**Request for Proposals**

**RFP #0217-2015**

**Southern Oregon University**

**McNeal Pavilion & Student Recreation Center**

**Commissioning Services**

 **LEED BD+C: New Construction v3 LEED 2009 Fundamental Building Systems Commissioning & Enhanced Commissioning**

 ISSUE DATE: **February 17, 2015**

 **CLOSING DATE: March 5, 2015**

 **CLOSING TIME: 4:00 PM Local Time**

TABLE OF CONTENTS

 Page

Section I – Information Regarding Proposal 3

Introduction 3

Background 3

General Information 4

General Provisions 4

Term of Contract 9

Delivery of Proposals 9

Schedule of Events 10

Scope of Work 11

Section II – Information Required from Proposers 16

Proposal Form and Content 16

Proposal Format 16

Proposal Content 16

Section III – Evaluation Criteria 18

Section IV – Additional RFP Documents and Contract Terms … 19

Exhibit A – Bidder/Proposer Tax Law and Non-Discrimination Certification 19

Exhibit B – Contractor’s Travel Reimbursement Policy 20

Exhibit C – Schematic Design MEP project scope narratives. ……………21 -25

**Southern Oregon University**

# Request for Proposals #0217-2015

**McNeal Pavilion & Student Recreation Center Commissioning Services**

###### Section I - Information Regarding Proposal

**INTRODUCTION**

Southern Oregon University (SOU) requests proposals from qualified firms to provide building commissioning services for the McNeal Pavilion & Student Recreation Center on the SOU campus in Ashland, OR.

These projects will be completely renovated between June 2015 and March 2017. The project includes complete replacement of the existing mechanical, plumbing, and electrical systems. The Project is currently in the Schematic Design Phase. This facility is being designed to meet the U.S. Green Building Council LEED “Gold” level certification and the USGBC LEED Building Design + Construction New Construction and Major Renovation v3 LEED 2009 rating system.

**BACKGROUND**

The existing McNeal Pavilion was originally constructed in 1956. The building was added onto in 1964 (area to the east of the 1956 structure), in 1977 (racquetball courts) and in 1991 (new entry lobby, classrooms and offices at south side of the building). A majority of McNeal Pavilion will be demolished (except for the 1964 Auxiliary Gymnasium and the Dance Studio) to make way for the two Projects: the New McNeal Pavilion and the new Student Recreation Center. These two projects have separate funding sources.

The new McNeal Pavilion and Student Recreation Center Building contains approximately 132,000 square feet. The Athletic portion contains a competition gymnasium, locker rooms, lobby, offices, athletic training, laundry and storage. The Recreation Center contains a two court gymnasium, a multi-use gymnasium, two large exercise rooms, lobby, offices, lockers, Outdoor Programs area, rock climbing wall, cardio/weight lifting area and a plyometric area.

The facility will be served by campus steam. Steam will be converted to building heating water through two shell-in-tube heat exchangers. Cooling- packaged by cooling energy recovery roof top units (single zone variable volume) with heating water coil supply and return fans with VFD, economizer controls, high efficiency cooling system utilizing variable speed (capacity control), hot-gas reheat coil-humidity control and airflow monitoring stations.

See Exhibit C for the Schematic Design MEP project scope narratives.

Design work for this project is in the Schematic Design Phase. A Request for Proposal/Qualifications for Pre-qualifications of General Contractor Bidders (who will also provide VE and limited CM consultation services during DD and CD Phases) will be issued by the end of January 2015. A hazardous materials abatement investigation and subsequent report will commence right after Christmas.

**Important Notice**

Read this RFP carefully. By submitting a Proposal in response to this RFP, you acknowledge that you have read, understand and agree to comply with all the provisions of this RFP. SOU may modify this RFP or make relevant information available to potential Proposers. It is the responsibility of potential Proposers to refer daily to the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>) to check for any available addenda, responses to clarifying questions, or solicitation cancellations.

### TERM OF CONTRACT

The OUS and the selected Contractor may enter into a contract to begin work immediately (the “Contract”). The term of the Contract will extend until December,2017 with an option for extensions thereafter, subject to the OUS’ needs and the Contractor’s continued successful performance as determined by OUS. The OUS reserves the right to terminate the Contract at its discretion upon 30 days notice to the Contractor.

**GENERAL INFORMATION**

The SOU Facilities Department will be your sole point of contact during the RFP process. All correspondence pertaining to this RFP should be appropriately addressed to:

**Bruce Abeloe, Project Manager**

Telephone: (541) 941 2581

Email: mailto:bruce\_abeloe@abeloe.com

*\*Email preferred*

Office Address: Southern Oregon University
*(required for FedEx, UPS, etc)* Facilities Management and Planning

 351 Walker Avenue

 Ashland, OR 97520

**GENERAL PROVISIONS**

SOU reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules (“OAR”) Chapter 580, Divisions 61 and 62 govern the procurement process for the OUS.

**1. Modification or Withdrawal of Proposal:**  Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the SOU Facilities Director prior to the Closing Date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new proposal.

**2. Protests of Specifications:** Protests of the RFP specifications may be made only if a term or condition of the RFP violates applicable law. Protests of Specifications must be received in writing prior to the date and time indicated in the Schedule of Events at the email address listed under “General Information” in this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**3. Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing prior to the date and time indicated in the Schedule of Events at the email address listed under “General Information” in this RFP. Requests for changes must include the reason for the change and any recommended modifications to the RFP requirements.

The purpose of this requirement is to permit SOU to correct, prior to consideration of the Proposals, RFP terms or technical requirements that may be improvident or which unjustifiably restrict competition.

SOU will consider all requested changes and, if appropriate, amend the RFP. SOU will provide reasonable notice of its decision to all Proposers that have submitted a Notice of Interest in accordance with section 21 of this RFP.

**4. Addenda**: If any part of this RFP is amended, addenda will be provided on the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>). Proposers are exclusively responsible for checking the OUS Current Business and Bidding Opportunities website to determine whether any addenda have been issued. **By submitting a Proposal, each Proposer thereby agrees that it accepts all risks and waives all claims associated with or related to its failure to obtain any addendum or addendum information.**

**5. Post-Selection Review and Protest of Award**: SOU will name the apparent successful Proposer in a “Notice of Intent to Award” posted on the OUS Current Business and Bidding Opportunities website. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified by email of the selection of the apparent successful Proposer and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” posting to request and review documents regarding the selection process and to file a written protest of award. Any protest must comply with OAR 580-061-0145. Any award protest must be received in writing at the SOU Facilities Director’s address or email address listed under “General Information” in this RFP.

The OUS will consider any protests received and:

1. reject all protests and proceed with final evaluation of, and any contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR

1. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, the OUS may name a new apparent successful Proposer; OR
2. reject all Proposals and cancel the procurement.

The SOU Vice President for Finance and Administration or designee will timely respond to any protests after receipt. The decision shall be final.

**6. Potential Selection of Finalists.** After the initial evaluation of Proposals, SOU, at its sole discretion, may:

(A) issue a Notice of Intent to Award based on the evaluation criteria provided in Section III of this RFP; OR

(B) select one or more Proposer(s) as designated finalists based on the evaluation criteria provided in Section III of this RFP (“Finalists”). Finalists will be interviewed by telephone conference call. Interviews provide an opportunity for the Proposer to clarify or elaborate on the Proposal, but Proposers shall not materially alter the content or terms of the original Proposal. Members of the evaluation committee may award a Finalist up to 50 points (in addition to the 100 points available for award under Section III of this RFP) based on their interview. **Note:** Telephone interviews are at the discretion of the evaluation committee and may not be conducted; therefore, **written Proposals should be complete.**

If Finalists are selected, Proposers not selected as Finalists will be notified by email of the Finalist selections. Proposers not selected as Finalists will be given seven (7) calendar days from the date on the notice of Finalist selection to file a written protest. Any protest must be received in writing by the Facilities Director at email address listed under “General Information” in this RFP.

**7. Acceptance of Contractual Requirements**: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award.

**8. Public Records**: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under the Oregon Revised Statutes (“ORS”) 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

By submitting a Proposal in response to this RFP, Proposers acknowledge and agree that any

information not set apart and labeled as described above is not a trade secret under ORS

192.501(2) and may be subject to disclosure under the Oregon Public Records Law.

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the

exemption from disclosure applies only “unless the public interest requires disclosure in the

particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of

a document submitted as part of a Proposal, including those labeled as Trade Secrets, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**9. Investigation of References**: SOU reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees. SOU may postpone the award or the execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. Information provided by references may prevail in final selection, regardless of preliminary scoring results.

Despite its right to investigate all Proposer references, SOU is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references. Any decision made by SOU in regards to the use of references, including restricting the consideration of references to only Finalists, will not be considered grounds for protest.

**10. RFP Preparation Costs**: Cost of developing the proposal or any other such costs are entirely the responsibility of the Proposer and will not be reimbursed by SOU. By submitting a Proposal, each Proposer thereby accepts all risks, and waives all claims, associated with or related to the costs it incurs in Proposal preparation, submission, and participation in the solicitation process.

**11. Clarification and Clarity**: SOU reserves the right to seek clarification of each Proposal or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal initially be submitted in the most complete, clear, and favorable manner possible.

**12. Right to Reject Proposals**: SOU reserves the right to reject any or all Proposals if such rejection would be in the public interest. Whether such rejection is in the public interest will be solely determined by SOU.

**13. Cancellation**: SOU reserves the right to cancel or postpone this RFP at any time or to award no contract.

**14. Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through the period of contract execution.

**15.** **Usage:** It is the intention of SOU to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**16. OUS Retainer Contract:** Proposers must be currently enrolled in the Oregon University System (OUS) professional consultant’s retainer program to be eligible to submit a proposal for this project. The successful proposer will be issued a supplement to their current retainer contract for this work.

**17. Review for Responsiveness:** Upon receipt of all Proposals, the SOU Facilities Director or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or unresponsive in part or in whole, it may be rejected and, if rejected, will not be submitted to the evaluation committee. SOU reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived when determining if an error is grounds for disqualifying a Proposal. The Proposer’s contact person identified in the Proposal will be notified by SOU to communicate the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived.

**18. Rejections and Withdrawals.** SOU reserves the right to reject any or all Proposals or to withdraw any item from the award.

# 19. RFP Incorporated into Contract. This RFP will become part of the final contract between SOU and the selected Proposer (also referred to herein as the “Contractor”). The Contractor will be bound to perform according to the terms of this RFP, its Proposal, and the terms of the Proposer’s OUS Retainer Agreement.

**20. Communication Blackout Period.**  Except as called for in this RFP, Proposers may not communicate about this RFP with members of the evaluation committee or any employees of SOU until the apparent successful Proposer is selected and all protests, if any, have been resolved. The contact person designated by the “General Information” section of this RFP is exempted from this blackout period. If any Proposer initiates or continues contact in violation of this provision, SOU may, in its sole discretion, reject that Proposer’s Proposal and remove it from consideration for award of a contract under this RFP.

**21. Prohibition on Commissions.**  SOU will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

**22. Ownership of Proposals**. All Proposals in response to this RFP are the sole property of SOU and subject to the provisions of ORS 192.410-192.505 (the Public Records Act).

**23. Clerical Errors in Awards.**  SOU reserves the right to correct inaccurate awards resulting from its clerical errors.

**24. Rejection of Qualified Proposals.** Proposals may be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP. Any terms contained in Proposals that conflict with or modify the terms of this RFP and sample contract are expressly rejected unless specifically adopted in writing by SOU.

**25. Collusion.**  By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is, in all aspects, fair and without collusion or fraud.

**26. Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from SOU and other interested parties, as appropriate. The committee’s recommendations will be forwarded to the SOU Facilities Director for final approval.

**27.** **Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, and a contract has been fully executed.

### DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

**Preferred Method:** Complete proposals (including all attachments) may be emailed to the SOU Facilities Office mailto:soubid@sou.edu. The Proposals must be electronically received by the Closing Date and Time indicated by the Schedule of Events. **Email subject line must be “Response to RFP #1223-2014.” It is the Proposers sole responsibility to confirm electronic receipt of the complete emailed document(s) before the time and date deadline.** Proposals delayed or lost by email system filtering or failures may be considered at SOU’s sole discretion.

**Alternative Method:** An original and electronic copy (on compact disk or an alternative electronic storage device) of the complete Proposal may be mailed or hand-delivered to the SOU Facilities Office per the contact information provided below prior to the Closing Date and Time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked “**Response to RFP #1223-2014.”**

The original Proposal must be signedby an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal. Proposals may not be submitted by telephone or fax.

It is the responsibility of the Proposer to ensure that Proposals arrive by the Closing Date and Time. **LATE PROPOSALS WILL NOT BE ACCEPTED, except as set out in the Preferred Method of delivery above.** Proposals may be hand delivered, mailed, or e-mailed to:

**Mail or Hand Delivery:** *(Including UPS, FEDEX)*

Southern Oregon University

Facilities management & Planning

351 Walker Avenue

Ashland, OR 97520

**E-Mail**

mailto:soubid@sou.edu

Proposals will be opened by the SOU Facilities Director or designee at the SOU Facilities Office located at 351 Walker Avenue, Ashland, Oregon on the Closing Date.

**SCHEDULE OF EVENTS**

The timing and sequence of events resulting from this RFP will be ultimately determined by SOU. This Schedule is illustrative of optimal timing goals, but may be changed.

RFP Issue Date February 17, 2015

Deadline for Protest of Specifications February 20, 2015 (4:00 pm)

All Clarifying Questions Due February 23, 2015 (4:00 pm)

Closing Date (Proposals Due) March 5, 2015 (4:00 pm)

 Finalist Interviews (if required) March,10 2015

Deadline for Protest of Award 7 calendar days after date
on Notice of Award letter (or potential notice of non-Finalist status)

Estimated Contract Begin Date April 1, 2015

Estimated Project Completion Date……………………. December, 2017

**SCOPE OF WORK:**

OBJECTIVES OF COMMISSIONING IN GENERAL

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owners, occupants, and operators. To reach this goal, it is necessary for the commissioning process to confirm the owners’ criteria for system function, performance, and maintainability; and also to verify and document compliance with these criteria throughout construction, start-up, and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals, as well as training on system operation, are provided to the building operators to ensure the building continues to operate as intended. The commissioning authority (provider) (“CxA”) will review and comment on both the O&M manuals and the training materials, so that any necessary modifications and clarification can be made prior to their use.

The commissioning provider will be involved throughout construction, start-up, and warranty phases. The CxA will develop detailed commissioning specifications to ensure systems meet the owners’ objectives. During construction, the CxA reviews the testing plan and its execution, which include some observation of system performance and review of contractor-prepared documentation for all systems’ performance to ensure that all equipment, features, and systems are functioning in accordance with the owners’ project requirements and the contract documents. The CxA is not responsible for general construction scheduling, cost estimating, or construction management, but assists the owners with problem solving or resolving non-conformance issues or deficiencies.

**SCOPE OF WORK**

The Owners will be pursuing LEED certification in accordance with the USGBC LEED BD+C – New Construction v3 LEED 2009 rating system. The CxA Services scope of work shall include services necessary to meet LEED Energy and Atmosphere Credit 1-Fundamental Commissioning of Building Energy Systems and LEED Energy and Atmosphere Credit 3 – Enhanced Commissioning. The CxA Services scope of work shall include coordination of all commissioning activities performed by the General Contractor and the Design Team

to meet LEED “Gold” certification. The CxA shall be responsible for carrying out the following tasks.

***Initial Commissioning Tasks – to be completed by September 2015***

1. Review the Owner’s Project Requirements (OPR) and the Basis of Design (BOD) documents, developed by the Owner and the Project Design Team, for clarity and completeness. The OPR provides a narrative explanation of the building’s use and operation, including environmental and sustainability goals, energy efficiency goals, equipment and system descriptions, general quality of materials and performance criteria. The BOD will be developed by the Design Team and contains all the information necessary to accomplish the design intent identified in the OPR.

2. Develop Commissioning Plan. The Commissioning Plan shall include the following:

* A brief overview of the commissioning process to be employed on the Project
* A list of all equipment, features, and systems to be commissioned
* Identification of primary commissioning participants and their responsibilities
* A description of the management, communication, and reporting functions to be performed in implementing the Commissioning Plan
* A detailed outline of the commissioning process and scope, including submittal review, observation, development of functional test procedures, start-up, functional performance testing, deficiency reporting and resolution processes, training, O&M documentation and warranty-period activities
* A list of the written work products to be delivered to Owners
* A performance schedule covering all commissioning activities
* A description of the rigor and scope of testing to be performed
1. Conduct a focused “ commissioning review” of the design prior to the mid-construction

document phase, providing a detailed review of the design drawings and specifications with a focus on coordination of the commissioned systems and adequacy of the design for a achieving the Owner’s Project Requirements and the Basis of Design requirements. Also provide a back check of the review comments in the subsequent design submission.

1. Prepare the commissioning specifications. Commissioning specifications shall include the following:
* The scope of commissioning to be performed, and by whom
* The equipment, features, and systems to be commissioned
* Requirements for commissioning-related submittal review, inspection, development of functional test procedures, start-up, functional performance testing, training, O&M documentation and warranty period activities, commissioning documentation requirements, commissioning activity performance schedule, and rigor and scope of testing.
1. Attend construction pre-construction meeting to answer commissioning-related questions.

***Construction Phase***

1. Review the progress of the commissioning activities. Verify that commissioning activities are being performed in accordance with the Commissioning Plan and the Construction Documents, in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties (including but not limited to, the Owners, architect, engineer of record, general contractor, and subcontractors as appropriate), frequently-update timelines and schedules, and with competent technical expertise.
2. Coordinate the performance of commissioning activities with the contractors, ensuring that all commissioning activities are being incorporated into the master construction schedule.
3. Revise, as necessary, the Commissioning Plan developed during design, including scope and schedule. Submit each revised Commissioning Plan for Owners’ approval.
4. Preside at commissioning meetings, and record all commissioning meeting minutes.
5. Review information required to perform commissioning tasks, including O&M materials, functional test plans, start-up and checkout procedures. Before startup, review the detailed testing procedures with the Owner and contractors.
6. Review all submittals pertaining to equipment, features, and systems being commissioned for compliance with commissioning requirements, concurrent with the architect and engineering reviews. Provide timely review comments to the Owner and design team.
7. Review requests for information and change orders for impact on commissioning schedule and activities, and provide feedback as necessary
8. Review construction checklists for commissioned equipment, features, and systems (checklists to be filled out by the contractors).
9. Review the enhanced start-up and initial systems checkout plan prepared by the CM/GC for commissioned equipment.
10. Develop selected functional performance tests to demonstrate each commissioned system meets the performance requirements.
11. Perform site visits to observe commissioned equipment, component, and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to or affecting the commissioning process. Assist Owners in resolving any discrepancies.
12. Review reports for HVAC piping pressure test and flushing, to confirm that proper procedures were followed. Include all testing documentation in the Commissioning Report.
13. Review reports of any ductwork testing and cleaning to confirm that proper procedures were followed. Include all documentation in the Commissioning Report.
14. Document construction completion relating to commissioned equipment, component, and system installation by reviewing completed construction checklists and by selected on-site observation.
15. Document equipment and systems startup by reviewing start-up reports and by selected on-site observation.
16. Coordinate air and water systems balancing. Review completed air and water systems balancing reports and by selected on-site observation.
17. Selectively observe contractors’ start-up and initial systems checkout procedures and review completed start-up/checkout documents.
18. Analyze functional performance trend logs and monitoring data to verify proper performance of all commissioned equipment, systems, and components.
19. Witness (by on-site observation) manual functional performance tests performed by installing contractors. Review reported test results, and request contractor to order retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted, and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check-listing by the installing contractors, and spot-checked by the CP during functional testing. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling season. However, some overwriting of control values to simulate conditions shall be allowed if necessary. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone dataloggers, as deemed appropriate by the CP and SOU.
20. Maintain a master commissioning issues log and a separate record of all functional performance testing. Report all issues as they occur directly to the Owner, design team and contractor. Provide written commissioning progress reports and test results, together with recommended actions.
21. Review the contractor-prepared O&M manuals for commissioned equipment, features, and systems for compliance with manufacturer specifications.
22. Compile a Commissioning Report, which shall include:
* A brief summary report that includes a list of all commissioned equipment, features and systems, and the CP’s evaluation of compliance/non-compliance with the requirements of the Construction Documents. The evaluation for each commissioned item of equipment, feature and system shall be determined based on the following criteria:
	+ Meeting Design Intent
	+ Meeting specifications
	+ Proper Installation
	+ Functional Performance and Efficiency
	+ Proper O&M Documentation
	+ Proper Operator Training Manual provisions
* All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment, features, systems, or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
* Also included in the Commissioning Report shall be the issues log, commissioning plan, commissioning progress reports, O&M manual reviews, comments, and recommendations, operating personnel training plan and records, performance test schedules, construction checklists, start-up reports, functional tests, and trend log analysis.
* The CxA and other project team members must develop a systems manual that provides future operating staff the information necessary to understand and optimally operate the commissioned systems.

***Warranty Period***

1. Coordinate and observe required opposite season or deferred testing and deficiency corrections, and provide the final testing documentation for the Commissioning Record and O&M manuals.

2. Coordinate with the mechanical engineer and Owner to provide SEED verification.????

3. Return to the Project site 4 months and at 10 months into the 12-month warranty period and review with Owners’ Authorized Representatives the current building operation and issues, if any, concerning the original or seasonal re-commissioning. Make suggestions to Owners for improvements and for recording these changes in the O&M manuals. Identify issues that may be covered by warranty or are addressed in the original construction contract.

PROJECT TEAM

Owner: Southern Oregon University

Architect (Prime): Sink Combs Dethlefs

Architect (Associate): Straus and Seibert

Landscape Architect: Covey Pardee

Mechanical Engineer: The Ballard Group

Plumbing Engineer: The Ballard Group

Electrical Engineer: Innovative Electrical Systems

Energy Modeling: The Ballard Group

Structural Engineer: ZCS Engineering

Civil Engineer: ZCS Engineering

Sustainable Design: Mackenzie

AV: WJHW

### SYSTEMS TO BE COMMISSIONED

The following systems and assemblies (including all associated equipment, features and components) will be commissioned:

* All HVAC systems and associated controls, including fire and life safety functions
* Central building automation system
* Lighting and daylighting controls
* Plumbing systems
* Domestic hot water systems
* Renewable energy system - solar
* Other building systems if required to achieve LEED certification

### COMMISSIONING PROVIDER MINIMUM QUALIFICATIONS

It is the Owner’s desire for the person designated as the Commissioning Provider’s project leader to satisfy the following requirements:

* Has acted as Commissioning Provider project leader for at least three (3) similar projects
* Has extensive experience (minimum five (5) years) in the operation and troubleshooting of HVAC systems and energy-management control systems
* Is knowledgeable in building operation and maintenance, as well as O&M training
* Is knowledgeable in testing and balancing of both air and water systems
* Is experienced in energy-efficient equipment design and control strategy optimization
* Has direct experience in monitoring and analyzing system operation using energy-management control system trending and stand-alone datalogging equipment
* Has excellent verbal and written communication skills; is highly organized and able to work with both management and trade contractors
* Is experienced in writing commissioning specifications
* Membership with the Building Commissioning Association will be considered a plus

**Section II – Information Required from Proposer**

**SOU McNeal Pavilion & Student Recreation Center Commissioning Services**

**RFP #**0217-2015

**PROPOSAL FORM AND CONTENT**

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

* + 1. **SUBMISSION FORMAT**
1. The Proposal should be written on standard size (8½" x 11") paper using generally accessible word processing and document formats.
2. Limit proposal to 10 double-sided pages, including graphics. A letter of introduction, section dividers, detailed resumes and the sample work products are not included in this limit.
3. Proposal must be signed by an officer (if a corporation), partner (if a partnership) or other individual authorized to bind Proposer.
4. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below. Pages should be numbered consecutively.
	* 1. **Required Proposal Content**
5. **Title Page and/or Cover Letter**
	1. The title page and/or cover letter should indicate the following: date; RFP number; the name, address, and telephone number of the Proposer; and a signature of an authorized official with the authority to negotiate and contractually bind the Proposer. The name, title, phone number, and e-mail address of the Proposer’s contact person who will receive all notices related to the RFP should also be included.
6. **Firm Experience and Qualifications**

A. Provide a brief description of your firm including information on current staffing, number of years in business, areas of specialization, and the approximate percentage of work devoted to building commissioning services.

B. Provide detailed information on recent completed projects that would be relevant to this project. For each project indicate:

* Dates of commissioning work.
* Type of facility
* Project size (Building area and/or construction cost).
* Systems commissioned
* Individuals who worked on project.
* Indicate whether it was a LEED project and the LEED level attained

C. Indicate your firm’s current and projected commissioning workload for the next eighteen months.

1. **Qualifications and Experience of Team Members**

A. Identify **specific** individuals that would be assigned to this project. Identify the commissioning project manager and the field personnel that would be assigned to this project. Indicate the roles of each team members in the construction, start up and verification phases. Attach a brief resume’ for each team member.

B. Identify any sub-consultants (if any) the proposer would use on this project. Indicate the sub-consultant’s role in the project. Include a brief resume’ for each sub-consultant.

C. Briefly describe the appropriate team member’s experience with testing and balancing HVAC systems, energy efficient design, DDC control systems and control strategy optimization, O & M experience, and experience with LEED projects.

1. **Fee Proposal**

A. Provide an estimate of the number of hours the proposer would budget for each phase of commissioning work (design development, construction documents, construction, start up and acceptance, warranty and verification, etc.). Provide hourly rates for each individual that would work on the project.

B. Provide a not-to-exceed budget for reimbursable expenses.

C. Provide an estimate of the number of trips the commissioning agent would make to the jobsite.

**5. Bidder/Proposer Tax Laws and Non-discrimination Certification**

 A. Provide signed form (Exhibit A)

**6. References and Client List**

Provide Owner references (name, title, address, telephone number and email address) of at least three projects of similar size and complexity commissioned by the Proposer within the past five years. Proposals with experience specific to university science facilities will be considered favorably.

**Section III - Evaluation Criteria**

**SOU McNeal Pavilion & Student Recreation Center Commissioning Services**

**RFP #**0217-2015

Proposals will be evaluated for completeness, clarity, and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not clearly provide the Information Required or are incomplete may be rejected.**

**Review and Evaluation.** Proposals will be reviewed by a committee of qualified personnel selected by SOU. At the sole discretion of SOU, finalist interviews may be conducted.

**Criteria for Selection**. Proposals will be evaluated based on the following criteria.

|  |  |  |
| --- | --- | --- |
| a. | **Firm Experience & Qualifications**Includes consideration of demonstrated knowledge commissioning Science facilities and/or comparable facilities of similar size and complexity.  | 30 points |
| b. | **Personnel**Qualifications, experience and references for the ***specific personnel assigned to this project***. | 30 points |
| c. | **MWESB**  | 10 points |
| d. | **Fee Proposal** | 30 points |
| e. | **References** |  |
|  | Total Available Points | 100 points |

**References**

Acceptance of a Proposal may be contingent on a review of the Proposer’s references. Information provided by references submitted by a Proposer, as well as other references identified by SOU, may prevail in final selection, regardless of preliminary scoring results.

**EXHIBIT A**

**BIDDER/PROPOSER**

**TAX LAWS AND NON-DISCRIMINATION CERTIFICATION**

**SOU McNeal Pavilion & Student Recreation Center Commissioning Services**

**RFP #**0217-2015

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

**Certified Minority, Women, and Emerging Small Business**

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: **[ ]  DBE [ ]  MBE [ ]  WBE [ ]  ESB**

**Certificate of Compliance with Tax Laws**

I, the undersigned,

(Check one) \_[ ] \_ hereby certify under penalty of perjury as provided in ORS 305.385(6), that, I am not in violation of any of the tax laws described in ORS 305.380(4).

 \_[ ] \_ hereby certify that I am authorized to act on behalf of the Contractor, and affirm, under penalty of perjury as provided in ORS 305.385(6), that, to the best of my knowledge, the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

For purposes of this certification, “tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Business Designation (check one): **[ ]** Corporation **[ ]**  Partnership

 **[ ]** Sole Proprietor **[ ]**  Governmental/Non-Profit **[ ]**  Limited Partners **[ ]** Limited Liability Partnership

 **[ ]**  Limited Liability Company

**Tax Identification Number (Federal TIN):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| Signature:  |  | Date:  |  |
| Name:  |  | Title:  |  |
| Firm:  |  |
| Address:  |  |
| City/State/Zip:  |  | Phone:  | ( ) |
| e-mail:  |  | Fax:  |  |

**EXHIBIT B**

**Chancellor’s Office (CO) Contractor Travel Reimbursement Policy**

**Rates Effective January 1, 2013**

|  |  |  |
| --- | --- | --- |
| **Category** | **Rate Summary** | **Policy** |
| **Instate Travel:** Meal per diem $52

|  |  |
| --- | --- |
|  | B = $13.00  |
|  | L = $13.00 |
|  | D = $26.00  |

 | All Oregon Cities

|  |  |  |
| --- | --- | --- |
|  | Meals | $52.00 |
|  | Lodging | $111.00  |

. | * The per diem equals the federal rate using the *IRS’s High-Low Substantiation Method*. All Oregon cities are currently Low Cost Cities.
* No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis).
* If meals are provided at the meeting or event, no meal per diem is allowed.
* No meal per diem is allowed on one day trips.
* Lodging tax is reimbursed as a miscellaneous expense.

  |
| **Out-of-State, and Continental US Travel:****High** meal per diem $65

|  |  |
| --- | --- |
|  | B = $16.25  |
|  | L = $16.25 |
|  | D = $32.50  |

**Low** meal per diem $52

|  |  |
| --- | --- |
|  | B = $13.00  |
|  | L = $13.00  |
|  | D = $26.00  |

 | **High:** See list of High Cost Cities

|  |  |  |
| --- | --- | --- |
|  | Meals |  $65.00  |
|  | Lodging | $177.00  |

**Low:** All other cities, Continental US

|  |  |  |
| --- | --- | --- |
|  | Meals | $52.00  |
|  | Lodging | $111.00  |

 | * The per diem equals the federal rate using the *IRS’s High-Low Substantiation Method* (see <http://www.ous.edu/dept/cont-div/fpm/trav-95-100#.730> for listing of High Cost Localities).
* No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis).
* If meals are provided at the meeting or event, no meal per diem is allowed.
* No meal per diem is allowed on one day trips.
* Lodging tax is reimbursed as a miscellaneous expense.
 |
| **Foreign & Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)** | Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.  | * **Contact Chancellor’s Office Business Services at 541-737-3636 for current per diem rates for these locations.**
* **If meals are provided at the meeting or event, no meal per diem is allowed.**
* Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel.
* No receipts are required for lodging, meals and incidental expenses.
 |
| **Mileage for Private Vehicle:** | 56.5 cents per mile.  | * Mileage can be calculated one of 3 ways:
	+ Mileage Chart in the Excel file (see Excel file)
	+ Actual mileage (from the odometer)
	+ Mapping software (e.g., mapquest.com)
* Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle.
* Mileage is not reimbursable unless one way trip exceeds 25 miles from origin to destination.
 |
| **Pro-ration of meals for partial days involving an overnight stay:** |

|  |  |  |  |
| --- | --- | --- | --- |
| **INITIAL Day of Travel – Leave:** | **Prior to****7:00 am** | **7:00 am****to 12:59 pm** | **1:00 pm****and after** |
| **Meal Allowance** | Breakfast,lunch, dinner | Lunch, dinner | Dinner |
|  |  |  |  |
| **FINAL Day** **of Travel –Return:** | **Prior to Noon** | **12:00 noon****to 5:59 pm** | **6:00 pm and after** |
| **Meal Allowance** | Breakfast | Breakfast,lunch | Breakfast,lunch, dinner |

 |
| **Rented Vehicles: CO will only reimburse vehicle rental rates for compact and economy cars and their equivalent green class. CO will reimburse for liability insurance issued through the vehicle rental company. Other classes of vehicles may be rented for circumstances that are approved in advance by the CO representative for reasons that include space requirements or inclement weather conditions. Receipts are required.** |
| **Airfare: CO** will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts are required. |
| **Ground Transportation:** Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over $75 per item. |
| **Incidental Expenses:** *Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed.* Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.  |
| **Miscellaneous Expenses: The m**iscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the CO representative. All miscellaneous expenses must be itemized.  Receipts are required if over $25 per item.  |
| **Unallowed Expenses: Expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services (e.g. waiters, taxi drivers, and baggage handlers) are not reimbursable.**  |
| **Hosting Expenses: If the Statement of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact Chancellor’s Office Business Services at 541-737-3636 for allowable expenses.** |
| ***Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at http://www.ous.edu/cont-div/cobpp/28.05\_contractortravel.php.******The Chancellor’s Office prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.*** |