

NORTH KINGSTOWN SCHOOL DEPARTMENT

**Commissioning Agent Consulting Services
RFP #2021-13
Request For Proposals**



Proposals due by 1 pm on Tuesday, December 29, 2020, and to be opened virtually at 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, office of Chief Operating Officer. Due to COVID-19 health and safety considerations, the bid opening will be witnessed by NKSD staff only. Bidders will be notified via e-mail and bid summary results will be posted at https://www.nksd.net/apps/pages/index.jsp?uREC_ID=796094&type=d&pREC_ID=1187039

Mary C. King, CPA, MBA, SFO, Chief Operating Officer
North Kingstown School Department
100 Romano Vineyard Way, Suite 120
North Kingstown, RI 02852

**NORTH KINGSTOWN SCHOOL DEPARTMENT
100 ROMANO VINEYARD WAY, SUITE 120, NORTH KINGSTOWN, RI 02852
401.268.6410**

ADVERTISEMENT FOR PROPOSALS

The North Kingstown School Department will receive sealed proposals for the following:

COMMISSIONING AGENT CONSULTING SERVICES RFP #2021-13

General proposals shall be received and opened at the office of the Chief Operating Officer, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, 02852, on Tuesday, December 29, 2020, no later than 1 PM, for the **COMMISSIONING AGENT CONSULTING SERVICES RFP #2021-13**.

Proposals received after the stipulated time shall not be accepted.

All proposals must be submitted in sealed envelopes marked "**COMMISSIONING AGENT CONSULTING SERVICES RFP #2021-13**", **Due Tuesday, December 29, 2020, at 1 pm**. The envelope should be addressed to the North Kingstown School Department, Chief Operating Officer, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI 02852. Proposals will be opened virtually at 100 Romano Vineyard Way, Suite 120, North Kingstown, RI, office of Chief Operating Officer. Due to COVID-19 health and safety considerations, the bid opening will be witnessed by NKSD staff only. Bidders will be notified via e-mail and bid summary results will be posted at https://www.nksd.net/apps/pages/index.jsp?uREC_ID=796094&type=d&pREC_ID=1187039.

If mailing proposal in envelopes provided by UPS, Federal Express, etc, your sealed and properly marked proposal must be contained in the mailer.

Proposals must be prepared in conformity with and shall be based upon and submitted to all requirements of the specifications together with the addenda thereto. Failure to comply with these requisites may result in the proposal being misdirected, opened in error prior to official opening, and possible rejection of said proposal.

All prices indicated in the proposal shall be non-erasable. Any changes must be initialed by the official submitting and signing the proposal. Prices should be written in words and figures. In the event of a discrepancy, the written price shall prevail. Proposal determined to be made in collusion with any other bidder shall be disqualified from consideration for award.

No proposals may be withdrawn for a period of ninety (90) calendar days subsequent to the date of the proposal opening.

The North Kingstown School Department reserves the right to waive any informality and to reject any and all proposals.

**REQUEST FOR PROPOSAL
NORTH KINGSTOWN SCHOOL DEPARTMENT
Commissioning Agent Consulting Services
Districtwide Construction Projects (list of anticipated project attached)**

The North Kingstown School Department, hereafter known as “the District”, is requesting proposals from qualified consulting firms to conduct Commissioning Agent Consulting Services for Districtwide construction projects estimated at \$974K (see attached project list).

GENERAL SCOPE OF WORK:

The Rhode Island Department of Education (RIDE) School Construction Regulations require that all school construction projects procure the services of an independent engineering Commissioning Agent for applicable projects. Commissioning is the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to perform in conformity with the design intent of a project. The Commissioning Agent must be independent, and be procured separately from the construction contract. The Commissioning Agent will be responsible for the enforcement of the regulations for the project during the design, construction, and operational acceptance process. During schematic design and design development, the Commissioning Agent will be responsible for enforcement of the regulations for the project during the design, construction and operational acceptance process. During schematic design and development, the Commissioning Agent will verify that all standards have been met through meetings with the design team and review of plans submitted by the design team. The Commissioning Agent will continue to monitor compliance with these regulations through the development of construction documents and through the construction process to ensure that all building systems, mechanical and lighting equipment and specifications are in compliance with regulations, included in and consistent with all plans, construction documents and cost estimates.

This Request for Proposals is to solicit responses that are aligned with the School Construction Regulations so that services may be obtained in a timely fashion for specific projects of work.

In general, the services required of the Commissioning Agent include, but are not limited to:

SCOPE OF WORK:

The Commissioning Agent must:

- Bring the owner’s needs and project requirements to the forefront at each phase of the project to ensure that the finished project will meet expectations;
- Improve the building’s overall performance by optimizing energy-efficient design features and directly addressing issues like equipment performance testing and system integration; and
- Verify that building staff members are well-trained and possess the documentation they need to operate and maintain the building’s systems and equipment after turnover.

In general, applicants must have excellent written and oral communications skills; the ability to interact effectively with a wide variety of constituencies; and American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards and Northeast Collaborative for High Performance Schools (NECHPS) protocol knowledge. Respondents must also be able to cope with a high degree of variety of work, manage complex and demanding activities, meet agreed-upon timelines, and work independently.

PROPOSAL:

Technical Proposal:

Narrative and format: The proposal should address specifically each of the following elements:

- **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in projects, including their experience in the field of School Construction and Project Management. Include any past experience in Rhode Island K-12 construction.
- **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience as a Commissioning Agent, including specific experience with K-12 School Construction. Include any past experiences in Rhode Island and any familiarity or knowledge of the RIDE School Construction Regulations. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
- **Work Plan** - Please describe in detail, the framework within which requested Commissioning Agent consulting services will be performed. Provide an understanding of the School Construction process in Rhode Island.
- **Approach/Methodology** – Define the methodology to be used to ensure that all project mechanical systems are installed and are operating in accordance with the Designers Construction Documents (plans & Specifications).

Cost Proposal:

Estimated project construction cost based on construction conducted in 2021 is anticipated to be approximately \$970K (see attached project list).

Certain out of pocket expenses paid by the Commissioning Agent such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings. Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

Non-Reimbursable Items: The Owner shall not reimburse the Commissioning Agent or its subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

The Commissioning Agent shall not be entitled to compensation under this Article for the services of subconsultants hired to perform Basic Services.

Provide hourly rates in addition to total project proposal for all Commissioning Agent services on the attached Budget Forms.

EVALUATION AND SELECTION:

Proposals shall be reviewed by a Committee formulated by the District.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The District reserves the right to select the vendor(s) or firm(s) ("vendor") that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	20 Points
Work Plan	20 Points
Approach Proposed	20 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points

*Cost Proposal Evaluation: The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available point for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

QUESTIONS:

Questions about this RFP may be directed to Mary C. King (401) 268-6410 (telephone) mary_king@nksd.net (email) no later than Friday, December 18, 2020, at 2 pm. All information given by the District except by written addenda shall be informal and shall not be binding upon the District nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the District.

PROPOSAL CONTENTS:

All proposers must use the attached proposal cover letter, information sheet and must include all required attachments. All such information shall become public record upon the proposal due date.

RFP CALENDAR:

1. **Week of November 30, 2020:** The Chief Operating Officer advertises and distributes the Request for Proposal to all interested firms.
2. **December 29, 2020:** Proposals due by 1 pm. Proposals must be signed by an authorized member of the consulting firm, and the name, address, and telephone number of a representative qualified to answer questions during the review process, must be included.

Three (3) copies of the proposal must be submitted to:

HAND DELIVERY

Chief Operating Officer
North Kingstown School Department
100 Romano Vineyard Way, Ste 120
North Kingstown, RI 02852

U.S. POSTAL SERVICE MAIL

Chief Operating Officer
North Kingstown School Department
100 Romano Vineyard Way, Ste 120
North Kingstown, RI 02852

Proposals or amendments to proposals received later than the time and date specified will not be considered. No proposal may be withdrawn within 90 days after the submission due date.

3. The District reserves the right to reject any and all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request further clarification.
4. It is anticipated that the award of the contract will be made on or before January 13, 2021. Work shall be scheduled to commence no later than January 18, 2021.

COMPENSATION:

Compensation for services shall be on a monthly basis with proper invoices submitted to the District for processing. Payments will be made via ACH. W-9 and banking instructions required for processing.

TERMINATION OF CONTRACT:

Following implementation, should the Chief Operating Officer find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the District as being in the best interest of the North Kingstown School Department. In the event of termination of this contract as a result of breach by the contractor, the District shall not be liable for any fees and may, as its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

PERIOD OF PERFORMANCE:

The period of performance for this project shall be the contract effective date plus not more than ninety (90) days from the date subject to extension only by mutual agreement.

EVALUATION TEAM:

The key personnel assigned to this evaluation are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the consultant and the District.

INDEMNIFICATION AND INSURANCE:

The consultant selected shall indemnify and save the District harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on District property, in carrying out and completing the full scope of services under this agreement.

The consultant shall meet the insurance and indemnification requirements as prescribed in the attached Insurance Exhibit - Professional Contracts.

COLLUSION:

Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the District enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the District may cancel said contract without incurring liability, penalty, or damages.

FREEDOM OF INFORMATION:

The District will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the District and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

PROPOSAL FORMAT:

For the sake of consistency and ease of review, each proposal must adhere to the following format:

- Section A: The attached cover letter format, including name, address and telephone number of firm and name and number of legal representative.
- Section B: Evidence of similar experience and three (3) references from client companies that received these services.
- Section C: Outline of the firm's project management approach.
- Section D: Evidence, including resumes, that the firm's staff and the staff participating in the project are experienced in construction projects of this nature.

COMMISSIONING AGENT CONSULTING SERVICES COVER LETTER

Mary C. King, CPA, MBA, SFO
Chief Operating Officer
North Kingstown School Department
100 Romano Vineyard Way, Suite 120
North Kingstown, RI 02852

Dear Ms. King:

We have read and understand the Request for Proposal, and certify that we have adequate personnel, experience and expertise to fulfill the specified requirements. We further understand that:

1. Our proposal will be judged on the eligibility criteria listed in RFP XX.
2. We must comply with the insurance provisions outlined in the Insurance Exhibit.
3. All information included in, attached to, or required by the Request for Proposal shall be public record upon the designated proposal due date.

As requested, we have attached the following:

1. Evidence of similar experience; references from client companies.
2. Staff resumes and supporting information.
3. An outline of the firm's proposed approach.
4. Our proposed cost.

Submitted by:

Company

Authorized Signature

Title

Date

Telephone

Email

COMMISSIONING AGENT CONSULTING SERVICES REQUEST FOR PROPOSAL INFORMATION SHEET

Please complete the information below as concisely as possible, if possible within 2-3 sentences.

If you wish to provide additional information, please attach and reference location of additional information.

General Information	
Legal Name	
Street Address	
City / State / Zip	
Telephone / Fax	
E-Mail Address	
Primary Contact Name	
Contact Information	
Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.	Signature Title
Description and Scope of Services	

Cost	
1. For each major task, identify the: a. Personnel who will be responsible b. Total hourly rate for add-on services, if applicable c. Total, not-to-exceed amount for the task.	
2. Identify any enhancements you propose making to the contract that do not increase the cost.	
References 1. Please submit the names of three public agency references, preferably where similar services have been provided, of comparable size to the District and in Rhode Island. References should identify the type of services that were provided, the contact person, title, current phone number, size of employer and length of time for which services have been provided.	

INSURANCE EXHIBIT — PROFESSIONAL CONTRACTS

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "North Kingstown School Department" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District and Chief Operating Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

Minimum Insurance Coverage Required

1. Broad form comprehensive general liability, occurrence form.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability, occurrence form.
4. Professional liability, occurrence form preferred. If issued on claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following the completion.

Minimum Limits of Insurance

1. Comprehensive general liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability: limits of \$1,000,000 per occurrence.
4. Professional liability: limits of \$1,000,000 combined single limit.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the North Kingstown School Department. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Notice of Cancellation or Non-Renewal

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Comprehensive General Liability Coverage's:
 - a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain to no special limitations on the scope of protection afforded to the District.
 - b. The contractor's insurance coverage shall be the primary insurance with respect to the North Kingstown School Department. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect Coverage's provided to the North Kingstown School Department.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The insurer shall agree to waive all rights of subrogation against the District for losses arising from the work performed by the contractor for the District.

Acceptability of Insurers

1. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the North Kingstown School Department and the Chief Operating Officer.

Verification of Coverage

The contractor shall furnish the District with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.