



Steamboat Lighting RFP

REQUEST FOR PROPOSAL # L-204510-002
LIGHTING RETROFIT - LABOR ONLY
NOVEMBER 12TH, 2020

FOR THE
LIFE OF
YOUR
BUILDING

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SEND PROPOSAL & OTHER RELATED CORRESPONDENCE TO:

CHRISTIAN DRECHSEL – LIGHTING PROJECT DIRECTOR

Phone: 720.252.8918

Email: christiand@mckinstry.com

AND

SCOTT HAERBIG – DIRECTOR OF LIGHTING SOLUTIONS

Phone: 720.201.9473

Email: Scott.Haerbig@mckinstry.com

RFP Issue Date: November 12th, 2020

RFP Schedule

Project notification and NDA release:	11/12/2020
NDA agreement due back:	11/13/2020 (5:00PM MST)
RFP issue date:	11/16/2020 (9:00AM MST)
Conference Call – MS Teams presentation on pricing:	11/17/2020 (11:00AM MST)
Written Question Submission Deadline:	11/19/2020 (5:00PM MST)
Questions Answered:	11/20/2020 (5:00PM MST)
Due Date of Proposal:	12/3/2020 (5:00PM MST)
Anticipated RFP Review and Selection by:	January 2021

Anticipated Project Schedule

Construction Contract Execution:	Q2 2021
Installation projection	Q2/Q3 2021 start

Acknowledgement



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The undersigned represents it has read and understands the RFP documents, scope of work and all conditions affecting the work of the project. The undersigned understands and will perform all work associated with this project within all applicable laws, ordinances, rules, codes and regulations that may affect cost, and scheduling progress or performance of the work. The undersigned accordingly submits the following Lighting Labor Only proposal.

Proposal

The undersigned proposes to furnish all labor, miscellaneous material, equipment, touch-up, training, supervision and services necessary to complete the labor only scope of work as defined below and agrees to the McKinstry Subcontract Terms and Conditions and its referenced exhibits, as well as the McKinstry Specifications below. Sample McKinstry Subcontract is attached in this RFP Package. Please review for further Terms & Conditions.

Executive Project Summary/Overview

McKinstry has been contracted by Steamboat (Owner) to perform an Investment Grade Audit (IGA) at the facilities listed below, with the intent of developing an Energy Performance Contracting Project. The IGA for all lighting systems (interior and exterior) has been completed. The project has been designed per Steamboat guidelines and we are looking for a labor only partner. McKinstry will be procuring the material selected for this project.

The intent of this RFP is to secure partnership with a qualified firm who can provide the below criteria. We look forward to working with our selected subcontractor on this project, and we thank you in advance for your time and efforts.

The following facilities (including & exterior fixtures) will be included in the scope of this project:

FIM Name	Building	Address	SQFT
Craig Wastewater Treatment Plant - INTERIOR	Craig Wastewater Treatment Plant - INTERIOR	2300 W 1st St, Craig, CO 81625	33,983
Craig Wastewater Treatment Plant - EXTERIOR	Craig Wastewater Treatment Plant - EXTERIOR	2300 W 1st St, Craig, CO 81625	
Craig Water Treatment Plant - INTERIOR	Craig Water Treatment Plant - INTERIOR	111 Ranney St, Craig, CO 81625	10,092
Craig Water Treatment Plant - EXTERIOR	Craig Water Treatment Plant - EXTERIOR	111 Ranney St, Craig, CO 81625	
Hayden School Redevelopment Site - INTERIOR	Hayden School Redevelopment Site - INTERIOR	495 West Jefferson Ave, Hayden, CO 81639	54,954
Hayden School Redevelopment Site - EXTERIOR	Hayden School Redevelopment Site - EXTERIOR	495 West Jefferson Ave, Hayden, CO 81639	
Yampa Old Town Hall/Emergency Services Building - INTERIOR	Yampa Old Town Hall/Emergency Services Building - INTERIOR	56 Lincoln Street, Yampa, CO 80483	3,000
Yampa Old Town Hall/Emergency Services Building - EXTERIOR	Yampa Old Town Hall/Emergency Services Building - EXTERIOR	56 Lincoln Street, Yampa, CO 80483	
			102,029

Please refer to attachments F & G for more detailed building and site information.

General Conditions:



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Subcontractor to provide pricing based on McKinstry's designed line by line in Attachment E and all requested subcontractor general conditions.

McKinstry shall be responsible for material procurement, scope accuracy, and fixtures missed in the line by line.

Subcontractor shall be responsible for installation of McKinstry's designed scope of work.

McKinstry Furnishes:

McKinstry will procure and supply all new light fixtures, occupancy and photo sensors, reflector kits, power packs, lamps, drivers, and ballasts. McKinstry will conduct material handoff and signoff prior to installation start date.

McKinstry will provide onsite site superintendent(s) for project oversight, scheduling, and project support.

McKinstry will perform rebate pre and post applications.

McKinstry will provide final as-builts, O&M manuals, and all close out documentation to the client.

Subcontractor Furnishes:

Subcontractor will provide all labor, site supervision, lifts, ladders, scaffold & access equipment to complete the lighting retrofit and occupancy sensor installation. Subcontractor will replace only broken or damaged existing sockets/tombstones and/or those broken during install. Lenses will not be replaced unless scope noted or broken during installation.

Subcontractor will perform M&V 80/20 requirements, testing, and analysis as noted in pricing attachment E. Include pre/post kW readings, light meter readings, and pictures.

Subcontractor will supply on site storage container(s) for materials and recyclables as close as practical or permitted to the primary job site.

Subcontractor to handle and be responsible for all material including material deliveries with signoff. Will require transporting material to each area from the centralized storage location.

Subcontractor to handle and be responsible for all material post material handoff and signoff. Will require transporting material to each area from the centralized storage location.

Subcontractor will provide all daily housekeeping activities, trash disposal including trash containers and pickups, etc. Will require transporting trash and old recyclables from areas to centralized storage location and/or off site.

Subcontractor will supply all miscellaneous materials including all wire, low voltage wire for sensors, wire nuts, power disconnects, junction boxes, gripple & safety chains for High bay & low bay applications, conduit, ties, fasteners, hangers, cleaning supplies, grid wire for new fixtures, and any other miscellaneous hanging/mounting hardware except as identified in the Scope of Work.

Subcontractor will furnish labor to package old recyclable materials daily, or as needed.

Subcontractor will supply recycling containers (lamp boxes & gaylords/drums for ballasts) and pick up service for old lamps, ballast, capacitors, transformers, etc. In addition, certificate of recycling will need to be provided for these items.

Subcontractor will furnish a Project Manager and/or working Crew Lead, and on site working Licensed Electrician to lead their installation crew. Designated subcontractor's PM will be responsible for updating line by lines during

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installation, holding safety meetings, daily reports, reporting all changes and submitting all documentation required to the McKinstry team.

Subcontractor will adhere to proper PPE, Lock out tag out policies, COVID policies, and site specific safety plan requirements while on the jobsite.

If required, Subcontractor will be responsible for cost and task of pulling building permits.

Subcontractor will be responsible for obtaining a payment and performance bond. Include this cost in your bid.

Proposal Evaluation Criteria

McKinstry will evaluate proposals based on the following: (Please provide written responses to the questions, where appropriate)

- 1. Qualifications / Expertise** – Describe what sets your firm apart from the competition. Describe how your firm’s experience and expertise apply to the types of facilities included in the project scope.
- 2. Project Management Approach** - Describe your firm’s approach to project management and on-site construction. Describe whether your firm uses your own crews for implementing measures or if you hire subcontractors either nationally, regionally, or locally. Indicate how many crews and crew size your firm intends to use. In your approach, please provide an example of your company’s site specific safety plan with environmental conditions included (COVID-19).

SAFETY AND HEALTH PERFORMANCE

COVID: All contractors will need to provide a COVID Safety Plan. The plan must meet the CDC guidelines and any State and Federal Orders that apply. It must address physical distancing, decontamination, Personal protective equipment and monitoring and isolation.

- 3. Project Team** – Identify the individuals who will be responsible for the installation of the proposed project scope. Specifically include the names of the management team (PM and Crew lead) and number of installers that will be used. Include management team individuals detailing the following:
 - a. Name / Title
 - b. Intended Role and Responsibilities
 - c. Relevant Qualifications / Experience
 - d. Base Office Location (City / State)
- 4. Project Schedule** – Provide an installation schedule by building/area showing each sites duration and crew size. Subcontractor will be held to the provided schedule duration. Please include details of how many crews, crew size, and approach to complete in your time frame. Assume all work will need to occur after normal work hours.
- 5. Pricing** – To include all items listed in subcontractor furnishes section above. Prevailing wage and certified payroll is required on this project. Pricing to be submitted using Attachment E. On Attachment E, please also provide pricing if project becomes non prevailing wage.
- 6. Experience with McKinstry** – List any past projects completed with McKinstry. Include details such as: original project cost, final project cost, and construction duration.

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- 7. The Ability to Comply with Colorado Labor Requirements** – – As defined in Colorado Revised Statute Title 8 Article 17 (C.R.S. §8-17-101). You must clearly indicate in your proposal how you intend to comply with this requirement. Failure to provide a response to this section will be equivalent to a NO BID and your firm will not be considered for this project.

C.R.S. §8-17-101 - Colorado labor shall be employed on public works

Whenever any public works project financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform at least eighty percent of the work. The governmental body financing a public works project shall waive the eighty percent requirement if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the project and if compliance with this article would create an undue burden that would substantially prevent a project from proceeding to completion. A governmental body that allows a waiver pursuant to this subsection (1) shall post notice of the waiver and a justification for the waiver on its web site. A governmental body shall not impose contractual damages on a contractor for a delay in work due to the waiver process.

http://tornado.state.co.us/gov_dir/leg_dir/olls/sl2013a/sl_266.htm

- 8. Licensing** - McKinstry is obligated to fulfill the client EPC contract obligation: "Contractor shall use Subcontractors who are qualified and licensed in the State of Colorado to perform the work so subcontracted pursuant to the terms hereof." Therefore, McKinstry EPC subcontract shall and can only be awarded directly to licensed Subcontractors. Obtaining the necessary valid Colorado and Denver license(s) upon award of the Subcontract is necessary and Subcontractor shall provide necessary costs for obtaining licenses required.
- a. **Failure to Obtain Service Trade License:** Your firm shall be required to obtain the necessary valid Colorado and/or Denver license(s) to do the installation within 90 days or prior to issuing of the installation subcontract whichever is more stringent. Failure to do so will be considered a breach of the RFP bidding requirements.
- 9. References** – Provide (3) references that can provide information on your firm relating to projects with similar size and scope of work, which is requested in Attachment A.

10. Questionnaire / All Other Sections of RFP / Completeness of Proposal

The evaluation may include a phone interview where your firm will be asked questions related to your proposal. If such phone interview is required, it will be scheduled at a mutually agreeable time.

McKinstry reserves the right to run a business credit check, contact your business insurance provider, or other necessary investigations, at our expense, on any firm responding to this RFP. McKinstry also reserves the right not to select a firm for this work for any reason.

All responding firms will be notified after a selection has been made. If your firm is selected to perform the lighting installation, a kickoff meeting will be scheduled with McKinstry to determine the start date and any site-specific requirements.

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CONSTRUCTION

If your firm is contracted to install any amount of work you will be expected to adhere to the following standard scope requirements:

STANDARD SCOPE REQUIREMENTS

1. SUBCONTRACTOR will furnish and install the scopes of work in accordance with all current federal, state and local codes, publications and standards including, but not limited to IBC 2012, ANSI, NFPA, NEC, and OSHA.
2. SUBCONTRACTOR will provide the appropriate supervision in both the field and office to maintain and execute the work according to the Request for Proposal, construction schedule, and contract documents.
3. SUBCONTRACTOR will furnish all labor, supervision, material, equipment, tools, hoisting, scaffolding, freight, unloading, traffic control, taxes, parking, material and labor escalation, overhead, clean-up, trash removal and other miscellaneous costs in order to provide a complete and working system.
4. SUBCONTRACTOR to provide all necessary costs for inspections, permits, licenses, plan checks, connection fees, etc. for the Subcontractor's scope of work as required by authority having jurisdiction.
5. SUBCONTRACTOR shall remove and properly dispose of waste generated by this scope of work on a daily basis.
6. SUBCONTRACTOR is responsible of the disposal of non-ACM hazardous materials per state and federal regulations and requirements.
7. If SUBCONTRACTOR disturbs an area that is suspected to be asbestos, SUBCONTRACTOR shall seal off the area, post hazard signs for the area, and contact McKinstry immediately.
8. SUBCONTRACTOR shall provide, install and maintain all material and equipment for temporary protection of existing facilities and surrounding work. Protected surfaces include, but are not limited to roofing, ceilings, walls, floors, doors, windows, landscaping, sidewalks, finishes and pavement. Floor coverings not scheduled for removal will be protected with a minimum of ½" plywood or similar hard board with taped seams.
9. SUBCONTRACTOR is responsible for any patching, painting, and repair of existing surfaces damaged by SUBCONTRACTOR'S work.
10. SUBCONTRACTOR shall notify McKinstry of any expected damage to the existing conditions due to this scope of work. Given such knowledge of potential damage, if McKinstry does not direct work to proceed, SUBCONTRACTOR shall be responsible for any damage to the existing conditions. If McKinstry is not alerted of such potential damage and SUBCONTRACTOR damages existing conditions, SUBCONTRACTOR shall be responsible for this damage to the existing conditions.
11. SUBCONTRACTOR to provide all necessary penetrations as required for a complete working system. SUBCONTRACTOR to provide all waterproofing, caulking, damp proofing, etc. for penetrations created to complete the work including all roof penetrations and repair.
12. SUBCONTRACTOR to provide and install all necessary framing, hangars, inserts, racking, suspension systems, backing/blocking, bracing, sleeves, fasteners, caulking, fire caulking for a complete system.

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13. The SUBCONTRACTOR is responsible for maintaining fire ratings at all penetrations required for this scope of work. SUBCONTRACTOR is to provide all sleeves, caulking, fire seals, firesafing, firestopping, fire caulking, penetration seals, flashing, escutcheon plates and assemblies, or other material for penetrations for this scope. All materials shall be installed in a manner that meets the material Manufacturer's recommendation. All penetrations in designated assemblies are to be U.L. rated to meet applicable codes. Sealing of penetrations shall be in accordance with local codes and must meet sound attenuation requirements as well as aesthetic requirements.
14. SUBCONTRACTOR is responsible for field verification of materials and all field measurements prior to installation or submittal of shop drawings.
15. SUBCONTRACTOR shall coordinate and verify equipment and device locations with McKinstry prior to rough-in.
16. SUBCONTRACTOR acknowledges that McKinstry has employed other contractors to work on the project.
17. SUBCONTRACTOR will coordinate with other contractors so the work can proceed in an orderly, productive, and continuous operation. Due to the nature of the work, multiple move-ins may be required and SUBCONTRACTOR shall include these in the cost of work.
18. SUBCONTRACTOR shall be responsible for delivering, unloading, and storing all material required for the scope of work covered under this Agreement.
19. SUBCONTRACTOR shall coordinate all equipment and material deliveries, storage and installation with the McKinstry Superintendent.
20. SUBCONTRACTOR shall furnish all hoisting facilities for SUBCONTRACTOR's material, equipment, and personnel. Provide all vertical and horizontal movement of materials, including forklift, crane (as qualified), lifts, scaffolding, etc. as required for unloading, transport and distribution for work under this scope.
21. This SUBCONTRACTOR is solely responsible for the security of his materials and equipment throughout the life of the project, including loss from damage, theft, or vandalism.
22. SUBCONTRACTOR to provide temporary lighting, task lighting, and weather protection as necessary to complete the work.
23. SUBCONTRACTOR must provide all locates (public and private) necessary for areas that will be impacted by their scope of work.
24. SUBCONTRACTOR must provide daily signed logs for all employees on site indicating the trade work and hours performed by individual employees.
25. SUBCONTRACTOR is responsible for all traffic control as required for work under this scope.
26. SUBCONTRACTOR shall take all necessary measures to prevent tracking of mud onto surrounding streets and driveways. Any major cleaning as a direct result of this scope of work is the responsibility of the SUBCONTRACTOR.
27. The installed equipment will be commissioned by McKinstry. SUBCONTRACTOR must provide on-site commissioning support to make adjustments identified by commissioning agent. If SUBCONTRACTOR does not have personnel capable of making adjustments then SUBCONTRACTOR shall make factory trained persons available to McKinstry.

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28. SUBCONTRACTOR must provide two (2) hard copies and two (2) electronic copies of their IOM manuals that include product cut sheets of each unique piece of equipment. Included in the IOM manuals must be details on product warranties and procedures for warranty claims. Warranty must be a minimum of one year for all installed equipment and labor beginning on the date of substantial completion. Warranty shall include all labor and materials to execute warranty work.
29. SUBCONTRACTOR shall provide preventative maintenance checklists for each FIM or scope of work. Checklists shall clearly provide preventative maintenance actions and the frequency that these actions are to be conducted. Checklists must consolidate information into a single reference and shall be included in addition to the Operation and Maintenance Manuals that are delivered at project completion.
30. Basis of Design
 - a. SUBCONTRACTOR acknowledges that the project includes materials and equipment specifically identified within the RFP, drawings, specifications and/or contract scope narrative. Specifically identified materials and equipment shall be considered the Basis of Design, and as such are required without substitution to meet the performance and operational requirements of the project.
31. SUBCONTRACTOR must submit Certificate of Insurance to subinsurance@mckinstry.com.
32. Standard payment terms are NET 60.
33. SUBCONTRACTOR shall not order any materials without McKinstry submittal review.

BACKGROUND CHECKS & BADGING

Prior to beginning any work, subcontractor may be required to have all personnel who will be working on-site perform background checks and to obtain badges. It should be noted that the process could take up to 2-weeks.

ADDITIONAL WASTE DISPOSAL REQUIREMENTS

During construction, the lighting subcontractor shall provide detailed and itemized materials disposal manifests to McKinstry for waste tracking. Subcontractor shall adhere to all guidelines established by the Federal Government on the disposal of any wastes generated by their work. This includes but is not limited to Resource Conservation and Recovery Act (RCRA) Universal Waste Rule (UWR) and Subtitle C hazardous waste regulations.

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PROJECT CLOSEOUT & WARRANTY

If subcontractor is selected to install lighting controls, fixture upgrades or replacements, subcontractor will be expected to assist McKinstry commissioning team members in commissioning the complete scope of work. Subcontractor duties will include but not be limited to the following:

- Setting foot-candle setpoints for daylight harvesting and low/high-end trimming.
- Ensuring that occupancy controls installed by lighting subcontractor are properly wired to and control occupancy.
- Programming dimming settings for any fixtures equipment with integral occupancy based dimming controls.
- Setting time delays and sensitivity for occupancy controls.
- Provide line by lines with all scope install confirmations and changes.
- Perform site walks with McKinstry to verify installation.
- Provide recycling certificates and shipping manifests.
- Removal of all subcontractor equipment, storage, and trash containers.
- Provide 1 year workmanship warranty on labor installation.

Insurance Requirements

The bidder acknowledges all insurance requirements attached to this RFP.

Bond Requirements

Provide Performance and Payment Bond (%) based on total Subcontractor contract value.

Performance and Payment Bond _____ %

Acknowledgement

Subcontractor acknowledges compliance with the following items by providing initials next to each one:

General: The undersigned represents it has read and understands the RFP documents, scope of work and all conditions affecting the work of the project. The undersigned understands and will perform all work associated with this project within all applicable laws, ordinances, rules, codes and regulations that may affect cost, and scheduling progress or performance of the work. The undersigned accordingly submits the following Lighting Labor Only proposal.

Attachments: Subcontractor acknowledges Receipt of Attachments named "A through H " and are hereby understood, acknowledged and included in Subcontractor's proposal and base price.

Subcontract Sample Attachment: Subcontractor acknowledges specifically reviewing the McKinstry Sample Subcontract to see if the Respondent would like to take any exceptions. Any requested exceptions shall be noted and provided with the RFP response. Exceptions to the subcontract provided after the RFP response may not be considered.

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THE PRICE FOR THE WORK IS TO BE HELD FOR A PERIOD OF 90 DAYS FROM THE DATE SUBMITTED TO MCKINSTRY.

Signature & Acknowledgment of Bidding Subcontractor

Legal Name of Bidder

Street Address

By (signature)

City State Zip

Title

Telephone

Date



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Attachment A: Construction Prequalification Application

Included in RFP Packet

Attachment B: Questionnaire

Included in RFP Packet

Attachment C: Changes in Scope-Work

Included in RFP Packet

Attachment D: McKinstry Sample Subcontract

Included in RFP Packet. Contains sample McKinstry Subcontracting Agreement that would be issued to the selected subcontractor. Please review in advance of submitting RFP response.

Attachment E: Steamboat Lighting RFP Pricing sheet

Included in RFP Packet

Attachment F: Building List

Included in RFP Packet

Attachment G: Steamboat Site Maps

Included in RFP Packet

Attachment H: McKinstry Concrete Imaging Policy

Included in RFP Packet