal, acknowledges its representative has:

1.2.1 Read and completely understood the proposed requirements, scope of work, and terms and conditions.

1.2.2 Based the proposal upon the materials described (where provided in the proposal documents).

1.2.3 Had an authorized representative of the Company sign the proposal.

Failure of the selected company to fulfill the provisions of this section shall in no way relieve the obligation of the company to furnish all services necessary to carry out the provisions of the contract if awarded, nor shall such failure constitute grounds for extra compensation over the stated price in the accepted proposal.

1.3 Receipt and Opening of Proposals

1.3.1 Proposals are to be submitted in an envelope, box, or package labeled "RFP 63349: Occupational Medicine Program Review". Proposals must be received in the ISU Purchasing Department, 3616 Administrative Services Building, Ames, Iowa 50011-3616 by 3:00 pm central time on May 6, 2016. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened.

One (1) original or one (1) electronic copy of the proposal is to be submitted to the ISU Purchasing Department in response to this RFP. The proposal can be submitted by mail,
fax (515-294-9606), and/or email (quotedsk@iastate.edu). If the proposal is emailed, please send the proposal in one PDF file.

**ISU prefers to receive the response in an electronic format.**

Proposals delivered personally are to be brought to the Purchasing Department front desk located at the south entrance of the 1st Floor Administrative Services Building (ASB). ASB is located at the intersection of Wanda Daley Drive and 13th Street.

1.3.2 ISU reserves the right to accept or reject any or all proposals and to waive any irregularities or informalities in price proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

1.3.3 The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. 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. Companies may not declare their entire response proprietary as pricing and financial arrangements are not considered proprietary.

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

1.3.4 All opened proposals become the property of ISU and will not be returned to the Company.

1.3.5 Proposals may be withdrawn any time prior to scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

1.3.6 All erasures or corrections shall be initialed by the person(s) signing the proposal.

1.3.7 Company shall examine the RFP Documents carefully and make written request to the Purchasing representative listed in 1.1.2 above for interpretation or correction of any ambiguity, inconsistency or error, which may be discovered.

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

1.4 Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all 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.
1.5 Qualification of Company

1.5.1 ISU shall make such investigations as deemed necessary to determine the ability of the Company to provide the expected goods/services.

1.5.2 ISU reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy ISU that said Company is properly qualified to carry out the obligations specified herein.

1.6 Exceptions Companies wishing to take exception to any terms and conditions of this RFP should do so on Attachment B of this RFP. Exceptions must be taken point-by-point. Taking blanket exception to the terms and conditions may cause ISU to consider a proposal as non-responsive and not eligible for award.

1.7 Vendor Registration Company must be registered in ISU Purchasing’s vendor system to receive an award resulting from an RFP. Visit the vendor registration website (shown below) for instructions on the vendor registration process:
http://www.purchasing.iastate.edu/vendors/process.html

1.8 Tie Bids The Purchasing Department will resolve bids that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the Companies who are tied in price. If this is not feasible, the drawing will be made in front of at least three (3) persons and said drawing documented. Whenever a tie bid involves an Iowa firm and firm outside the State of Iowa, the Iowa firm will receive preference. Whenever a tie involves one or more Iowa firms and one or more firms outside the State of Iowa, the drawing will be held among the Iowa firms only. Tie bids involving Iowa produced or manufactured products and items produced or manufactured outside the State of Iowa will be resolved in favor of the Iowa product.

1.9 Modification or Withdrawal of Proposal

1.9.1 Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to ISU. Such notice shall be received by ISU prior to the designated date and time for receipt of proposals.

1.9.2 Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with these Proposal Instructions and Conditions.

1.10 Alternate Bids or Offers Any proposal which deviates from the scope of work as stated in Section II may be offered as an alternate. Any such proposals must be clearly marked as "alternate". Iowa State University and/or its appointed designee will be the sole authority in determining whether any alternate proposal will be considered as comparable to and/or compatible with the scope of work of this RFP.

1.11 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.
1.12 **Parties to the Contract** Company must identify all parties who will be involved with performance of the contract. By submitting a proposal, the Company warrants that all parties to the contract have received a copy of this RFP and that the Company’s response is acceptable to these parties.

1.13 **Pre-Bid Meeting** A non-mandatory pre-bid meeting will be held on April 19, 2016 at 3:00 pm central time in ISU’s Administrative Services Building, Room 1155 located at 2221 Wanda Daley Drive, Ames, IA 50011 for the purpose of answering questions regarding the RFP. The address is one block south of the 13th Street and Stange Avenue intersection. Interested companies may also choose to participate via conference call using the following information: Dial: +1 888 683 9685, Meeting ID: 171 925 393.

No verbal statements made by ISU or its representatives at the pre-bid meeting will be considered binding, unless confirmed by written addenda. All changes and material clarifications will be forwarded to all companies in the form of a written addendum.

1.14 **Finalist Presentations** After the proposals are received and evaluated, ISU may select finalists to provide oral presentations. Companies submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation. Scheduling of these oral presentations will be done by the Purchasing Department. These presentations will be at no cost to ISU. Companies may choose to provide a presentation in person or via an interactive web conference that allows ISU staff to ask questions. ISU is interested in an interactive flow of information and the ability to verbally ask questions as the presentation is occurring. The Company will be responsible for providing ISU the teleconference number and the web conference website, if that avenue is used. Company, at a minimum, may be asked to describe the following:

1.14.1 Company qualifications
1.14.2 Staff qualifications
1.14.3 Review of services to be provided
1.14.4 Timeline and process for review
1.14.5 Other information as requested

1.15 **Evaluation** Evaluation of the proposals will be performed by a committee representing ISU administrators and staff, Ames Laboratory, and the ISU Purchasing Department. ISU reserves the right to award a contract based not only on cost, but on the criteria which best meets the University’s requirements and goals. Proposals will be evaluated using the following criteria, which are listed below in no particular order:

1.15.1 Company stability and qualifications
1.15.2 Qualification and experience of staff assigned to work with ISU
   1.15.2.1 Medical staff with experience in occupational medical surveillance
1.15.3 Value of proposed services
1.15.4 Overall cost to ISU
1.15.5 Timeline and process for review
1.15.6 Company’s experience working with higher education institutions and federal facilities
1.15.7 Company’s experience working with occupational medicine programs
1.15.8 Demonstrated history of customer support and customer satisfaction as evidenced by references
1.15.9 Other value added services offered
1.15.10 Meeting the scope of work/requirements of the RFP
1.15.11 Exceptions taken to this RFP
SECTION II

SCOPE OF WORK

2.1  **Introduction**  ISU is interested in obtaining services of a Company to perform analysis and make recommendations that will assist ISU with the review, evaluation, and recommendations of ISU’s Occupational Medicine Program. ISU would like the Company to perform an assessment to identify gaps in ISU’s current program, provide a plan to move forward, identify costs of implementation, and identify benchmark data for evaluating the program over time.

2.2  **Background Information**  The Iowa State University Occupational Medicine Program is designed to minimize personnel health risks from working with hazardous materials and processes through monitoring and prevention. The program has been in place since 1983 as a collaborative effort between Iowa State University (ISU) and Ames Laboratory (AL).

The program is also intended to enhance the efficiency of existing safety and health programs and keep the University and Ames Laboratory in compliance with applicable rules and regulations. The Department of Environmental Health and Safety (EH&S) coordinates the participation of Iowa State University personnel in the program while Ames Laboratory participation is coordinated by Ames Laboratory’s Environment, Safety, Health, and Assurance (ESH&A) department. All Iowa State University and Ames Lab personnel with workplace hazards, including part-time and student workers, are encouraged to participate in the Occupational Medicine Program, which is provided to them at no charge.

On an annual basis, the program provides occupational medicine services to approximately 1,500 employees, including permanent and temporary staff and contract workers. The Occupational Medicine Office does not provide services to students (those are provided by Thielen Student Health Center). Ames Laboratory and ISU employees may be treated by Occupational Medicine for minor first aid treatment of occupational injuries or illnesses. Workers’ Compensation case management is provided by an outside contractor (McFarland Clinic).

Occupational Medicine provides a wide range of clinical services which may include medical evaluations, first-aid treatment of minor work-related injuries/illnesses, medical testing, laboratory testing, immunizations, wellness and health promotion programs, return-to-work evaluations, worker compensation programs, and coordination and referral of Employee Assistance Program (EAP) services.

The on-site occupational health office is housed in G11 TASF and provides occupational medicine services to both ISU and AL employees. The Occupational Medicine office is currently staffed by five employees, including one occupational medicine physician (0.7), one medical administrator (0.75), one nursing supervisor (1.0), one registered staff nurse (1.0), and one registered staff nurse (0.8). The numbers in parenthesis represent the full-time equivalent of the position. Daily oversight of the office is provided by the Occupational Medicine physician.

2.2.1  Each entity has occupational program needs or requirements, some in concert and some unique:

- **Ames Laboratory**
- **Iowa State University**
- Employee health
- Employee health
DOE compliance
Provide a base service (as defined by DOE)
Employee expectations
DOE expectations (beyond compliance)
Former worker program
Blood drive, EAP, EEOICPA and BeLPT
Provide flu shots for AL and ISU employees

OSHA compliance
Provide base service (as defined by ISU)
Employee expectations
Accreditation (example: AAALAC)

2.3 Scope of Work

2.3.1 Provide an analysis of current ISU programs and identify gaps.

2.3.2 Identify benchmark data for a results oriented program. The collection of data will need to sustain a program capable of containing costs and improving the program.

2.3.3 Recommendations to the current programs that include the following components:

2.3.3.1 Specific goals and measurable objectives that are linked to ISU’s strategic priorities
2.3.3.2 Timelines for implementation
2.3.3.3 Roles and responsibilities for completion of objectives
2.3.3.4 Cost benefit analysis for carrying out recommendations
2.3.3.5 Recommendations for staffing resources
2.3.3.6 Evaluation procedures to measure the stated goals and objectives

2.3.4 ISU anticipates the following to be answered or provided as a result of the review:

2.3.4.1 Are staffing levels appropriate for the current/future patient load, and comparable to peer institutions of similar size (benchmarking)?
2.3.4.2 Evaluate staff credentials, certificates, and liability insurance
2.3.4.3 Evaluate staff based on their familiarity, knowledge, and education in working in the program
2.3.4.4 Evaluate the managerial structure
2.3.4.5 Salary benchmarking
2.3.4.6 Evaluate utilization of workers compensation capabilities
2.3.4.7 Is the service best matched to the customer?
2.3.4.8 Are Ames Lab and ISU customers satisfied with service, appointment availability, and time frame from call to appointment (employees, supervisors, management, etc.)?
2.3.4.9 Evaluate scheduling of appointments and hours of operation and the relation to ISU EH&S training (specifically Respirator Training).
2.3.4.10 Is the Occupational Medicine program meeting regulatory drivers (Federal and State certifications, DOE regulations (10 CFR 851 Appendix A) and orders, OSHA rules, etc.)?
2.3.4.11 Evaluate Ames Lab and ISU employee participation in Occupational Medicine Surveillance Program. Are there employees in the system who should be removed, and are there employees who are not in the program but should be? Evaluate mechanism for entry into the program, Readiness Review vs. Hazard Inventory.
2.3.4.12 Is the level of medical surveillance commensurate with the requirement (example: pulmonary function test, physician vs P.A. or N.P.)? Review examinations performed based on job title and duties.
2.3.4.13 Compare similar services available in Ames or locally (availability of service, time efficiencies or inefficiencies for travel, cost comparisons, etc.).
2.3.4.14 What are the benefits of the program to Ames Lab and ISU (flexibility, proximity, familiarity, other)?
2.3.4.15 Are funding allocations (split) appropriate?
2.3.4.16 Is record keeping (OHM – Occupational Health Manager software) meeting needs of users?
   2.3.4.16.1 Evaluate ways to improve electronic communication between ISU and Ames Lab.
   2.3.4.16.2 Online forms completion to move toward paperless recordkeeping.
   2.3.4.16.3 Evaluate turnaround time for information requests and for hazard inventories.
   2.3.4.16.4 Evaluate how to manage historical medical records.
2.3.4.17 Are the space and equipment appropriate? Evaluate ability to provide clean, neat and sanitary facilities.

2.4 Timeline Program review to be scheduled between June 27, 2016 and July 29, 2016 (excluding the week of July 18th), Program review to include the following:

2.4.1 Site visit (required time frame to be determined in conjunction with the awarded Company, estimate one week)

2.4.2 Interviews with representatives from Occupational Medicine, Ames Lab ESH&A and ISU EH&S

2.4.3 Review of records requested by awarded Company

2.4.4 Meetings with third party contacts to evaluate services available in the local community (arrangements to be made by the awarded company)

2.4.5 On-site exit interview to include a summary of initial findings written report - to be submitted to Iowa State University within 90 days of the exit interview. Iowa State University may require a formal presentation on results of the program review.
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SECTION III

TERMS AND CONDITIONS OF THE CONTRACT

The following conditions will apply to any contract awarded as a result of this RFP:

3.1 Assignment  The Agreement (including any future Amendments incorporated into the Agreement) may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of ISU. 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, ISU shall have the right to terminate the Agreement upon 30 days written notification, without penalty to ISU.

3.2 Termination of the Contract

3.2.1 ISU may terminate the contract at any time that the company fails to carry out its provisions or to make substantial progress under the terms specified in this proposal solicitation and the resulting contract.

3.2.2 This contract may be terminated for convenience by ISU upon written notice to Company. Upon termination ISU shall pay Company amounts due for goods or services provided in compliance with the agreement, unless such goods or services are in dispute by either party. ISU shall have the right to stop work at any point and will not pay Company for any work completed or commitments made by Company without ISU’s approval, after receiving notice of work stoppage.

3.2.3 Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract 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 ISU shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding or program change.

3.2.4 All goods or services which are rejected for nonconformity with the terms and conditions of this agreement are rejected at Company’s risk of loss and expense. ISU reserves the right to terminate for non-conformity by giving oral or written notice to the Company. Such notice shall be effective upon actual receipt.

3.3 Remedies Upon Default  If ISU reasonably determines in good faith that Company has materially breached any of its obligations under this Agreement, ISU shall have the right to request that Company submit to a plan of monitoring and reporting and/or it shall give Company a thirty (30) day period to cure the breach, providing written notice to Company describing the violation. If the breach is not cured within thirty (30) days after notice is sent, ISU may cancel the Agreement. If the nature of the breach is such that it cannot be cured, then ISU reserves the right to terminate this Agreement immediately. If after notice the Company continues to be in default, ISU may procure substitute services from another source and charge the difference between the contracted price and the market price to the defaulting Company.
3.4 Indemnification
3.4.1 To the fullest extent permitted by law, the Company shall defend, indemnify and hold harmless the “State of Iowa”, the “Board of Regents, State of Iowa”, and “Iowa State University”, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (A) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement or (B) bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from caused in whole or in part by any negligent act or omission of the Company or 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.

3.4.2 In any and all claims against the University, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of the Company or its Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Company’s 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 the Company or any Subcontractor under worker's compensation, disability benefits or other employee benefit acts.

3.4.3 The Company agrees to jointly and severally indemnify and hold the State of Iowa, the Board of Regents, State of Iowa, and Iowa State University, its agents, successors and assigns, harmless from and against all liability, loss, damage or expense, including reasonable attorney’s fees which the State may incur or sustain by reason of the failure of the selected Company to fully perform and comply with the terms and obligations of the Agreement.

3.5 Laws Terms and provisions of this contract 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 contract shall be instituted in the appropriate courts in the State of Iowa.

3.6 Code of Fair Practice Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company’s non-compliance with this section 2.7 or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.
3.7 **Contract Changes**  None of the covenants, provisions, terms or conditions of this contract to be kept or performed by ISU or Company shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to ISU and the Company.

3.8 **Notices**  All notices pursuant to this Agreement will be in writing and delivered by email, hand delivery, registered mail or certified mail (postage prepaid) to the other party at the address and email appearing in this agreement. ISU and Company will promptly give written notice of any change in address or addressee. Notices will be deemed to be received within 24 hours for email and on the fifth (5th) business day for hand delivered mail.

3.9 **Severability of the Contract**  In the event any one or more of the provisions contained in this contract 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 of this contract, but this contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this contract 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.

3.10 **Insurance**  The Company shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, ISU shall not be deemed or construed to have assessed the risk that may be applicable to the Company arising from Company’s business operation. The Company shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Company is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**Minimum insurance coverages and requirements are as follows:**

**Commercial General Liability**
- General Aggregate: $2,000,000
- Each Occurrence Limit: $1,000,000

**Automobile**
- $1,000,000 combined single limit each accident to include owned, non-owned, hired, or rented vehicles.

**Umbrella Liability**
- $1,000,000 each occurrence/$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

**Worker’s Compensation and Employer’s Liability**
- Statutory Limits of $100,000/$500,000/$100,000

Worker’s Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa. Endorsement form WC 00 03 13 shall be attached to the Certification of Insurance if waiver language is not stated on the actual certificate.
Workers Compensation coverage is required for all personnel working under this agreement for Iowa State University. All of the contractor’s employees, partners, members, officers and sole proprietors must be included.

**Professional Liability (Errors and Omissions)**
$1,000,000 per occurrence

**Additional Requirements**
- The company(ies) providing coverage must be at least A- Class VII rated by A.M. Best Company.
- The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University must be named as additional insureds for General Liability and Excess Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insureds shall be added under CG 2026 endorsement or older edition dates and attached to the certificate of insurance.

- Iowa State University requires occurrence coverage. The certificates should be marked “occurrence.” If there is no box marked “occurrence,” we require the notation “occurrence form” in the Special Conditions box.
- Company must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.
- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.
- Company shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in the Company’s own policy.
- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days’ advance written notice via certified mail is provided to Iowa State University, Purchasing Department.

**The certificate must be mailed or faxed to:**
Iowa State University
Purchasing Department
3616 Administrative Services Bldg., Ames, IA 50011-3616
Phone: 515-294-4860  Fax: 515-294-9606

3.11 **Commercial Advertising** The Company agrees not to use the results of the RFP, the RFP process or this contract as a part of any commercial advertising without prior written approval of ISU.
3.12 **Subcontractors**

3.12.1 The Company is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this proposal must be acceptable to the University.

3.12.2 The Company shall list all firms, persons or other parties, on the Form of Proposal, which will be awarded a subcontract or will perform any part of the contract, should the Company be selected to perform the contract.

3.12.3 All contracts performed for the Company by a subcontractor shall be pursuant to an appropriate contract between the Company and the subcontractor (and where appropriate between subcontractors and sub subcontractors).

3.13 **Force Majeure** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provision of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

3.14 **Taxes--Federal, State, and Local** ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company’s employee’s wages. ISU is exempt from State and Local Sales and Use Taxes. A Tax Exemption Certificate will be furnished upon request.

3.15 **Access to Company Records/Audits** The Company agrees to keep and provide full access to all records that pertain to ISU 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.

3.16 **Personal Identity Verification of Contractor Personnel (FAR 52.204-9 a, d Jan 2011)**

3.16.1 The Company shall comply with agency personal identity verification procedures as provided by the Laboratory that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

3.16.2 The Company shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal-controlled information system.
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SECTION IV

PROPOSAL CONTENT

As responses to this RFP will be used to select a Company, it is important that responses contain enough information to permit ISU’s evaluation team to fully understand the Company’s capabilities. However, ISU is not interested in receiving voluminous responses. Questions should be answered in the Form of Proposal or included as Supplements when indicated. All proposals must, at a minimum, include the following:

4.1 Completed Form of Proposal (Attachment A)

4.2 Company Profile Provide a brief company profile that includes a general statement of interest and qualifications, company history, employee make-up, state of proprietorship, partnership or incorporation, and any other information that may help us to evaluate Company’s expertise in reviewing occupational medicine programs. Indicate if any near-term changes in Company’s basic ownership are anticipated. Include as Supplement 1 to RFP response.

4.3 Past Experience Describe any past experience or expertise Company has with similar work, particularly in higher education and federal facilities. Include as Supplement 2 to RFP response.

4.4 Staff Profile Identify each of the individuals who would be directly involved in working with ISU and their role in working with ISU. Include a profile with information regarding their general background, years of experience in the field of occupational medicine, and length of employment and assigned area of expertise, etc. of these individuals and any additional information that will indicate their experience and knowledge in this type of work. Include as Supplement 3 to RFP response.

4.5 Overview of the Proposed Services Provide detailed information describing the proposed services to be offered that will meet the needs of ISU as described in Section II, including the following:
   4.5.1 Methodology for gap analysis
   4.5.2 Examples of benchmarks to determine effectiveness of the program over time
   4.5.3 How the review will address each of the needs listed in Section II, 2.3, Scope of Work. Include as Supplement 4 to RFP response.

4.6 Financial Quotation Provide a financial quotation outlining all costs associated with the services listed in your proposal (menu style) to enable ISU to customize the review based on needs and resources. Include as Supplement 5 to RFP response.

4.7 Timeline Provide a detailed project timeline describing how you plan to work with ISU. Include as Supplement 6 to your RFP response.

4.8 References Provide a list of at least three (3) references where Company has performed similar work. Include reference names (i.e. company or university), names of contacts, telephone numbers, and duration of contract. ISU prefers that at least one reference be from an institution of higher education or federal facility. Provide a short description of the work performed for these references. A client list may also be provided in this section. Include as Supplement 7 to RFP response.
4.9 **Other Services** Describe any services or other options available (include pricing) that are outside of the scope of work requested in Section II. 
*Include as Supplement 8 of your RFP response.*
PROPOSAL COMPLIANCE FORM

Please note: Your proposal will 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.

Compliance

[ ] Proposal Compliance Form (this page)
[ ] Attachment A (Form of Proposal) completed and signed by your company's authorized official.
[ ] Attachment B (Exceptions)
[ ] Supplement 1 (Company Profile)
[ ] Supplement 2 (Past Experience)
[ ] Supplement 3 (Staff Profile)
[ ] Supplement 4 (Overview of the Proposed Services)
[ ] Supplement 5 (Financial Quotation)
[ ] Supplement 6 (Timeline)
[ ] Supplement 7 (References)
[ ] Supplement 8 (Other Services)
COMPANIES MUST COMPLETE ALL PARTS OF THIS SECTION FOR THEIR PROPOSAL TO BE CONSIDERED.

1. Company has provided all parties involved with a copy of the RFP?
   
   Yes _____  No _____

2. Company agrees to all Proposal Conditions contained in Section I of this RFP?

   Yes _____  No _____  Note: If No, please list exceptions on Attachment B

3. Company can provide the services and can perform as to the expectations and responsibilities outlined in the Scope of Work, Section II?

   Yes _____  No _____  Note: If No please list exceptions on Attachment B

4. Company agrees to all Terms and Conditions of the Contract contained in Section IV?

   Yes _____  No _____  Note: If No please list exceptions on Attachment B

5. Payment Terms
   
   Be certain to state your terms of payment. Failure to indicate your terms will mean that if your bid is accepted, Iowa State University will apply a five percent (5%) discount for payments made within 15 days of receipt of your invoice in the Purchasing Department.

6. All Parties to the contract, including subcontractors, should be listed below including address along with name and phone number of contract person for each party. Please describe the work that these other parties would do in regard to a contract with ISU.

   1. __________________________________  2. ______________________________
     __________________________________  ______________________________
     __________________________________  ______________________________
     __________________________________  ______________________________

   Work ______________________ Work ______________________
7. Proprietary Information
Please list all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information. The sections of this proposal listed below represent trade secrets or proprietary information.

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8. Company Information

Business Name: ________________________________

Federal I.D. Number/SSN: ________________________________

Official Address

________________________________________________

Company’s State or Foreign Country of Residence ________________________________

Telephone Number ________________________________

Fax Number ________________________________

Authorized Signature ________________________________

Typewritten or Printed Signature ________________________________ Date _________

Email Address ________________________________
RFP No. 63349
ATTACHMENT B

EXCEPTIONS

Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

Please check one of the following:
[ ] We have no exceptions to this RFP
[ ] We have the following exceptions to this RFP

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