

REQUEST FOR PROPOSAL
Commissioning Agent (CxA) Services
Based Upon Qualifications and Bid Price
For
Nestucca Valley School District

PROJECT:
Nestucca Valley Elementary School

RELEASED:
Thursday February 27, 2020

CLOSES:
Proposals must be received no later than
2:00 PM, Local Time on
Thursday March 12, 2020

submit:

PDF (electronic) and Hard copies
to the attention of:

Mike DiPasquale
Project Manager
Day CPM Services
mike.dipasquale@otak.com

REQUEST FOR PROPOSALS FOR COMMISSIONING SERVICES

Releasing Date: February 27, 2020

Closing Date: March 12, 2020

Commissioning services will be needed for the Nestucca Valley School District Elementary School Bond project. The expected commissioning scope of work is such that the Nestucca Valley School District is issuing this Request for Proposal for Commissioning Services.

Introduction, Background, and General Information

A lump sum fee proposal is being requested for the Nestucca Valley Elementary School project. No mandatory pre-proposal meeting will be conducted for this RFP. The Nestucca Valley School District, at the District's discretion may reject any proposal not in compliance with prescribed procedures and requirements and may reject for good cause any or all proposals upon a finding of the Nestucca Valley School District that is in the public interest to do so.

The Nestucca Valley School District (Owner) requests a **submission of an electronic .PDF proposal in a file size less than 10MB, and two (2) hard copies** as a response to secure commissioning services for the current Elementary School Bond project.

Nestucca Valley Elementary School

The Nestucca Valley School District has selected DLR Group as the design firm for this project. A new single story addition to the existing K-5 school is being constructed to create a K-8 school. Renovations will be made to the existing spaces that are remaining. The existing school will remain open during construction. New building scope will include classrooms, administration offices, commons, gymnasium, kitchen, CTE labs, music and a new secure front entry located on the south side of the building. The VRF mechanical system is a design/build effort by the mechanical contractor.

Permit drawings and specifications and project schedule are available at:
[Nestucca.k12.or.us/es/District Bond/Commissioning RFP](http://Nestucca.k12.or.us/es/District%20Bond/Commissioning%20RFP)

SCHEDULE OF EVENTS FOR RFP

1. Issue RFP	February 27, 2020
2. Questions Deadline	March 5, 2020
3. Last Addendum Issued	March 9, 2020 5pm
4. RFP Closing Date	March 12, 2020 2pm
5. Selection and Notice of Intent to Award	March 19, 2020
6. Intended Contract Award	April 2, 2020

Project Team

Owner

NESTUCCA VALLEY SCHOOL DISTRICT
36925 Highway 101 South
Cloverdale, OR 97112

School District Superintendent

Misty Wharton
Phone: 503.392.3194 EXT 404

Owner's Representative

DAY CPM SERVICES
Brian Hardebeck Sr. Project Manager
Cell: 503.536.3888
Email: brian.hardebeck@otak.com
Mike DiPasquale, Sr. Construction
Project Manager
Cell: 971.284.1907
Email: mike.dipasquale@otak.com

Architectural Design

DLR Group
421 SW Sixth Avenue
Suite 1212
Portland, Oregon 97204

Architectural –
Elizabeth Delorme

Plumbing –
Surrander Naganathan

Electrical –
Chris Larson

CM/GC

O'Brien & Company
P.O. Box 4008
Wilsonville, OR 97070

Mechanical System Design/Build

Northwest Mechanical
120 S.E. Jackson Street
Albany, Oregon 97321

Electrical Contractor

Inland Electric
1725 N Roosevelt Drive
Seaside, Oregon 97138

Commissioning Firm Requirements

The commissioning shall meet the following minimum requirements to be eligible for consideration:

- Acted as the principal commissioning authority for three (3) K-12 new construction projects and three (3) K-12 remodel/expansion projects.
- Extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems. Specific experience with VRF systems within the last 5 years.
- Extensive field experience. A minimum of five full years in this type of work is required.
- Knowledgeable in building operation and maintenance.
- Knowledgeable in test and balance of both air and water systems.
- Experienced in energy-efficient equipment design and control strategy optimization.
- Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
- Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.
- Experienced in writing commissioning specifications.
- A bachelor's degree in mechanical or electrical engineering is strongly preferred, and P.E. license is desired. However, other technical training, past commissioning, and field experience will be considered as a substitute.
- Membership and certification as a Certified Commissioning Professional with the Building Commissioning Association is desired but not required.

The commissioning authority must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the commissioning authority or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. Subcontractor qualifications shall be included and clearly designated in the response to this scope of work.

Nestucca Valley Elementary School Scope of Work

The commissioning services company shall provide the following services:

1. The systems to be commissioned are (not limited to):
 - HVAC systems (Kitchen make-up air unit, exhaust fans, unit heaters, wall heaters)
 - VRF system (Heat recovery ventilators, variable refrigerant flow (VRF) system, fan coil units, and circulating pumps)
 - HVAC Controls Systems to include DDC/BMS interface equipment.
 - Lighting Control
 - Domestic hot and cold water system

Test and inspect the work identified above to ensure the work conforms to the construction contract documents and applicable codes, industry standards for material and workmanship.

2. Coordinate and direct the commissioning process in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, and clear and regular communications and consultation with all parties.

3. Review contractor submittals as applicable for systems to be commissioned.
4. Plan and conduct a pre-construction meeting where the commissioning process requirements are reviewed with the project design and construction team members within 30 days of this contract award.
5. Perform site visits as necessary to observe component and system installations. Attend meetings as required throughout construction with necessary parties attending, to plan, scope, coordinate, and schedule future activities and resolve problems. A dedicated commissioning meeting is not a requirement. The commissioning agent shall attend an existing CM-GC/sub-contractor meeting where during a portion of the meeting commissioning topics are discussed. The commissioning agent shall record and distribute meeting notes/minutes for the commissioning portion of the meeting.
6. Review construction meeting minutes for revisions/substitutions relating to the Owner's intent.
7. Create and prepare blank construction pre-functional checklists for all equipment prior to initial start-up. Paper copies of the pre-functional checklists shall be placed in a 3-ring binder and kept in the general contractor's trailer. Completion of the documents shall be by the appropriate contractor performing the work. Electronic sign off and/or processing of pre-functional checklists will not be allowed. Coordinate and assist the Contractors with completion of construction checklists and tracking of checklist completion. Sample completion of construction checklists on a periodic basis to verify that Contractors have implemented a quality process and are meeting the Owner's design intent.
8. Review information required to perform commissioning tasks, including contractor start-up and checkout procedures. Before start-up, gather and review the current control sequences and interlocks, and work with contractors and design team until sufficient clarity has been achieved, in writing, to be able to write detailed testing procedures.
9. Participate in system start-up procedures to ensure compliance with agreed procedures. Review and concur with start-up reports and checklists.
10. Participate in any efforts to finalize sequences of operations with Owner, designers, and contractors.
11. Develop specific functional performance test procedures for commissioned systems with necessary assistance and review from installing Contractors, and provide these for Contractors' review and Owner approval, if required.
12. Coordinate, witness, and approve manual functional performance tests performed by installing Contractors for all commissioned equipment to confirm proper operation of all systems. Provide follow-up review of outstanding issues. Coordinate re-testing as necessary until satisfactory performance is achieved.
13. Reports shall be issued to the contractors and key members of the commissioning team to document apparent deficiencies identified during examination of design and construction documents, daily activities on-site, construction deficiencies, and successful or unsuccessful functional testing results.
14. Analyze any functional performance trend logs and monitoring data to verify performance.
15. Maintain a Master Issue Log as well as a separate record of functional testing results. Report all issues

as they occur directly to the Owner. Provide to the Owner written progress reports and test results with recommended actions.

16. Testing shall be performed in both the heating and cooling seasons.
17. Compile and turn over to the Owner a Building Commissioning Report, which shall include:
 - a) An executive overview that includes a list of participants and roles, a brief building description, an overview of the commissioning and testing scope, and a general description of the testing and verification methods.
 - b) For each piece of commissioned equipment the report shall contain the disposition of the Commissioning Authority regarding the adequacy of the equipment, documentation and training in regard to conformance with the construction contract documents in the following areas:
 - i) functional performance and efficiency
 - ii) equipment documentation

The Building Commissioning Report shall also include the issues log, progress reports, test schedules, construction checklists, start-up reports, functional test results and trend log analysis.

Proposal Requirements

Building commissioning firms must prepare their responses in a bound format with section dividers/tabs corresponding to the sections named below. Each section must be in the same order and numbered to correspond to the number of each section as listed. Each firm submitting a Proposal must adhere to this format. Failure to do so, could lead to non-consideration of the firm's Proposal. The Proposer must submit proposal that must be signed by an authorized representative of the firm. Proposals are to be submitted in 8 ½" x 11" format, single spaced, business font (11-point minimum). Proposers are strongly encouraged to keep proposals concise and to the point with a limit of 15 pages. General marketing materials are not desired. Provide an electronic (pdf format) copy with a 10MB maximum file size and (2) hard copies (8 ½ X 11").

1. Firm Overview and Project Team:

- a) Firm Description – Include a brief description of the firm.
- b) Proposed Commissioning Authority (CxA) – List the individual(s) who will be the project's Commissioning Authority (there may be more than one person). Describe each individual's relevant qualifications and experience. The contract will require that the individual(s) serving as the CxA be committed to the project for its duration.
- c) Project Team: Provide an organizational chart of your proposed team. Provide a resume for each member of your listed staff (including sub-consultants), including education, project commissioning experience, and any special expertise or unique qualifications.

2. Building Commissioning Experience:

- a) Building Commissioning Experience – Briefly describe your firm's relevant experience in three K-12 new construction projects and three K-12 remodel/expansion projects.

3. Project Approach:

- a) Describe in a narrative, your proposed approach to managing the project expertly and efficiently, including your team's participation (such as distribution of tasks, travel, and

duration of time for which staff will be on site and during what periods of time, etc.). Describe what approach you will take for integrating the commissioning activities into the design and construction, including what you will do to foster teamwork and cooperation from contractors and designers and what you will do to minimize adversarial relationships.

4. References and Work Samples:

a) Provide project references for four (4) commissioning projects for which the proposer and sub-consultant was the principal commissioning firm in the last three years. Include a brief description of the project, along with the following bullet points for each project:

- Owner contact name, address, phone number, and email address
- Month and year of construction completion/occupancy
- Commissioning services provided by your firm, including the phase during which your firm began providing services
- Project team members from your firm associated with the project and the role of each team member and/or the tasks they performed.

b) Work Samples –Provide concise, non-voluminous samples of work products that members of the Commissioning Team wrote for previous projects.

6. Fee Proposal and Agreement:

a) Fee Proposal: Provide a lump sum fee proposal as follows;

1. Nestucca Valley Elementary School \$_____

b) Provide a Fee Schedule of Hourly Rates used to calculate the above fees and that will be used for any Additional Services that may be required on this and future projects.

c) Proposals must be submitted to arrive no later than 2:00 p.m., local time, on March 12, 2020 in PDF electronic form and (2) hard copies (8 ½ X 11”). E-mail proposals to:

Nestucca Valley School District
NVSD Elementary School
Commissioning Services RFP
ATTN: Mike DiPasquale
mike.dipasquale@otak.com

NOTE: It is the Proposer's responsibility to ensure its materials are delivered to the above noted e-mail address by the closing day and time and/or both PDF and bound copy to the District office located at 36925 Highway 101 South, Cloverdale, OR 97112. The District will assume no responsibility for delivery.

Terms and Conditions

1. This RFP does not commit the District to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a qualification in response to the RFP.
2. The qualification will become part of the District's official files without any obligation on the District's part. All responses are subject to Oregon state public records requirements and will be available to the public once the successful Proposer(s) is retained.
3. Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any officer, agent, contractor or employee of the Nestucca Valley School District for the purpose of influencing consideration of a qualification.
4. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s) that

may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purpose of:

- a) Responding to this RFP, or
 - b) Establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
5. Proposer(s), their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP.
 6. The Proposer must promptly report to the District any conditions, transactions, situation, or circumstances that would impede, impair or delay the submission of the qualification, or the proper and timely performance of the work.
 7. The District reserves the right to cancel this RFP or to reject any or all qualifications received prior to contract award.
 8. The District reserves the right to request clarification of any qualification after all qualifications have been received. The request can be in the form of oral presentation or personal meetings.
 9. The District reserves the right to open qualifications privately or unannounced and to reject any and all submittals and waive irregularities and informalities in any qualifications that are submitted and to be the sole and final judge of all qualifications.
 10. The District reserves the right to discontinue its evaluation of submittals from any Proposers who submit false, misleading or incorrect information.
 11. Security and Badging
All consultants shall adhere to the Nestucca Valley School District Fingerprinting & Badging Process at proposer's cost.

Selection Process

The District, Day CPM, and the Design team shall review all proposals and select and rank most qualified companies. The selection and ranking shall be based on the following criteria (not necessarily listed in order of importance):

<input type="checkbox"/> Fees and unit rates	20 points
<input type="checkbox"/> Past firm and individual experience in performing similar projects	15 points
<input type="checkbox"/> Expertise of the team in performing the services required by the project	15 points
<input type="checkbox"/> Management approach	10 points
<input type="checkbox"/> Roles and responsibilities of staff for this project	15 points
<input type="checkbox"/> Work examples	15 points
<input type="checkbox"/> Responsiveness of proposal	<u>10 points</u>
	100 points

Fee Scoring Example: Bids will be scored as shown in the following example:

Low Bid= 20 points

Formula: (Low Bid/Bid) X 20 points= score, round to nearest tenth.

For example:

Bids received: Bid#1 \$5,000; Bid#2 \$4,700; Bid#3 \$4,950; Bid#4 \$6,100; Bid#5 \$5,500
Low Bid #2= \$4,700=20 points

Bid#1: (4700/5000)X20=18.8
Bid#2: (4700/4700)X20=20
Bid#3: (4700/4950)X20=18.9
Bid#4: (4700/6100)X20=15.4
Bid#5: (4700/5500)X20=17

At its discretion, the District may interview the highest ranked companies on the tasks, staffing, schedule, and fee proposal. Following interviews (if held), the District will negotiate with the highest ranked firm. Negotiations may be formally terminated if they fail to result in a contract within a reasonable time period. Negotiations will then ensue with the second ranked company, and if necessary, the third ranked company.

Issuing Office and Inquiries Relating to This RFP

This RFP is issued by the Nestucca Valley School District. The point of contact for information about this project is Mike DiPasquale, Project Manager. Questions and issues concerning this RFP must be submitted **in writing via e-mail** to Mike DiPasquale at mike.dipasquale@otak.com. No questions sent via telephone, facsimile or text message will be considered. Questions must be received no later than 5:00 p.m., March 5, 2020.

Answers will be posted in an Addendum on the District wide website. No information conference will be held for this RFP. Do not contact the District.

Costs of Information Preparation and Presentation

The District is not liable for any costs incurred by the Proposer, consultants or consulting firms for the preparation and presentation of information in response to this RFP. All such costs, including travel and related expenses, shall be the sole responsibility of the Proposer and any consultants or consulting firms submitting or assisting in the submission of information.

Addenda to the Original RFP

In the event it becomes necessary to revise any part of this RFP, notice of addenda will be on the District Web site. All Proposers are expected to seek this information from the District Web site.

Objections or Protests

A proposer or prospective proposer who wishes to object or protest any aspect of this procurement shall comply with requirements of Oregon Administrative Rule: OAR 137-049-0260 and must deliver a written protest to:

Nestucca Valley School District
RE: RFP – Commissioning Services
NVSD Elementary School
36925 Highway 101 South
Cloverdale, OR 97112

A protest is deemed delivered when it is actually received in writing by the aforementioned addressee.

A protest shall be deemed to include only the documents timely delivered pursuant to this paragraph. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The School District may investigate as it deems appropriate in reviewing the protest and will issue a written response to the protest. The School District may proceed with notice of intent to award while a protest is pending.

If requested in writing and after award is finalized, the contracting agency may meet with proposers that the contracting agency did not select for the public improvement contract for feedback.

Insurance and Liability

1. The Company (Proposer awarded this contract) shall be an "independent contractor"; all persons employed to furnish services hereunder are employees of the Company and not of the Nestucca Valley School District. None of the benefits provided by the District to its employees, including, but not limited

to, workman's compensation insurance and unemployment insurance, are available from the District to the employees of the Company.

2. The Company will be solely and entirely responsible for its acts and for the acts of its employees during the performance of this agreement. The Company shall be responsible for redecorating, restoring, repairing or replacing any portions of the District's premises, facilities or equipment which are damaged by the Company or its employees.
3. The Company shall save, hold harmless and fully indemnify the Nestucca Valley School District and its employees and staff, Nestucca Valley School District School Board Members, Day CPM Services, DLR Group, and the consultants of the afore-mentioned organizations and firms from any and all claims, damages, losses, expenses, suits or actions at law, including attorney's fees, arising out of the performance or failure to perform any act required by the agreement or caused by the negligence or other misconduct of the contractor or any of its agents, employees or subcontractors.
4. The Company shall provide certificates of insurance in the amounts and of the types designated in the contract. Insurance must include General Liability (\$1,000,000), Professional Liability (\$1,000,000) and Automobile Liability coverage. The Nestucca Valley School District and the organizations and firms noted above shall be shown as additional insured parties.

Business and Legal Requirements

1. The Company shall provide the District with the Company's Federal Employer Tax Identification Number.
2. During the term of the agreement, the Company shall comply with all federal and state laws and regulations regarding discrimination in employment.
3. The agreement or any responsibilities under it may not be assigned, transferred or sold by the Company to any other person or firm except with prior consent of the Nestucca Valley School District.
4. The Company shall not perform any duty under this contract using any name other than the name designated in the first paragraph of this contract and the District shall have the right to direct all payments, correspondence and other communications concerning the Company using that name only.
5. The successful Company will be notified in writing of the acceptance of the proposal within (30) days of the proposal closing. If the proposal is accepted within that time, the Company will be bound within the terms of its proposal.
6. The Nestucca Valley School District expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this RFP, and to award a contract to the Company whose proposal it considers to be in the best interest of the District. The District reserves the right to award a contract without discussion or negotiation if it is determined that such an award will result in fair and reasonable prices and would be the most advantageous to the District.

End of RFP