



**Request for Proposals (RFP)**

**Commissioning Services**

**Project:**

27J Schools Middle School #6

5870 E 152nd Ave

Thornton, CO 80602

**Issued by:**

School District 27J

1850 Egbert St., Suite 140

Brighton, CO 80601



**Subject:** Middle School #6 RFP for Commissioning Services

**Enclosures:** (1) Vendor Acknowledgement  
(2) Instruction to Proposers  
(3) Scope of Proposal  
(4) Pricing Template  
(5) Project Schedule  
(6) Project Drawings and Specification  
(7) Consultant Agreement and General Conditions

**To:** All prospective proposers:

School District 27J and its Owner's Representative, Anser Advisory are pleased to issue this Request for Proposal (RFQ/P) to provide commissioning services for the 27J Schools Middle School #6 project.

The proposed middle school facility will provide a new school in the west part of the district for students in grades 6-8. The school will be built using the prototype model that the district used for Stuart, Prairie View, and Quist middle schools. The prototype school includes a two-story classroom wing featuring state-of-the-art technology, administration area, gymnasium, cafeteria, media center, athletic fields and more.

**Critical Dates:**

**1) RFP Issue Date:** April 5, 2024

**2) Questions Due Date:** April 17, 2024 at 2:00 PM, MST. Responses to emailed questions will be provided in writing to all prospective proposers. Local Time. All questions are to be emailed to Leslie Baca at [lbaca@sd27j.net](mailto:lbaca@sd27j.net).

**3) Proposal Due Date:** Proposals must be sent or delivered as directed in this solicitation and received on or before, **April 30, 2024 at 2:00 MST**, Local Time. Proposals received after this time will not be considered and individual extensions to the due date will not be granted. The District will only accept an e-mail response to this Request for Proposal. You are responsible to address the email to [lbaca@sd27j.net](mailto:lbaca@sd27j.net).

**4) Proposal Expiration date:** Proposers must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than ninety (90) days from the proposal due date as indicated herein.

NOTE: THERE WILL NOT BE A BID OPENING ON THE PROJECT.



**VENDOR ACKNOWLEDGEMENT**

**Purpose:** The purpose of this RFP is to provide School District 27J commissioning services for the Middle School #6 project.

**Date:** April 5, 2024

**Proposal title:** Middle School #6 Commissioning Services

**Proposals will be received until:** April 30, 2024 at 2:00 PM

**For additional information please contact:** Leslie Baca Construction Specialist  
lbaca@sd27j.net

**Documents included in this package:**

- (1) Vendor Acknowledgement
- (2) Bid Instructions
- (3) Scope of Proposal
- (4) Pricing Template
- (5) Project Schedule
- (6) Project Drawings and Specification
- (7) Consultant Agreement and General Conditions

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Vendor, (2) he/she has read all terms and conditions, technical specifications and all other Contract Documents which were made available in conjunction with this Solicitation and fully understands and accepts them, (3) that the offer is being submitted on behalf of the Vendor in accordance with any terms and conditions set forth in this document, and (4) that the Vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) calendar days following the date of submission.

**VENDOR PRINT OR TYPE YOUR INFORMATION**

**(Include this form in your proposal)**

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



## **BID INSTRUCTIONS**

### **1) TERMS/DEFINITIONS:**

The term (“District”, or “Owner”) throughout this Request for Proposal refers to School District 27J. The term (“Bidder”, “Contractor”, or “Vendor”) hereby refers to the company that submits a proposal in response to this Solicitation. The term (“Bid”, or “Offer”) is a written response to provide Goods and/or Services in response to this Solicitation. (“Closing”) is hereby defined as the specified date and time, or the deadline for bid submission.

### **2) CONTENTS OF OFFER:**

- a) General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:
  - (1) Vendors shall make all investigations necessary to thoroughly inform themselves regarding the project. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
  - ii) Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the District policy and procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
  - iii) Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.
  - iv) All Offers and other materials submitted in response to this Solicitation shall become the property of School District 27J.
  - v) Open Records. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S., and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and

save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

b) Clarification and Modifications in Terms and Conditions

- i) If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District's specified contact person. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District in accordance with the Solicitation Schedule.

**3) Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Construction Services Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Construction Services Department.**

- 4) The District shall issue a written addendum for substantial changes which impact the technical submission of Offers. Such addenda shall be e-mailed to all Vendors that have notified the District of their intent to bid on this project. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern over all Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

a) Prices Contained in Offer

- i) The District is exempt from paying taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.
- ii) The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

- b) Qualification of Vendor. Vendor shall be prepared, if so requested by 27J, to present evidence of his experience, qualifications and financial ability to carry out the Contract Documents.

5) **SOLICITATION:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

a) Solicitation Schedule:

Distribute Request for Proposal	April 5, 2024
Deadline for Submitting Questions	April 17, 2024 at 2:00 PM, MST
Proposal Due Date Deadline	April 30, 2024 at 2:00 PM, MST

## 6) PREPARATION AND SUBMISSION OF OFFER

a) Preparation

- i) All Offers will refer to and contain the information requested in the Scope of Work/Specifications document (included) as well as follow the format as described therein.
- ii) Offers must contain, a signature of an authorized agent of the Vendor in the space provided on the Vendor Acknowledgement. **The original Vendor Acknowledgement of this Solicitation must be included in all Offers.**
- iii) The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

b) Proposal Requirements

- i) All proposals must contain the following information:
- ii) Vendor Acknowledgement Form
- iii) A summary of the important characteristics of your firm/team that demonstrate the firm/team meets all of the minimum qualifications as listed previously in this document, including a description of the firm stating the size, locations, nature of the work performed by the firm, number of years in existence, (1 page maximum)
- iv) Past Experience: District will consider past experience for projects of similar size and complexity, as well as work with the District on past projects (1 page maximum)
- v) The names of the key personnel who will participate primarily in this project. (1 page maximum)
- vi) Relevant Projects. (1 page maximum)

c) Submission

- i) Please furnish one (1) digital PDF copy of your entire proposal via email.
- ii) Unless otherwise specified, when a pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.

7) **AWARD OF CONTRACT.** The District shall award a contract to a Vendor through the issuance of an Intent to Award. All of the documents included and/or referred to in this Solicitation (the "Contract Documents") are collectively an integral part of the agreement between the School District 27J and the successful Vendor. Accordingly, all Vendors must be thoroughly familiar with these documents and the terms and conditions governing the project. Upon issuance of a Notice of Award, the Vendor must execute, in substantially the same form, the Contract Documents.

- 8) **CONTRACTUAL OBLIGATIONS.** The terms and conditions for the design services requested for in this RFQP are contained in the Contract Documents, including, but not limited to, the Agreement.
  
- 9) **EVALUATION CRITERIA.** An committee composed of representatives selected by District will perform the evaluation of proposals. The committee shall evaluate statements of qualifications, performance data, and technical proposals submitted by the Vendor and may conduct interviews based upon evaluation factors listed in the proposal requirements. Proposals will be evaluated and scored by the committee based primarily on qualifications, compliance with scope of work, timeline and dates, and cost. The highest scoring vendor will be awarded the project.
  
- 10) **NEGOTIATIONS.** The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record



## **SCOPE OF PROPOSAL**

### **1.1 SCOPE OF SERVICES**

At this time, the Client now seeks proposals from qualified commissioning firms for services related to the commissioning of the building's mechanical, electrical, low volt, and specialty systems, and equipment to verify and document that the performance of these systems meets the design intent and the Client's requirements for functionality and performance.

The commissioning agent shall establish, document, and verify the Client's design intent criteria for system function, performance, and maintainability. Included in this scope of work is the verification and documentation of compliance to this design criteria throughout construction, start-up, and the first 12 months of building occupancy and full system operation. In addition to these requirements, operation and maintenance manuals and submittals will be reviewed by the commissioning agent and the commissioning agent shall assist the installing contractors in training the Client's maintenance staff on system operation and maintenance to ensure the building continues to operate as intended. The commissioning agent shall be responsible for providing commissioning services during the following project phases: design, construction, training, and warranty. This scope of service will be coordinated with the work of the architect, CM/GC, and the subcontractors selected for this project throughout all phases of the project. The commissioning agent will be contractually obligated to the Client and will become an integral part of the Project Team.

### **1.2 SCOPE OF SERVICES**

The awarded firm will serve as the Commissioning Agent (CxA) on behalf of the Client to ensure that the design and Project intent is achieved for the systems to be commissioned. The Commissioning Agent will report directly to the district and the owner's representative. The commissioning services included in fundamental commissioning span the time period starting from the date that a consultant agreement is executed through twelve (12) months after occupancy. The Fundamental Commissioning requirements are outlined, as follows:

Systems to be commissioned:

1. Central building automation system (BAS)
2. All equipment in the HVAC system; HVAC mechanical systems (including, but not limited to, building automation system, exhaust fans, pumps, AHUs, VAV boxes, central heating and



- cooling plants, boilers, test, adjust and balance verification, HVAC controls / TAB validation, miscellaneous HVAC equipment (unit heaters, fans, etc.), energy recovery ventilation units)
3. Lighting control systems (including occupancy sensors, daylight sensors, central lighting control systems, daylight interaction)
  4. Scheduled or occupancy sensor lighting controls
  5. Daylight dimming controls
  6. Refrigeration systems
  7. Emergency generators and automatic transfer switching
  8. Uninterruptible power supply systems
  9. Life safety systems (fire alarm, egress pressurization, fire protection)
  10. Electrical systems
  11. Plumbing systems
  12. CTE specific systems (fume hoods, exhaust systems, dust collectors, compressed air systems, etc)
  13. Low voltage systems (paging, surveillance, access controls, audio visual)
  14. The awarded firm will provide Fundamental Building Systems Commissioning, as well as some additional items listed below:

**1) Commissioning Planning/Design**

- a) Develop and implement a project-specific commissioning plan that includes the Commissioning Program Overview, Commissioning Team, and Description of Commissioning Process Activities that shall include the following, at a minimum:
  - i) Lead one commissioning kickoff meeting with the design team per project. CxA will conduct meeting, provide meeting minutes, and update the Cx Plan and distribute to the Commissioning Team. The Design Phase Commissioning Kick-off Meeting shall take place prior to design document review.
  - ii) Lead one commissioning kickoff meeting with the construction team per project. CxA will conduct meeting, provide meeting minutes, and update the Cx Plan and distribute to the Commissioning Team. The Commissioning Kick-off Meeting shall take place prior to submittal review.
- b) Provide design document reviews and a back-check of the reviews for each property needing Cx services. The CxA shall coordinate the appropriate milestones for Cx design reviews with the Owner and Design Team, and shall update the Cx Plan accordingly. Each Cx Design Review shall be followed-up with a meeting to review the Cx comments and design team responses. Following this meeting, the CxA shall update the design review log and distribute. The design review comments shall be relevant to the design stage and focused on the successful implementation of the Owner's Project Requirements. The CxA shall also consider operational cost impacts (energy and maintenance) of the design, and features that will increase commissioning success – both under this CxA contract and future continuous commissioning efforts. It is anticipated that the reviews will be at 100% DD and mid-construction documents (i.e. 50% CDs) and a back-check towards the end of design, but comments shall be issued prior to 100% CDs and allow the design team adequate time for document modification.
- c) Develop Pre-functional Tests and checklists for use by the contractor. Prepare checklists for every individual piece of equipment.

- d) Develop Functional Tests (FT), customized for building systems and equipment. Submit draft FT to the Owner's Representative for review.
- e) Commissioning Specifications – complete commissioning specification in architect's format for inclusion in construction documents.
- f) The CxA shall lead an Owner's Project Requirements meeting with the Owner to define and develop the Owner's Project Requirements (OPR). The CxA shall be responsible for updating and maintaining the OPR document as the project evolves.
- g) Develop and incorporate commissioning requirements into the Contract Documents. This shall include providing and editing project-specific Commissioning Specifications for Division 1, 22, 23, 26, and 27.
- h) During design, coordinate any Contract Document requirements necessary for trend storage, remote access and analysis tools required for occupancy phase trend analysis.
  - i) Provide a list of required building automation system trends and coordinate implementation with the Temperature Controls Contractor.
- i) The CxA shall conduct a temperature controls review meeting with the design engineer and the Owner's O&M staff. This meeting shall focus on sequence optimization, and thoroughness and clarity of set points, alarms, and modes of operation.
- j) The CxA shall conduct a lighting controls review meeting with the design engineer and the Owner's O&M staff. This meeting shall focus on thoroughness and clarity of the lighting intent and operation, i.e. set points, time-outs, and schedules.
- k) Review pre-TAB reports of renovation spaces

## 2) **Construction Phase**

- a) Conduct a contractor's commissioning (Cx) kickoff meeting to clarify roles and responsibilities of all team members. Update and issue commissioning schedule, and document the results.
- b) Conduct a review of contractor submittals concurrent with the A/E reviews for systems to be commissioned, with special focus on controls.
- c) Verify proper installation and startup of systems to be commissioned. Track issues to resolution.
- d) Regular onsite observations during construction. Conduct a commissioning meeting with the contractors concurrent with each site visit. Expectation will be to observe site weekly when HVAC systems are actively being installed. Provide documentation from these visits.
  - i) Provide pre-functional checklists and monitor startup and initial checkout. The CxA shall then document that the checklists and startup were completed per the approved plans. Witness selected equipment startups and pre-functional tests. Track issues to resolution. Web-based software used for this purpose is preferred.

## 3) **Functional Testing**

- a) Conduct a walkthrough of the completed building prior to functional testing to determine if systems are fully operational. Summarize status of readiness and document.
- b) Perform onsite functional testing of equipment and systems to verify intended performance. Contractors to assist in tests performed by the Commissioning Agent. Contractor performed functional testing will not be accepted. Sampling rates shall be 100% for all equipment.
- c) The functional testing performed by the CxA shall include operating the system and components through each of the written sequences of operation, including heating and cooling modes as well as

other identified operational variances. Functional testing shall be done using conventional manual methods, control system trend logs and read-outs, or stand-alone data-loggers, to provide a high level of confidence in the functioning of the system, as deemed appropriate by the CxA and the owner.

- i) Ventilation: The CxA shall check the physical operation of air-handling units, energy-recovery units, unit ventilators, fan-coil units, rooftop units, exhaust fans, and any other related equipment to ensure that they operate properly and that all air dampers are properly positioned for all sequences. The CxA shall review the Balancing Report to check that fresh air is delivered in accordance with the design criteria and applicable codes.
  - ii) Mechanical Rooms: The CxA shall check that all equipment operates in accordance with the design criteria, including proper lead/lag operation of pumps, settings of operating limits, outdoor reset schedules, proper domestic hot water production, and performance of any other equipment.
  - iii) Heating Coils and Terminal Units: The CxA shall check proper operation of all coils, radiation, control valves, and terminal units.
  - iv) Cooling Units: The CxA shall check for proper operation of all cooling equipment, including operating limits and safety settings.
  - v) Analyze duct leakage and piping pressure tests by reviewing completed reports, and/or by direct observation. Document deficiencies for corrective action.
  - vi) Analyze air and water systems balancing by spot testing, by reviewing completed reports, and/or by direct site observation. Review and analyze actual versus design airflows/water flows for terminal boxes and HVAC devices based on design documents and the contractor's test and balance reports. Document deficiencies and corrective action.
  - vii) Analyze any verification trend logs and monitoring data to verify performance. Document deficiencies for corrective action.
  - viii) Direct, witness, and approve manual verification test performed by installing sub-contractors, including the Mechanical Contractor, and the temperature control vendor(s). Coordinate retesting as necessary until satisfactory performance is achieved. Conduct regular Cx meetings with contractors, Owner and design team as applicable. Review functional testing results and direct re-testing, following resolution of issues. Keep meeting minutes and track issues.
- d) Conduct regular Cx meetings with contractors, Owner and design team as applicable. Review functional testing results and direct re-testing, following resolution of issues. Keep meeting minutes and track issues.
  - e) Provide ongoing documentation of the commissioning process, including letters, Project Communication Reports and an Issues Log to track issues and document resolution. Track issues to resolution. Web-based software used for this purpose is preferred.
  - f) Work closely with the Owner and Owner's Representative to ensure that the Owner's needs are being met and that all information is provided in a format that works for the Owner.
- 4) **Enhanced Commissioning (in addition to the above and below sections)**
- a) Develop a systems manual including a Table of Contents that provides future operating staff the information needed to understand and optimally operate the commissioned systems.

- i) Develop and prepare a preventative maintenance program and a recommended continuous Cx program/process as part of the systems manual.
- b) Contractor deliverables shall be discussed in the design phase and requirements for submission shall be integrated into the Contract Documents. Verify that O&M manuals are appropriately developed and submitted in a timely manner.
- c) Verify that the requirements for system level training of operating personnel and building occupants are completed including the design intent, theory of system operation, function of individual components in the system, and intersystem functional operations.
- d) Check that warranty documents are prepared by Contractors and turned over to Owner at the end of construction.
- e) Verify that the Contractor has a formal reporting procedure for recording and responding to problems during warranty.
- f) The CxA shall verify the completeness and thoroughness of the Operation and Maintenance Training, as executed by the Contractors. This shall include:
  - i) Review and comment on the Instruction Program (i.e. Training agendas, objectives and schedules).
  - ii) Verify that attendance is recorded and evaluations of the training are completed.
  - iii) Verify that training materials are organized and turned over to the Owner in a timely manner.
- g) Complete quarterly building trend reviews at 180 days, 270 days and 330 days in to the building warranty period. Each trend analysis is to confirm proper operation and identification of areas for optimization. Include a meeting (in person or via conference call at each quarter to review findings and plan corrective actions.

**5) Contact Close-out**

- a) Review contractor's test and balance report and provide written comments.
- b) Review contractor's O&M submittal and provide written comments.
- c) Develop and prepare documentation of preventative maintenance program. To be provided to Owner by substantial completion of the Project
- d) Verify that the maintenance staff and building occupants receive proper training from the contractor. CxA will attend contractor ran training on all equipment that was commissioned.

**6) Final Commissioning Report**

- a) Provide a Final Commissioning Report to Owner's Representative and Client to document the entire commissioning process.

**7) Warranty and Seasonal Testing**

- a) Visit site and perform any seasonal testing needed to verify performance of either heating or cooling equipment not tested at end of construction phase.

**8) Summary of Deliverables throughout Project**

- a) Develop the Owner's Project Requirements and update as the design evolves
- b) Written review of the Basis of Design
- c) Commissioning Specifications (to be inserted into Sections 1, 22, 23, 26, and 27)
- d) Commissioning Plan

- e) Provide written design review comments (Written review comments shall be maintained by the CxA on a continually updated log)
- f) Equipment submittal comments (as related to commissioning issues only)
- g) Installation Verification Checklists
- h) Written comments on installation inspections\*
- i) Executed Functional Performance Test procedures
- j) Written comments on verification of Functional Performance Testing results\*
- k) Corrective action reporting for deficiencies found in verification testing\*
- l) Systems training manual
- m) Preventative maintenance program
- n) Final Commissioning report

\*Item status shall be tracked in a running Cx log that is updated in real-time and accessible by all team members via the internet. Separate site visit reports are not required

9) **Building Envelope Commissioning – ALTERNATE # 1**

- a) Review on Contract Drawings and generate report of deficiencies for review of the owner, contractor and architect.
- b) Review of building envelope related submittals.
- c) Attendance to building envelope kick-off meeting and building envelope coordination meetings.
- d) In person site visits for in-place mockup, periodic site observations and final walks.
- e) Create reports and track progress of work in place.
- f) Include water testing the following:
  - i) Mock up: 2 tests (one for storefront and one for curtainwall systems)
  - ii) Main Building: 5 Test (two for storefront, two for curtainwall and 1 for translucent wall system)





**CONSULTANT AGREEMENT & GENERAL CONDITIONS**

<https://anseradvisory.egnyte.com/dl/87xaFjXXk>

**PROJECT SCHEDULE**

<https://anseradvisory.egnyte.com/dl/5LNBoK2KZp>

**PROJECT DRAWINGS AND SPECIFICATIONS**

<https://anseradvisory.egnyte.com/fl/LdSK4kgbZK>