

REQUEST FOR PROPOSALS

NKCC-04-2021



**New Residence Hall
Independent Systems Building
Commissioning Services**

Issue Date: Aug 19, 2020

Due Date: Sept. 14, 2020

**New Residence Hall
Independent Systems Building Commissioning Services
RFP Summary Sheet**

**Northern Kentucky University
Highland Heights, Kentucky
RFP # NKCC-04-2021**

Professional Services: Independent Systems
Building Commissioning Services

Project Name and Location: New Residence Hall
Northern Kentucky University
Highland Heights, Kentucky 41099

Project Budget: \$ 26.5 million (total scope including design, construction, and FFE)

Response Deadline (Proposals Due): Sept 14, 2020 2:00pm

For project-specific or general procurement information, ONLY contact the Northern Kentucky University personnel listed below:

Holly C. Vasquez
Northern Kentucky University
(859) 572-5171
vasquezh1@nku.edu

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

Bid NO: RFP NKCC 04-2021
Issue Date: Date August, 19 2020
Purchasing Officer: Holly C. Vasquez
Phone: 859.572.5171

RETURN ORIGINAL COPY OF BID TO:

**Northern Kentucky University
Procurement Services
1 Nunn Drive
617 Lucas Administrative Center
Highland Heights, KY 41099**

IMPORTANT: BIDS MUST BE RECEIVED BY: 09/14/2020 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at the [NKU Procurement Website](#), apply to this Request for Bid.
2. Contracts resulting from this ITB must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached bid has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Bid, designed to limit independent bidding or competition;
3. That the contents of the bid have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official closing of the ITB;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a bid agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a bid, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
BID FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	FEDERAL EMPLOYER ID NO.:	WEB ADDRESS:

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER

AUTHORIZED SIGNATURE: _____

NAME (Please Print Legibly): _____

TITLE: _____ DATE: _____

State of _____)

County of _____)

The foregoing statement was sworn to me this _____ day of _____, 20____, by
_____.

(Notary Public)

My Commission expires: _____

THIS DOCUMENT MUST BE NOTORIZED

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- ATTACHMENT "A" – CONSTRUCTION SCHEDULE
- ATTACHMENT "B" – MECHANICAL/ELECTRICAL SYSTEMS NARRATIVE
- ATTACHMENT "C" – CONSTRUCTION DRAWINGS THROUGH BULLETIN 2
- ATTACHMENT "D" – CONSTRUCTION SPECIFICATIONS THROUGH BULLETIN 2
- ATTACHMENT "E" – CURRENT LEEDV4 CHECKLIST

1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by Northern Kentucky University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" or "Proposer" means the entity or Commissioning Team submitting a proposal in response to this RFP.

The term "Construction Manager" or "Construction Manager at Risk" (CM) means the person or entity who will or has entered into a contract with the Owner that assumes the risk for construction of the Project at a contracted guaranteed maximum price as the general contractor, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The CM shall execute and hold all construction Trade Contracts and Purchase Orders for the Project.

The term "Purchasing Agency" or "Owner" means Northern Kentucky University, Nunn Drive, Highland Heights, Kentucky 41099

The term "Purchasing Official" or "Purchasing Officer" means the contracting representative appointed by the university.

The term "Responsible Offeror" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means Northern Kentucky University, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

Northern Kentucky University (Owner) requests written proposals and qualifications for Independent Systems Building Commissioning Services for the new 77,220 square foot, semi-suite style Residence Hall project.

Architect: Moody Nolan (Architect of Record) and Lord Aeck Sargent (Design Architect)
 LEEDv4 Consultant: Moody Nolan
 MEP Engineers: CMTA
 Structural Engineers: THP
 Construction Manager: Messer Construction

The current intent of the university is to achieve, as a minimum, LEEDV4 Silver certification, with a heavy emphasis on energy efficiency. With securing commissioning agent (CxA) services, Northern Kentucky University is committed to commissioning the selected systems outlined herein so they operate efficiently and effectively in accordance with the engineering design intent of the Contract Document drawings and specifications. The university will also require the commissioning agent to provide proper systems training and complete operations documentation to the Operations & Maintenance staff of Northern Kentucky University.

2.2 Project Description & Design Schedule

The new Residence Hall is a five-story building to house 297 students. The building has a “commons” multi-purpose activity space on the first floor, a laundry room, meeting room, study rooms, community kitchen and hall director’s apartment. It includes double occupancy two bedroom semi-suites, each with a single shower room, toilet room and two sinks. The building features a concrete and metal structural frame and a geothermal HVAC system. Refer to drawings and specifications for additional details.

Schedule: Construction began in April 2020 and substantial completion is set for July 2021. The entire schedule is an attachment to this document.

2.3 Design Team

The Design Team is a collaboration of the following firms:

Moody Nolan	Architect of Record; LEEDv4 Consultant
Lord Aeck Sargent	Design Architect
CMTA Inc.	MEP Engineering
THP Limited Inc.	Structural Engineering
Kleingers	Civil Engineering
J&A	Technology & Security
Geotechnology	Geotechnology & Survey
Vivian Llambi & Associates	Landscape Architect

The University seeks an Independent Systems Building Commissioning Agent with proven experience in the design and construction of educational facilities similar in scope to the proposed new Residence Hall. A Commissioning team with a portfolio of successful projects is important, but just as important is the ability to understand the culture of Northern Kentucky University. The Commissioning team must be sensitive and responsive to the issues and concerns inherent with successfully designing and constructing this important project for the University. The schedule for this project is aggressive.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	Aug 19, 2020
Pre-Proposal Conference	N/A
Deadline for Written Questions	August 31, 2020 12:00 noon
Final Date for Issuance of Addenda	September 4, 2020
RFP Proposals Due Date	September 14, 2020

3.2 Offeror Communication

Each Offeror is encouraged to register on NKU's Planroom:
<https://www.nkuplanroom.com/purchasing/View/Login.aspx>

Restrictions on Communications with University Staff and the Project Design Team

From the issue date of this RFP and until a contract award is made, Offerors shall not communicate about the subject of this RFP with any University employee. Communication is strongly discouraged with any members of the project design team as well. **All communications regarding this RFP shall be directed only to the individual(s) within the university that are listed on the RFP Summary Sheet (Page 2).** If violation of this provision occurs, the university reserves the right to reject the proposal.

3.3 Pre-Proposal Conference

A Pre-proposal conference will **NOT** be held. All questions shall be submitted in writing to NKU Procurement Services. See 3.1

3.4 Offeror Presentations

In-person interviews and presentations will **NOT** be conducted for the review, evaluation, and award process for this RFP solicitation, unless deemed necessary by the selection committee during their initial review and evaluation.

3.5 Preparation of Offers

Offeror is expected to:

- Follow all specifications, terms, conditions, and instructions in this Request for Proposals.
- Sign and complete the proposal cover sheet and include in proposal response.
- The person signing the offer must initial erasures or other changes.
- Certify the proposal is in all respects fair and in good faith without collusion or fraud.

3.6 Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the Transmittal Letter. If accepted by the Owner, the deviations shall become part of the contract.

3.7 Addenda

Any addenda issued by the University prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum. No addendum will be issued less than 7 days prior to proposal due date without providing an extension to the due date.

3.8 Offeror Response and Proprietary Information and Confidentiality

Any submitted proposal shall remain a valid proposal for 90 calendar days after the proposal due date. In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived there from remain confidential until a contract is awarded or all proposals are rejected. Northern Kentucky University shall have the right to use all systems or ideas or adaptations of those systems or ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.9 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offerors. The university will not provide reimbursement for such costs in any amount.

3.10 Disposition of Proposals

All proposals become the property of Northern Kentucky University. The successful proposal will be incorporated into the resulting contract by reference.

3.11 Alternate Proposals

Offerors who wish to do so may submit alternate proposals. If more than one proposal is submitted, each proposal must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merit.

3.12 Questions

All questions should be submitted in writing to Holly Vasquez, NKU Procurement Services, no later than the deadline specified herein (Contact Information Page 2). Written responses to all submitted questions will be released as an addendum.

3.13 Section Titles in the RFP

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

3.14 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.15 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Purchasing Officer, signed by the Offeror. Unless requested by the university, no revisions or alterations to proposals after the proposal due date will accepted or considered.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal & Qualification Submittal Information and Criteria

The following section specifies the items to be addressed in your proposal. Please prepare your submission carefully to facilitate the university's review of your proposal.

Proposals are to be prepared and submitted electronically in pdf format. Text type size shall be a minimum of 10-point font. Index the Proposal. Cover graphics are at the respondent's discretion. All text and exhibits should be succinct and relevant to RFP requirements. Provide ONE unbound hard copy as noted below in section 4.6.

Proposals shall be organized into the Sections as outlined below:

- A. Signed Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Form
- B. Transmittal Letter (Two pages Maximum)
- C. Executive Summary and Proposal Overview
- D. Qualifications – Firm/Entity
- E. Qualifications of Project-Specific Commissioning Team
 - i. Specific project team experience on similar projects
 - ii. Specific project team experience with LEEDV4 projects
 - iii. Specific project team experience with Schneider Electric/TAC
 - iv. Specific project team experience at NKU/other universities
 - v. Commissioning Approach & Methodology – Two page narrative maximum
 - vi. Include a proposed CxA plan
- F. Proposed Project Cost & Fee Structure
- G. References (list a maximum of five)
- H. Other Additional Information, as necessary (Five page Maximum)

4.2 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror. It shall be limited to a maximum of two pages and shall include:

- a) A statement referencing all addenda to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
- b) A statement that the Offeror's proposal shall remain valid for three (3) months after the closing date of the receipt of the proposals.
- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if necessary/required) and interviews (if necessary/required).
- d) Confirm that Offeror has the ability to complete all testing independent of the project's contractors.
- e) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

Note: Do not submit your standard Terms and Conditions as exceptions to the RFP Terms and Conditions. Each exception to a university specified term or condition shall be individually addressed.

4.3 Executive Summary and Proposal Overview

The Executive Summary/Proposal Overview shall highlight the contents of the technical proposal so as to provide the Selection Committee with a broad understanding of the entire proposal. Provide a brief firm profile indicating location, years in business, and firm's expertise in testing and inspection services.

4.4 Offeror Qualifications & Services Defined

A. List **only** those individuals who will actually accomplish the work on this project. Do NOT include other staff or upper management who will not be involved. Provide resumes for **the actual team proposed**, which include the educational qualifications (degrees, professional licenses, LEEDv4 certifications, etc.),

B. In this section, demonstrate the Offeror's ability to expertly perform commissioning.

C. Include a detailed outline of firm's approach of commissioning for this project, including scheduling; and, preparation of, and timing for, turnaround of reports.

D. Provide evidence of work on relevant similar projects, including work completed at NKU and/or on other higher education campuses, and include reference to firm's experience with control systems installed by Schneider Electric/TAC. Include **only** projects completed by the **actual team** that will perform the work for this project.

4.5 Proposed Project Cost & Fee Structure

Provide anticipated fee information broken down and itemized for each expected phase of Commissioning services. Include estimated hours per task. **An overall fee total shall then be provided as a bottom line, lump sum fee.**

The consultant is encouraged to clearly define what is included and what would be considered additional costs when listing proposed fees and fee structure.

4.6 Proposal Submission Deadline

Prior to the time and date the RFP Response is due, the Offeror shall submit their complete RFP response via EMAIL to:

Holly Vasquez
vasquezh1@nku.edu
Manager, Procurement Services
617 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099

Bearing respondent's name and address, and clearly marked as follows:

RFP NKCC-04-2021
Residence Hall Commissioning

ALSO, send via **US Mail** one unbound ORIGINAL of its proposal in a sealed package, postmarked on or before the DUE date of the RFP, addressed to Holly Vasquez as noted above.

Note: Proposals received after the closing date and time will not be considered. In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

4.7 RFP Evaluation Criteria:

The NKU selection committee will review and evaluate all proposals based on the following, weighted criteria:

- Company's Approach to Commissioning/Proposed CxA Plan 10 pts
- Specific Project Team Experience with similar projects 15 pts
- Specific Project Team Experience with LEEDV4 projects 15 pts
- Specific Project Team Experience with
 Schneider Electric/TAC 10 pts
- Specific Project Team Experience at NKU/other universities 10 pts
- Proposed Fees & Fee Structure 35 pts
- Company Location Relative to Project 5 pts

The Selection Committee will select the highest evaluated firm. The University will negotiate with that Respondent to finalize a contract for providing commissioning services.

5.0 Scope of Work for Independent Systems Building Commissioning Services:

5.1 Commissioning Objectives and Requirements:

The primary objective of this project is to provide documented confirmation that the systems to be commissioned fulfill the functional performance requirements of the University, as described in the contract documents. The commissioning agent shall establish a project specific commissioning plan to document function, performance, and maintainability of systems, and verify and document compliance through construction, startup, and the initial period of operation. In addition, the commissioning agent shall confirm that complete operation and maintenance manuals, as well as training on each system's operation, are provided to the building operators.

For this project, all commissioning by the selected firm shall meet or exceed the requirements of LEEDV4 Energy and Atmosphere Prerequisite 1; "Fundamental Commissioning of the Building Energy Systems", and Credit 3; "Enhanced Commissioning". The commissioning agent must be a Professional engineer and a LEEDV4 AP (accredited professional). All requirements of the above prerequisite and credit are included in the scope of work and will not be repeated herein. **The commissioning agent shall provide third party analysis independent of the design or construction team or any of their subcontractors as a representative of the University.** The requirement for successful LEEDV4 commissioning is a corner stone to the certification process, and as such, those submitting qualifications are required to have a minimum of 1,000,000 square feet of LEEDV4 experience for projects either certified or in progress.

The commissioning agent shall propose a plan to complete all testing with minimal contractor interface. In the proposal, the consultant shall indicate how much participation time is to be expected from each systems contractor during the commissioning process.

5.2 Commissioning Scope of Work:

The building systems to be commissioned include only the following selected systems:

- HVAC System Components and complete systems
- HVAC Automatic Temperature Controls
- Normal and Emergency Electrical Systems
- Lighting and Daylighting Controls
- Plumbing Systems including domestic hot water
- Geothermal
- Other Renewable Energy systems if applicable
- All sub-metering

HVAC and Controls components to be commissioned are further defined as follow, as applicable:

1. Air handling units including dampers, fans, coils, all other components, and controls.
2. Supply air, Return air, Outside Air and Exhaust air systems for performance and control.
3. Airflow dampers, balancing and controls
4. Geothermal water pumps and their control.
5. Heat Pump units including dampers, fans, coils, all other components, and controls.
6. Direct digital control system performance or other control system type as applicable, for accuracy, conformance, and operational sequences. This includes data analysis and trending.
7. Air balance report for conformance and items relevant to commissioning.

Electrical System components to be commissioned are further defined as follows, as applicable:

1. Emergency power generator
2. Emergency power transfer switches
3. Uninterruptible power supplies
4. Lighting
5. Lighting and daylighting controls
6. Occupancy sensors
7. Variable frequency drives

8. Motor controls
9. Interfaces to building management control system
10. Electrical sub-metering
11. Power system from incoming service to distribution panels
12. Full facility loss of power test
13. Random 10% sample of building outlets and switches

Plumbing System components to be commissioned are further defined as follows, as applicable:

1. Heat Exchangers
2. Cold and hot water pumps (if applicable)
3. Domestic hot water systems, pumps, and controls
4. Pressure booster pumps
5. Recirculation pumps
6. Blending valves
7. Sanitary sewage ejection pumps (if applicable)
8. High water alarms
9. Backflow preventers
10. Random 10% sample of building plumbing fixtures and devices

Potential Renewable Energy System components to be commissioned are further defined as follows, as applicable:

1. Geothermal systems
2. Solar systems (N/A)
3. Wind Power systems (N/A)
4. Photovoltaic Systems (N/A)
5. Other systems as applicable

5.3 Expected Commissioning Activities

The commissioning activities for each selected system will include the tasks outlined below.

1. The commissioning agent shall complete the Commissioning EAp1 and EAc3 LEEDV4 Letter Templates on LEEDV4-Online.
2. The commissioning agent will review Commissioning specification sections to ensure these sections are unambiguous and are fully coordinated with all other specification sections to clearly outline Contractor responsibilities. This review and subsequent report shall include a review of all other appropriate drawings and/or specification sections with bearing on the work of commissioning this building as described herein. **Timing is of the essence and must be completed within 4 weeks of contract.**
3. The commissioning agent will review submittals not yet submitted with the applicable engineer and furnish comments no later than three working days before responses are due back from the engineer. **Submittals currently processed shall also be reviewed, with comments to be issued within 2 weeks of contract award.** A written report of deficiencies discovered in the submittals shall be provided to the University.
4. The commissioning agent will conduct an initial meeting with the Construction/Owner/Design team to explain the commissioning process that will be used and to establish the proper lines of communication.
5. The commissioning agent will coordinate the commissioning work with the Construction Manager to ensure the commissioning activities are included and considered in the master construction schedule.
6. The commissioning agent will develop custom test procedures and forms for the HVAC systems based on the approved submittals and shop drawings. Use of generic forms will not be acceptable. The commissioning process shall be scheduled to match the sequence of construction.

7. The commissioning agent will perform site visits during construction. Detailed witnessing of system start-ups, duct and pipe testing, and system flushing will not be required. As part of site visits, the Commissioning agent will be given access to the Construction Manager's Punch List Software – Fieldview App for onsite issues and tracking.
8. The commissioning agent will perform functional testing of all components listed above and in the LEEDV4 Reference Guide, after completion of the construction and after quality control procedures normally performed by the contractor under specification requirements is complete. The controls contractor will demonstrate system log on procedures and architecture for purposes of commissioning. The commissioning agent will then complete all tests without requiring the presence of the contractors. The scope of testing will be refined and finalized after selection of the commissioning agent is complete.
9. The commissioning agent will be given Remote access to NKU's Schneider BMS programming and controls upon approved request. When access is approved, the commission agent's representative is required to abide by the following guide lines:
 - a. Access to BMS has a start and end date to your username and password. NKU project manager will need to be notified minimum 48 hours in advance of notice in order to gain IT access approval.
 - b. When accessing the BMS from remote, the Power Plant operator at ext. 5548 must first be contacted at the start and end of the session. At the end of the session, the operator must be notified of any changes and if anything is needed to update manual.
 - c. Each CxA representative will have their own username and password so that NKU can track any changes made.
 - d. If certain testing needs the equipment to have someone watching the function of the equipment, physically on site, this needs to be a CxA representative. **NKU employees will not be used for this task.**
10. The commissioning agent will plan and conduct commissioning meetings, as necessary, and distribute reports/minutes from these meetings.
11. The commissioning agent shall review and approve the training of the facility's operating personnel, as well as the O&M manuals submitted for commissioned equipment. In addition, a systems manual must be produced by the CxA.
12. The commissioning agent shall review warranties to ensure the University's responsibilities are clearly defined.
13. The commissioning agent shall compile all findings of the commissioning process in a comprehensive summary report. This summary report shall also contain a master issue log with recommended actions and final resolution documentation for each finding/issue. During the commissioning process, this report and master issue log shall be considered a "living" document and shall be provided to the Construction Manager for easy tracking of open action items until final resolution can be documented. The final summary report provided to the University shall include the commissioning plan, the final version of the master issue log, progress reports, submittal and O&M manual reviews, training records, test schedules, construction checklists, start-up reports, functional tests/results, and trend log analysis. Recommendations for improvement to equipment or operations, future actions, and other recommendations shall also be included. Any non-compliant, outstanding issue with no practical resolution shall also be listed with the specific tests, inspections, trend logs, etc. where the issue was first identified, tracked, and documented.
14. During the warranty period, the commissioning agent shall coordinate and supervise required opposite season, deferred testing, and/or deficiency corrections, and provide the additional final testing documentation for the Commissioning Report and O&M Manuals.
15. The commissioning agent shall return to the building at 10 months into the 12 month warranty period and review with the operations staff the current building operation and any outstanding issues related to the original and opposite season commissioning. Problems or concerns shall be identified with suggestions for improvement. Areas or items that may come under warranty or under the original construction contract shall also be identified. The commissioning agent shall assist the University in developing reports and/or documents describing the services necessary to remedy any outstanding problems.

16. The commissioning agent shall copy the University on all correspondence (emails, reports, issue log progress updates, etc.) made with the construction manager, design team, and/or subcontractors during the commissioning agent's entire contracted scope of work.

5.4 Desired Areas of Experience and Expertise

- A. Prior Higher Education Facilities Experience: The successful Commissioning team should have direct experience in the construction of a minimum of five (5) new residential (higher education) or academic facilities similar in size (or larger) and complexity and program to this project. It is incumbent upon the Commissioning team to provide clear information about the credentials and personal experience of its key team members; experience by a firm is meaningless if the specific team member was not personally involved in a particular project in a meaningful way. This information should be presented so that it is clearly understood by the selection committee members.
- B. Master Planning
N/A
- C. Mechanical
The successful Commissioning team should have experience in the design and/or commissioning of mechanical systems for large, complex facilities similar in size and scope to this project.
- D. Constructability Reviews, Scheduling and Cost Estimating
The Commissioning team shall have the professional expertise to provide design and constructability reviews. Constructability reviews shall address life cycle cost and maintainability as well.
- E. BIM
The design/CM team is required to use Building Information Modeling (BIM) technology during the design and construction phases of this project. In their proposal, the Commissioning team shall provide examples of previous projects that demonstrate detailed experience and proficiency with BIM. All continued use of the BIM model and coordination text shall be in compliance with AIA E201 and E-202 acceptance of material document.
- F. LEEDV4
It is the university's intention to pursue a LEEDV4 Silver certification for the project. Sustainability concepts are important to the university. Thus, it is essential that members of the design, CM, and Commissioning teams be experienced in the design and construction of LEEDV4 certified facilities.

6.0 SUPPLEMENTAL CONDITIONS**6.1 Compliance with State Laws**

Any contract resulting from this solicitation shall be governed under, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the Commonwealth of Kentucky. The firm selected shall provide equal job opportunity and prohibit discrimination based on race, creed, color, sex, age, religion or national origin as required by Kentucky Revised Statutes 45:550 through 45:640. All contractors and subcontractors are required to comply with Federal Executive Order 11246 entitled "Equal Employment Opportunity" as amended by the Department of Labor regulations (41CFR, Part 60). The successful firm will be required to provide certificates of insurance showing proof of general, vehicle liability and Worker's Compensation insurance.

6.2 Competitive Negotiation

It is the intent of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085. The Owner will review all proposals properly submitted. However, the Owner reserves the right to request necessary amendments, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

The Owner also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

6.3 Appearance before Committee (if necessary)

Any, all or no Offerors may be requested to appear before the Selection Committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.4 Acceptance or Rejection and Award of Proposal

Northern Kentucky University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

6.5 Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work. The Commissioning Team shall fully cooperate with such other Consultants, Contractors and/or University employees and carefully fit their work to such additional work. The Commissioning Team shall not commit or permit any act, which will interfere with the performance of work by any other Contractor(s) or by University employees.

6.6 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

6.7 Rejection

Grounds for the rejection of proposals include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the Request for Proposal.
- An offer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the Owner's Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.
- Proposals received after the closing date and time specified in the RFP.

6.8 **Responsibility**

Any contract that may result from the RFP shall specify that the Commissioning Team is solely responsible for fulfillment of the contract with the university.

6.9 **Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event and to the extent that the Owner prevails, the Commissioning Team agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

6.10 **Patents, Copyrights and Trademark**

Except as specified by the Contract Documents, the Commissioning Team shall protect Northern Kentucky University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

6.11 **Method of Award**

It is the intent of the University to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.12 **Personal Service Contract Policies**

This RFP is for consulting or other personal services. Kentucky law requires a Personal Services Contract to be signed by the vendor and filed with the Legislative Research Commission in Frankfort prior to any work beginning. [KRS 45A.690](#) defines a Personal Service Contract as "an agreement whereby an individual, firm, partnership, or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at a price agreed upon."

After Determination but prior to award, a Personal Services Contract will be sent to the winning offeror for signature. Please be sure to sign and return the **original** contract promptly to Northern Kentucky University. A Notice of Award will not be issued until the signed Personal Services Contract has been received by Procurement Services and filed with the Legislative Research Commission in Frankfort, KY.

REGARDING PERSONAL SERVICE CONTRACT INVOICING

House Bill 387 has now amended Kentucky Revised Statute 45A.695(10)(A) with the following language, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee". The Personal Service Contract Invoice Form shall be used for this purpose and for your convenience we have added fields so that it can be filled in online and printed. This form can be located on NKU's Procurement Services website at: www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf