



citycounty insurance services  
cisoregon.org

## Request for Proposals (RFP)

### CIS Collaboration Center Project Commissioning Agent

| RFP Schedule                           |                                      |
|--|--------------------------------------|
| Issuance of RFP:                       | September 9th, 2024                  |
| Submission of Questions about the RFP: | September 16th, 2024, 5:00 p.m. (PT) |
| Proposal Due:                          | September 23rd, 2024, 5:00 p.m. (PT) |

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**REQUEST FOR PROPOSALS  
FOR  
CIS COLLABORATION CENTER PROJECT  
COMMISSIONING AGENT**

**Table of Contents**

SECTION 1.0 BACKGROUND.....

SECTION 2.0 SCOPE OF WORK.....

SECTION 3.0 CONTACTS AND QUESTIONS .....

SECTION 4.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL .....

SECTION 5.0 CIS CONTRACT CONSIDERATIONS.....

## **SECTION 1.0 – BACKGROUND**

Purpose of RFP: This RFP is a part of the process for CIS' selection and retention of a qualified Commissioning Agent (CxA) to perform a variety of commissioning services. Timely submitted RFP Responses will be evaluated by CIS in accordance with the criteria established in this RFP. One or more Respondents may be requested to interview with CIS as part of the process for CIS' selection and retention of a CxA for the Project.

Project Description: CIS is building a new 15,750 sf single-story office building with associated parking, landscaping, and site improvements at 30125 SW Kinsman Rd, Wilsonville, OR 97070. The building will include office space, meeting areas, and training areas.

Project Construction Documents: Respondents must review the Construction Documents to fully understand the scope and nature of the Project along with the construction materials' tests and or inspections, required during Project construction. Submittal of a Response to this RFP is deemed the Respondent's compliance with the foregoing.

Evaluation Criteria: The following set forth the criteria by which each RFP Response will be evaluated. CIS reserves the right to exercise discretion in the weight and priority of the evaluation criteria.

- Qualifications, Relevant Experience, and Ability. The Respondent will be evaluated based on experience in successfully completing IOR Services for recent projects that are similar in size, scope, use and complexity as the Project and with similar test/inspection requirements.
- Quality of the Proposal
- Responsiveness to RFP and Project Requirements. CIS will evaluate response to the requirements of this RFP as outlined in the RFP.
- References and Client Responsiveness. CIS will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a public construction project, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
- Availability. CIS will evaluate the availability of the Respondent and its professional and technical staff to be dedicated to completing Project tests/inspections in accordance with the Project schedule.
- Cost Schedule
- Miscellaneous, including exceptions/deviations.

## **SECTION 2.0 – SCOPE OF WORK**

The successful firm shall provide the following. Proposers may submit a proposal for any work they are able to perform.

The primary role of the CxA is to ensure that the Owner's Project Requirements (OPR) are developed during the planning phase and are achieved through the design, construction, and post construction operation of the facility. The following is a summary of the commissioning process the Owner intends to have implemented. This process is similar to that defined in the *ASHRAE Commissioning Guidelines*.

For this proposal, the following process will be followed.

### **I. COMMISSIONING PROCESS**

#### **A. Commissioning Process during Design**

- Owner's Project Requirements (OPR) – The CxA will facilitate development of the OPR. The Owner, design team, and CxA will work collaboratively to develop the OPR.
- The CxA will collaborate with the Owner, design team, and contractor or third-party project manager hired by the Owner, where appropriate, to establish an aggressive yet attainable and fiscally responsible energy efficiency goal.
- The CxA will organize, schedule, and chair an OPR charrette and prepare an agenda for the charrette that covers all elements of the OPR as defined in the *ASHRAE Commissioning Guidelines*.
- The CxA will prepare a draft of the OPR from the minutes of the OPR charrette for final review and comment by the participants. The CxA will prepare a final OPR based on the draft review comments. The CxA will modify the OPR as the project progresses through the design and construction phases.

#### **B. Commissioning Specifications**

- The CxA will develop full commissioning specifications based on the OPR.
- The CxA will coordinate with the design team to integrate the commissioning specifications into the project specifications prepared by the project architect and engineers.
- The commissioning specifications will include the elements defined in the *ASHRAE Commissioning Guidelines*, including a detailed description of the responsibilities of all the parties, details of the commissioning process, reporting and documentation requirements (including formats), deficiency resolution, pre-functional checklist requirements, functional testing requirements, test and balancing requirements, training, O&M manuals, record document requirements, and retesting responsibilities.

### C. Design Documents

- The CxA will review the design documents with a focus on commission ability, maintainability, design completeness, cost-effectiveness, coordination of trades, and energy efficiency. CxA will include the Citycounty Insurance Services staff in this review. For each review, the CxA will prepare a written list of comments for the Owner and design team. The CxA will conduct the following reviews:
- Basis of design (BOD)-Review the BOD to verify compliance with the OPR. The design engineer is to provide the BOD documentation for use during this review.
- Plan reviews-perform reviews at 100% completion of design development documents (DDs), and construction documents (CDs).

### D. D30 Heating, Ventilating, and Air Conditioning (HVAC)

- D3050 Variable Refrigerant Flow (VRF with heat recovery Ventilator (HRV), Electric Heat and Exhaust as specified in OPR.
- HVAC control system sequences of operation-Review these sequences carefully to make certain they contain adequate detail and incorporate energy-efficient processes (e.g., static pressure set point reset, supply air temperature set point reset, occupancy sensors, unoccupied/ occupied air change rates, weekly scheduling with optimal start/stop, etc.).
- Complete BOD review of addition systems for the project including architectural systems, electrical, equipment, etc. that is determined to require testing and verification of their operation and integration with other systems.

### E. D40 Fire Protection

- D4010 Sprinklers As specified in OPR.

### F. D50 Electrical

- D5010 Electrical Service and distribution.
- The electrical systems are based on the following goals, project budget, Design creativity, excellence and innovation, Energy efficiency to allow low operating and maintenance while supporting the facility function, operation resiliency, capacity for future modifications and extensions. As specified in OPR.
- D5020 Lighting
- Lighting Controls

### G. Utility Management Plan (UMP)

- The CxA will facilitate the development of the UMP. The CxA will work with the facility manager, design team, and contractor to facilitate development of the plan prior to completion of the final design. The UMP will include all the components as outlined in the *ASHRAE Commissioning Guidelines*.

## G. Commissioning Plan

The CxA will develop a commissioning plan that encompasses the design, construction, occupancy and operations phases. In the design phase, the CxA will develop the initial commissioning plan, including the following: A project-specific description of equipment to be commissioned.

- A description of the roles of the CxA team, including the responsibilities of the Owner, A/E, contractors, and CxA
- Sample prototypical pre-functional checklists (PFCs) for each piece of equipment in the commissioning scope.
- Sample Prototypical Functional Performance Tests (FPTs) that define acceptable results of the tests to be performed.

## F. Commissioning Process and Plan During Construction and Acceptance Phases

- Commissioning meetings- The CxA will coordinate and direct the commissioning activities in conjunction with the contractor and/or construction manager in a logical, sequential, and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules, and technical expertise. Meetings will be held as necessary to coordinate the commissioning process. At minimum, the CxA will conduct "milestone meetings" at the beginning of each phase of commissioning, including the following:
  - Shop drawing submission.
  - Equipment installation
  - Creation of pre-functional checklists
  - Equipment start-up
  - Functional performance testing
  - Submission of operating and maintenance manuals (O&M's)
  - Owner training
  - Multiple Seasonal testing
  - One-year warranty testing
- Project meetings- The CxA will review the minutes of the regular project meetings and attend selected project meetings as needed to resolve issues and concerns and coordinate the commissioning process.

G. Construction Phase Commissioning Plan- The CxA will revise the commissioning plan developed during design, including scope and schedule, as necessary.

- The CxA will prepare project-specific pre-functional checklists (PFCs) for each piece of equipment in the commissioning scope and include these in the commissioning plan. Generic PFCs or equipment start-up checklists are not acceptable.
- Prepare project-specific Functional Performance Test (FPT) procedures that define acceptable results of the tests to be performed and include these in the commissioning plan. Generic FPTs are not acceptable.

## H. Shop Drawings

- The CxA will review contractor submittals applicable to systems being commissioned to ensure compliance with the commissioning plan, commissioning specifications, and OPR. The CxA also reviews these documents with facility O&M personnel. The CxA will forward comments and concerns in writing to the design team and the Owners' Representative. Reviews must be concurrent with A/E reviews, must be conducted in a timely manner, and must not affect the construction schedule of the contractor.
- O&M manuals- The CxA shall review the manuals to ensure proper content and format.
- Start-up plan- The CxA will review the start-up plan to ensure operational parameters outlined in the OPR will be met. The review will include start-up training procedures for maintenance personnel who will be operating the equipment after occupancy.
- HVAC control system programming- The CxA will review the programs before implementation and again after implementation to ensure proper performance of the HVAC system.
- Training program- The CxA will review training procedures for all equipment included in the commissioning plan to ensure an appropriate transition to operational sustainability by maintenance personnel. These training procedures should be specific to the unique parameters the O&M staff will need to manage to ensure the equipment performs at the desired efficiencies outlined in the OPR. These training procedures are in addition to standard training in systems operation normally associated with turnover/takeover activities at the end of a project.
- TAB report-The CxA will review the testing, adjusting, and balancing (TAB) report prepared by the contractor and prepare a written response. The CxA will also spot-check a representative sample of airflow and water flow readings as documented in the TAB report.
- Record drawings- The CxA will review the record drawings with O&M personnel and identify known discrepancies between these documents and as-installed conditions. The CxA will forward a list of these discrepancies to the Owner's Representative, contractor, and design team for incorporation into the record documents.

## I. Scheduling

- The CxA will coordinate the commissioning tasks with the general contractor (GC) and Owner's Representative to ensure that commissioning activities are included in their master schedule. The CxA will develop a testing plan for all equipment, systems, and integrated systems.

#### J. O&M staff construction site tours

- The CxA will lead facility O&M personnel on regular tours of the construction site, discussing the equipment, systems, OPR, BOD, scheduled maintenance requirements, sequences of operation, and so on. The CxA shall maintain a list of O&M staff comments and concerns and works with project team to respond to these.

#### K. Pre-Functional Checklist

- The CxA will execute the PFCs in phases (e.g., inspection of equipment installation, piping rough-in, electrical rough-in, controls rough-in, feeder and load side termination for electrical systems, etc.) as the work progresses. The purpose of this process is to document that installation occurs per the contract documents as the work is installed rather than waiting until all installation is complete. Document resolution of deficiencies on subsequent site visits. All elements of equipment and system installation and all PFCs must be complete prior to functional testing.

#### L. Equipment and Systems Start-Up

- The CxA reviews equipment start-up procedures, witnesses the start-up of critical systems, and reviews the completed start-up documentation.

#### M. Functional Performance Tests

- The CxA will direct execution of the functional performance tests by the responsible subcontractors. The FPTs are conducted at design full load, part load, and emergency conditions. The tests proceed from tests of simple systems to tests of complex systems to tests of integrated systems. The CxA invites O&M personnel to attend and witness testing. The CxA documents FPT results and recommends systems for acceptance.
  - Facilitate pressure testing-Per ASHRAE *Commissioning Guidelines* requirements, pressure testing will be conducted on offices, public areas, restrooms, conference rooms, and any other rooms as identified by the project team.
  - Fire and smoke damper testing-The CxA will verify that all dampers have been tested per the ASHRAE *Commissioning Guidelines* and provide a report (as defined in those guidelines) that lists, at a minimum, each damper number, damper location, date of inspection, and damper inspection results.
  - The CxA will functionally test O&M dashboards and document the accuracy of the data they report.
  - The CxA will document that specified trends are implemented and operational as required by the commissioning specifications.



## N. Site Visits

- The CxA will perform site visits, as necessary, to observe component and system installations.
  - Maintain a master issues log and separate testing record. The log will include a definition of each issue, the date it was identified, a proposed corrective plan, the responsible party, the date of anticipated resolution, and its status.
  - Provide the Owner and Owner's Representative with written progress reports and test results with recommended actions.

## O. Training

- The CxA will monitor scheduling and execution of the training process to ensure it is conducted as specified and as planned in the training program. The CxA will also monitor recordings made of the training process to ensure their quality is acceptable according to specifications.
  - The CxA will develop testing method to assess the O&M *staff's* knowledge.

## P. Final Commissioning Report and Systems Manual

- The CxA shall use electronic system to meet the requirements of Citycounty Insurance Services. The CxA will complete the commissioning report and a systems manual for turnover/ takeover at the completion of the construction phase. These documents will conform to the requirements of the *ASHRAE Commissioning Guidelines* and any additional Owner's requirements.

## Q. Commissioning During the Occupancy and Operation Phases

- Maintenance program-The CxA will facilitate development of the facility's Preventive Maintenance Program. The scope of the CxA's involvement in the development and implementation of the maintenance management program will be as recommended in the *ASHRAE Commissioning Guidelines*.
- Testing-Coordinate required two seasonal or deferred testing and deficiency corrections and provide final testing documentation for the commissioning record and O&M manuals.
- Post-occupancy visits-The CxA will return to the site 10 months into the 12-month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended documents to address continuing problems-The CxA will assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

R. Lessons learned meeting.

- The CxA will accomplish a meeting with the Owner, contractors, designers, operators, and occupants one year after occupancy to identify lessons learned.

**II. WHAT THE COMMISSIONING AGENT IS NOT RESPONSIBLE FOR?**

- The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the architect/engineer and the general contractor.

## SECTION 3.0 – CONTACTS AND QUESTIONS

### CIS Contact Person

**Amanda Larson**  
**Cumming Group on behalf of CIS**  
Email: [amanda.larson@cumming-group.com](mailto:amanda.larson@cumming-group.com)

Cumming Group will be managing the RFP submission process on CIS' behalf.

### Oral Communications

Any oral communication by CIS' Contact Person or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, a proposer or selected firm(s).

### Written Questions

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but are required no later than **5:00 p.m. (PT) on September 16th, 2024**. Questions must be in writing and may be e mailed to the Contact Person above. Neither Cumming Group nor CIS are obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

## SECTION 4.0 – INSTRUCTIONS FOR SUBMITTING A PROPOSAL

### General

Proposals must be received by **5:00 p.m. (PT) on September 23rd, 2024**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. Neither Cumming Group nor CIS will be responsible for, or accept as a valid excuse, any delay in the method of delivery used by the Proposer except when established that Cumming Group or CIS is the sole cause of the late receipt.

### Method of Submittal

The proposal must be submitted in electronic form in an email to the Contact Person above.

### Changes to RFP

If it is necessary to make material changes to the RFP, Cumming Group will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website ([www.cisoregon.org/About/RFS](http://www.cisoregon.org/About/RFS)). Recipients of record are those parties to whom Cumming Group directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire Owner and Cumming Group to any addenda issued. This may also be done by checking CIS' website prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

### Exceptions / Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in a separate element of the submitted proposal under the heading "Exceptions and Deviations".

### Disposition of Proposals

All materials submitted in response to this RFP become the property of CIS, except for information identified by a proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding proposals or a subsequent contract.

### Written Agreement

The proposer awarded the contract through this RFP shall be required to enter into a written agreement with CIS, governing the provision of professional services to CIS. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in "**Section 5.0 – CIS Contract Considerations**" of this RFP document and any terms or conditions added by addendum.

## **SECTION 5.0 – CIS CONTRACT CONSIDERATIONS**

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas that respondents to CIS RFPs, should be aware of while considering and preparing responses.

### **A. MANDATORY PROVISIONS:**

1. **Indemnity Provision.** There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

**Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.**

2. **Independent Contractor Status.** The following shall be included in CIS contracts:

**Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.**

3. **Governing Law and Venue.** CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

**This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.**

4. Insurance. Except under special circumstances, and with the approval and consent of CIS's Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this Contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. Workers' Compensation insurance in compliance with ORS Chapter 656 if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, or reduction of limits without 30 days' prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

#### **B. OTHER CONTRACT CONSIDERATIONS:**

1. Limitations on Liability and Warranties. Responses to RFP's should include a description of any limitations on liability to either CIS or purported third party liability limitations contractor would propose to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
  - a. This Contract may be terminated at any time by mutual written consent of the Parties.
  - b. CIS may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' written notice to Contractor. In the event of such a termination,

CIS agrees to pay Contractor the fees and expenses incurred prior to such termination, if deemed reasonable.

- c. CIS may terminate this Contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.
  - d. Contractor may terminate this Contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this Contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.
3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.