

**Request for Proposals to Provide:
Independent Systems Building Commissioning Services**

Campus Recreation Center Renovation & Expansion

**Northern Kentucky University
RFP # NS-44-13**

Independent Systems Building Commissioning Services



**Issue Date: April 29, 2013
Due Date: May 23, 2013**

Campus Recreation Center Renovation & Expansion RFP Summary Sheet

**Northern Kentucky University
Highland Heights, Kentucky
RFP # NS-44-13**

Professional Services: Independent Systems
Building Commissioning Services

Project Name and Location: Albright Health Center
Northern Kentucky University
Highland Heights, Kentucky 41099

Project Budget: \$ 46 million (total scope including design, construction, and FFE)
\$ 29.9 million (direct construction total only)
Direct construction total includes the scope for replacing the existing roof of the entire Albright Health Center as part of this project.

Response Deadline (Proposals Due): May 23, 2013 2:00pm

Selection Committee Members for this project:

- Steve Nienaber
- Marilyn Heflin
- Jeff Noel
- Rob Knarr

Do NOT contact the Committee members listed above. For project-specific or general procurement information, ONLY contact the Northern Kentucky University personnel listed below:

Eli Baird
Northern Kentucky University
(859) 572-5266
bairde1@nku.edu

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- ATTACHMENT "A" – PRELIMINARY PROJECT SCHEDULE
- ATTACHMENT "B" – MECHANICAL/ELECTRICAL SYSTEMS NARRATIVE (CMTA)
- ATTACHMENT "C" – 75% COMPLETE DESIGN DEVELOPMENT PHASE DRAWINGS
- ATTACHMENT "D" - 75% COMPLETE DESIGN DEVELOPMENT PHASE SPECIFICATIONS

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 on the new Campus Recreation Center Renovation & Expansion project. The overall scope for this project is to renovate and expand the existing A.D. Albright Health Center to create a more modern campus recreation center. Omni Architects, in conjunction with Cannon Design, is leading the current design effort.

The current intent of the university is to achieve, as a minimum, LEED 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 operation documentation to the Operations & Maintenance staff of Northern Kentucky University.

The current schedule shows construction starting on early construction bid package as early as late fall 2013, but a more refined schedule will be created once the Construction Manager is officially under contract. The proposal and interview phase for hiring a Construction Manager is currently underway and should complete by mid to late May. A preliminary project schedule initially prepared by the design team is included for reference as an Attachment to this RFP.

Proposers can purchase a set of the design development level design drawings and specifications through Lynn Imaging. Contact the designated representative from Northern Kentucky University Procurement Services for details on obtaining the project documents.

2.2 **Project Description & Design Schedule**

As mentioned, the overall intent for this project is to renovate and expand the existing A.D. Albright Health Center to create a more modern campus recreation center. The overall project scope includes:

- A building expansion to increase campus recreation programming space.
- Renovation of the existing campus recreation center (Health Center - first floor/second floor track)
- HVAC, electrical and other infrastructure upgrades/renovation on the Health Center's existing second and third floors, as necessary to achieve code compliance, LEED silver certification and to improve occupant comfort on the existing building's upper two floors.
- Replace the existing roof of the entire Albright Health Center.
- Construction of artificial surface, lighted intramural fields and support building (***This portion of the project is currently under construction, and should be considered excluded from the scope of this solicitation for Independent Systems Building Commissioning Services.***)

The existing Albright Health Center opened in 1984. Campus Recreation occupies about 65,000 square feet on the first floor of the building. Current campus recreation activity spaces include three basketball courts; a 1/8th mile, 4-lane track; three racquetball courts; a multipurpose room; fitness space; a six lane, 25 yard by 25 meter pool; and locker rooms. Campus recreation and kinesiology are located on the first floor; the College of Health Professions (COHP) occupies the second and third floors; and the athletics department occupies part of the second floor. COHP will remain in the building until the Health Innovations Center is funded and complete.

The proposed design scheme includes a new entry, a new multi-activity pool, five basketball courts, a multi-purpose (MAC) court space, two racquetball courts, increased weight-fitness and locker room space, three group fitness rooms and new offices for campus recreation.

The design for this project reached 75% completion of the Design Development Phase in September 2012, but all design work terminated at that time due to the legislature's lack of approval for agency bonds needed to finance construction. Design efforts recently resumed in mid-March 2013 once bonding authority was re-authorized by the legislature for all state universities. However, drawings and specifications will not be updated beyond the current, 75% Design Development set until after the CM is under contract and performs a cost estimate to check alignment with the project construction budget. Currently, the plan is for the design team to complete 100% construction documents by January 2014 with probable early bid packages released for bidding in the fall of 2013. The 75% complete Design Development Phase concept drawings are included as part of the document attachments included with this RFP package.

It is anticipated that the construction of the Project will be implemented in several sequential and overlapping construction phases and/or packages in order to keep various portions of the existing facility open as much as possible during the project. The construction phases may also consist of work under multiple bid packages. The construction phases/packages may include, but not necessarily be limited to: construction of the new Campus Recreation Center Expansion; renovation of the existing Albright Health Center first floor and second floor track levels; renovation of the existing Albright Health Center second and third floors; construction of a plaza area adjacent to the new Expansion/Renovation and related amenities; construction of site and foundation including site utility distribution systems (including chilled water, steam, natural gas, electric, data and communications, storm and sanitary sewer, domestic water, fire protection, etc.); construction of streets, roads, sidewalks and landscaping.

2.3 Design Concept & Program

Northern Kentucky University (NKU) wishes to renovate and expand the existing Albright Health Center, a 136,324 academic and campus recreation facility constructed in 1984. The intent is to substantially alter the campus recreation part of the facility, which currently encompasses about 65,000 net square feet on the first floor of the building. The existing building is not an attractive or inviting facility; it is boxy, bleak, dark (almost no day lighting on the first floor), small, and inadequate. The project must be transformative in terms of its impact on the building – the end result should be a building that is light, airy, inviting, transparent, active, energetic and exciting: it should set the stage to transform the student experience at NKU, much as the university’s new, vibrant student union, which opened in 2008 and is located immediately to the north of the Campus Recreation Center, has transformed the student experience.

The new Campus Recreation Center (CRC) will support one of NKU’s core mission objectives: to recruit and retain the best regional, national, and international students. As student housing is increased and improved, career counseling expands, and student services become more available, the prioritizing of this new Campus Recreation Center as a key element in student life underscores NKU’s continuing commitment to offer a more complete range of student campus experiences, reinforcing student pride.

The NKU Campus Recreation Center Building Program calls for the renovation of the existing 3-court Gym, and the possibility of renovating this area into a 4-court Gym. A Multi-Purpose Court MAC/Gym will be included, and an additional Gym is anticipated. Fitness, Cardio, and Weight Training Space will almost triple in size. Aerobics, Sports Clubs, and Wellness Multi-Purpose Studios will double in area. The existing Jogging/Walking Track surface will be upgraded, and exterior daylighting and views for this room are anticipated. The use of clerestory windows for additional daylighting is under consideration. 2 Racquetball Courts, a Fitness Lab, a Bouldering wall, renovated and new Locker Rooms, Equipment Storage Rooms, Administration, and support spaces will all expand what is currently offered by Campus Recreation. The existing Pool will be converted to the MAC, and a new Recreation Pool with swim lanes, 1 meter diving (and 3 meter potentially), spa, and recreational activities such as volleyball and basketball will be provided. The pool is anticipated to meet NCAA Division I criteria.

Given the anticipated, continued growth of the university, it is important that the building be designed and situated so that an addition could logically be added to the building at some point in the future. Although this future addition is not part of the current design effort, how and where it would occur will be considered in the design. More Information about the campus and the University’s current efforts to update its Master Plan are available at:

<http://access.nku.edu/campusplan/2007%20Masterplan.htm>

2.4 Design Team

As noted above, the Design Team is led by Omni Architects, in collaboration with the following firms:

Omni Architects	Architect
Cannon Design	Recreation Architect & Programming
CMTA	Mechanical/Electrical
BFMJ	Structural Engineer
Sextant Group	Acoustics/AV
Robert Pass & Associates	Cost Consultant
Counsilman-Hunsaker	Aquatic Consultant
Vivian Llambi & Associates	Civil Engineer & 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 this proposed Campus Recreation Center Renovation & Expansion. 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

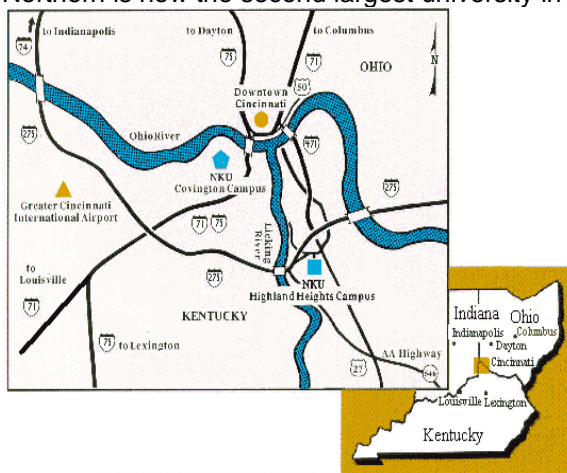
successfully designing and constructing a large capital project for the University. The schedule for this project is aggressive and it is anticipated that construction may begin prior to the completion of design.

2.5 Northern Kentucky Region

The Northern Kentucky region is an economic engine for the Commonwealth of Kentucky. The Greater Cincinnati International Airport, located in Northern Kentucky, leads the many economic successes of the region. Ideally situated in terms of attractiveness to prospective businesses, the region is bisected by interstates 75/71, 275 and 471. The region enjoys a quality workforce, a relatively modest cost of living, good schools and attractive communities. As an integral part of the Greater Cincinnati region, Northern Kentucky is poised to continue its track record of economic and population growth.

2.6 Northern Kentucky University

Northern Kentucky University (NKU) is the youngest of Kentucky's eight state universities. Founded in 1968 as Northern Kentucky State College, Northern awarded its first bachelor's degrees in May 1973 and became Northern Kentucky University in 1976. Today, with enrollment approaching 16,000 students, Northern is now the second largest university in the Greater Cincinnati area.



Located 7 miles south of Cincinnati, Ohio, on 400 acres of rolling land in Highland Heights, Kentucky, NKU is located in the largest metropolitan area of any state university in Kentucky. The Greater Cincinnati area's population is over 2 million. NKU remains primarily a regional commuter campus housing approximately 10 percent (1,860) of its students on campus. Over 64% of the student's enrolled at NKU are residents the eight Northern Kentucky counties.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	April 29, 2013
Pre-Proposal Conference	May 7, 10:00am SU108
Deadline for Written Questions	May 13, 12:00noon
Final Date for issuance of Addenda	May 16, 2013
RFP Proposals Due Date	May 23, 2013 2:00pm

3.2 Offeror Communication

To ensure RFP documentation and any necessary subsequent information (modifications, clarifications, addendum, etc.) are directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP process is required to immediately provide the following information to NKU Procurement Services:

- Name of primary contact

- Mailing address, email address, and telephone number for primary contact
- Firms may name additional contact persons (provide contact information)

This information shall be transmitted via e-mail to NKU Procurement Services at the email address listed on the RFP Summary Sheet (Page 2):

Restrictions on Communications with University Staff, Selection Committee Members, and the Project Design Team

From the issue date of this RFP and a contract award is made, Offerors shall not communicate about the subject of this RFP with any University administrator or faculty, staff, or members of the Board of Regents, nor any voting member of the Selection Committee. 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 be held at Northern Kentucky University, Highland Heights, Kentucky on May 7, 2013 at 10:00 a.m. in the Student Union room 108 to allow the opportunity to ask questions and clarify the expectations and requirements of the university. Visitor parking is available in the nearby Kenton Garage.

The following items should be noted in reference to the Pre-Proposal Conference:

- Attendance at the Pre-Proposal Conference is **optional**, but all interested Offerors are encouraged to attend due to the complexity, scope, and potential construction sequencing of this renovation/expansion project. At this conference, the scope of services will be reviewed and discussed, and a brief tour of the existing building will be provided.
- All questions shall be submitted in writing to NKU Procurement Services. The university will prepare written responses to all submitted questions and release as an addendum. All written questions and answers will be made part of the RFP and may become part of the contract with the successful Commissioning team. Verbal answers given at the conference and not memorialized in written form are not binding.

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. Offeror will furnish all information required by this solicitation. The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. 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.

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, Section 4.3 (d). If accepted by the Owner, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to an Owner term and condition shall be individually addressed.

3.7 Addenda

Any addenda or instructions 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

The Request for Proposals specifies the format, required information, and general content of proposals to be submitted in response to this RFP. The university or the members of the appointed selection committee will not disclose any portions of the proposals prior to contract award to anyone outside the University's administrative staff, and the members of, and advisors to, the Committee evaluating the proposals. After a contract is awarded in whole or in part, the Owner shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for 90 calendar days after the proposal due date.

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, all 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 Eli Baird, NKU Procurement Services, no later than the deadline specified herein.

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 be 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 read this section thoroughly, prepare your submission carefully to facilitate the university's review of your proposal.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the solicitation. The proposal shall be prepared on 8 1/2" x 11" recycled paper, with all text clear of binding. Text type size shall be a minimum of 10 point font. The proposals must be indexed and all pages sequentially numbered throughout or by section. Binders and covers will be at the respondent's discretion, however, elaborate graphics and expensive paper and binding are not necessary, nor encouraged. All text and exhibits should be succinct and relevant to the RFP requirements. Emphasis should be on completeness and clarity of content. Each copy of the proposal shall be bound in a single volume.

Proposals shall be organized into the section tabs identified 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 LEED projects
 - iii. Specific project team experience with Schneider Electric/TAC/Johnson Controls
 - iv. Specific project team experience at NKU/other universities
- F. Services Defined
 - i. Commissioning Approach & Methodology
 - ii. Include a proposed CxA plan)
- G. Proposed Project Cost & Fee Structure
- H. References (list a maximum of five)
- I. Other Additional Information, as necessary (Five page Maximum)

RFP Evaluation Criteria:

The Owner's staff selection committee will review all proposals to rank the most qualified consultants based on the content of the Proposal & Qualification Submittal. All submitted proposals will be reviewed by the Selection Committee specifically established for this project, and all proposals will be evaluated based on the following, weighted criteria:

- | | |
|---|-----|
| • Company's Approach to Commissioning/Proposed CxA Plan | 10% |
| • Specific Project Team Experience with similar projects | 15% |
| • Specific Project Team Experience with LEED projects | 15% |
| • Specific Project Team Experience with
Schneider Electric/TAC/Johnson Control Systems | 10% |
| • Specific Project Team Experience at NKU/other universities | 10% |
| • Proposed Fees & Fee Structure | 35% |
| • Company Location Relative to Project | 5% |

The Selection Committee will select the highest evaluated firm and the University will enter into final negotiations to finalize a contract for providing commissioning services. The consultant is encouraged to

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

Other Pertinent Information & Suggestions for Proposal Submittal:

1. Provide a **brief** firm profile indicating location, years in business, and firm's expertise in design and commissioning.
2. Provide a detailed discussion of how the firm approaches commissioning. Clearly indicate if the firm has the demonstrated ability to complete all testing **independent of the Contractors**.
3. List **only** those individuals that will actually accomplish the work on this project. Do NOT include other staff or upper management that will not be involved. List the educational qualifications of the **actual team proposed** (degrees, professional licenses, etc.), and also include resumes and all related experience of the **actual team proposed**.
4. Describe the firm's experience in commissioning control systems installed by both Schneider Electric/TAC and Johnson Controls.
5. Provide relevant experience in commissioning complex buildings, and specific NKU and/or other university project experience. Include **only** projects completed by the **actual team** that would perform the work for this project.

4.2 Proposal Submission Deadline

The offeror shall submit, via US Postal Service, courier or other delivery service, five (5) bound and one (1) unbound original of its proposal in a sealed package addressed to:

Mr. Jeff Strunk
Director of Procurement Services
621 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099

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

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Independent Systems Building Commissioning Services
NKU Campus Recreation Center Renovation & Expansion

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.

4.3 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) 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.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the Selection Committee with a broad understanding of the entire proposal.

4.5 Offeror Qualifications & Services Defined

The purpose of the Offeror Qualifications section is to allow the evaluator to assess the ability of the Offeror to respond to this Request for Proposals. Offerors have the flexibility to be creative in describing and providing evidence of their ability to meet the qualification needs of this project.

4.6 Proposed Project Cost & Fee Structure

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

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. To reach this goal, it is necessary for the commissioning agent to establish a project specific commissioning plan to document the systems' function, performance, and maintainability, as well as to 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 LEED 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 LEED AP (accredited professional). All of the requirements of the above prerequisite and credit are included in the scope of work and will not be repeated herein. The commissioning agent shall be a completely independent third party representing the University, and shall have no current, previous, or pending contractual ties with any member of the design or construction team or any of their subcontractors. The requirement for successful LEED commissioning is a corner stone to the certification process, and as such, those submitting qualifications are required to have, as a minimum, 1,000,000 square feet of LEED 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

The HVAC and Controls components to be commissioned are further defined as follows:

1. Air handling units including dampers, fans, coils, all other components, and controls.
2. Return air and exhaust air systems for performance and control.
3. Reheat coils, variable air volume reheat zones, and similar equipment tied to air handling units and controls interface. Statistical checking of terminal units will be allowed and shall include examination of approximately 25 percent of the terminal devices.
4. Chilled and hot water pumps and their control.
5. Chilled water system interface to campus central plant.
6. Steam from campus loop including pressure reducing stations and their control or interface to central plant.
7. Steam converters
8. Direct digital control system performance or other control system type as applicable, for accuracy, conformance, and operational sequences. This includes data analysis and trending.
9. Air balance report for conformance and items relevant to commissioning.

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

1. Emergency power generator
2. Emergency power transfer switches
3. Uninterruptible power supplies
4. Lighting
5. Lighting controls
6. Occupancy sensors
7. Variable frequency drives
8. Motor controls
9. Interfaces to building management control system
10. Power system from incoming service to distribution panels
11. Full facility loss of power test
12. Random 10% sample of building outlets and switches

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

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

Potential Renewable Energy System components to be commissioned are further defined as follows. Final determination of these systems will be made at a later date:

1. Geothermal systems
2. Solar systems
3. Wind Power systems
4. Photovoltaic Systems
5. Other systems as applicable

5.3 Expected Commissioning Activities

The commissioning activities for each selected system will include the tasks outlined below. The consultant is encouraged to suggest changes and/or improvements to the following task list, but for this specific proposal request it is assumed, at a minimum, these tasks will be performed. Your proposal shall restate the following items, as well as any additional suggested tasks or improvements, which will form the basis for the contracted scope of commissioning services:

1. The commissioning agent will provide all design reviews as identified in LEED requirements, including (as a minimum) reviews at Design Development, Construction Document, and Bid Document phases. If interim design submittals are made review of each shall be included.

- The commissioning agent will maintain a complete and dynamic log of all comments at each stage, and resolution of all comments. Approval of Bid Documents shall not be made unless all open items are addressed.
2. The commissioning agent shall complete the Commissioning EAp1 and EAc3 LEED Letter Templates on LEED-Online.
 3. The commissioning agent shall provide assistance to NKU in development of the Owner's Project Requirements.
 4. The commissioning agent will author the Commissioning sections of the specifications. These sections shall be fully coordinated with all other specification sections to clearly outline Contractor responsibilities and remove ambiguities.
 5. The commissioning agent will review the applicable submittals concurrent with the applicable engineer and furnish comments no later than three working days before responses are due back from the engineer. A written report of any initial deficiencies discovered in the submittals shall be provided to the University.
 6. 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.
 7. 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.
 8. 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.
 9. 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.
 10. The commissioning agent will perform functional testing of all components listed above and in the LEED 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.
 11. The commissioning agent will plan and conduct commissioning meetings, as necessary, and distribute reports/minutes from these meetings.
 12. 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.
 13. The commissioning agent shall review warranties to ensure the University's responsibilities are clearly defined.
 14. 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.
 15. 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.
 16. 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.

17. 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. **College or University Recreation & Academic Facilities:** The successful Commissioning team should have direct experience in the construction of a minimum of five (5) new recreation and 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**

The site for the proposed renovation and expansion project is currently occupied by the existing Albright Health Center along the east side of Kenton Drive just south of the Student Union and Griffin Hall. The successful Commissioning team will have the expertise to thoughtfully consider all site related issues and in concert with the design team, the Commissioning team will work to help achieve the best possible building and site design, and will have the expertise to contribute to discussions on issues such as:

- Cost control;
- Cost and construction issues related to possible future expansion of the facility;
- Easy access to utilities;
- Incorporation of technology;
- Life cycle cost and ease of maintenance; and,
- Value engineering.

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. The University's goal is to equip the building with a mechanical system that is operationally flexible, effective, highly energy efficient, and quiet. The University's intent is to heat and cool the building with steam and chilled water from the University's new Central Power Plant as well a new geothermal well field. It is anticipated that connections to the steam and chilled water infrastructure will remain in their current locations with the necessary upgrades and modifications. Upgrades to the central plant are not anticipated should be considered excluded from this project.

D. **Constructability Reviews, Scheduling and Cost Estimating**

The Commissioning team shall have the professional expertise to provide design and constructability reviews. It is anticipated that this project will be bid in several phases in order to minimize construction time so that the project can be occupied by the earliest possible date. 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. **LEED**

It is the university's intention to pursue a LEED 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 LEED certified facilities. The project was officially registered with the USGBC in June 2012 under the LEED-NC v2009 rating system.

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.

AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND BIDDER CERTIFICATIONS

By signing below the Contractor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

- 1.** That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
- 2.** That the submitted bid or bids covering the Bid Package indicated have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
 - 2A.** Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited. The provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State.
 - 2B.** Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine 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 which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.
- 3.** That the content of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4.** That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390; and
- 5.** That I have fully informed myself regarding the accuracy of the statements made, including Bid Amount.
- 6.** Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.
- 7.** That the Bidder, if awarded a contract, would not be in violation of Executive Branch Code of Ethics established by KRS 11A.990.
- 8. Campaign Finance Laws** Pursuant to KRS 45A.110 and KRS 45A.115 the undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.
- 9. Worker's Compensation and Unemployment Insurance** Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and unemployment insurance under established KRS Chapter 341.

10. Vendor Report of Prior Violations The Bidder/Owner shall reveal to the University, prior to this award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. The Contractor is further notified this statute requires that for the duration of this contract, the Contractor shall be in continuous compliance and the Contractor's failure to reveal a final determination of a violation or failure to comply with the cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years. Please list any final determination(s) of violation(s) including the date of determination and the state agency issuing the determination. If no violations have occurred, type **none** in the space below.

* KRS Chapter 136 - Corporation and Utility Taxes; * KRS Chapter 139 - Sales & Use Tax;
 * KRS Chapter 141 - Income Taxes; * KRS Chapter 337 - Wages & Hours; * KRS Chapter 338 - Occupational Safety & Health of Employees; * KRS Chapter 341 - Unemployment Compensation; * KRS Chapter 342 - Worker's Compensation

<u>KRS VIOLATION</u>	<u>DATE</u>	<u>STATE AGENCY</u>
_____	_____	_____
_____	_____	_____

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

AUTHORIZED SIGNATURE: _____
 DATE: _____
 NAME (Please Print Legibly): _____

FIRM: _____
 FED ID. OR SSN#: _____

PERMANENT ADDRESS: _____

 STREET CITY STATE ZIP

CONTACT PERSON: _____
 TITLE: _____
 TELEPHONE NO: _____ FAX NO: _____
 E-MAIL: _____

***** 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