

King County Metro NRV Charging Station Upgrade

PREPARED BY MARIA JOHNSON PROJECT ENGINEER OCTOBER 2021

Request for Proposal – Charging Station Upgrade

McKinstry #203758-005

Request for Proposal

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Request for Proposal

1. PROPOSAL GUIDELINES

You are invited to submit your proposal and lump sum price proposal to provide materials, labor, tools, rentals, supervision and other services required to accomplish the scope of work for the following project.

Proposals must be emailed in one single PDF document to McKinstry Essention, LLC. Please do NOT submit binders, folders, or any additional information other than the required Attachments list in this document.

To align with Metro's goals for Equity and Social Justice (ESJ) McKinstry is encouraging small and disadvantaged business enterprise companies to bid on this project. Increasing both the breadth and depth of qualified labor in the State of Washington is important to McKinstry in all that we do. We actively seek out minority-owned, womenowned, small, and veteran-owned business enterprises to support our ESPC work and encourage participation from these firms on this project.

PROJECT

NAME: King County Metro NRV Charging Station Upgrade NORTH, EAST, CENTRAL

RFP JOBWALK - MONDAY NOVEMBER 8, 2021

*PLEASE WEAR A FACE COVERING AND HIGH-VIZ VEST ON THE JOBWALK

Site	Address	Start Time	Stop Time
East Base	1975 124TH AVE NE, BELLEVUE, WA 98005	8:30 AM	9:00 AM
North Base	2160 N 163RD ST, SHORELINE, WA 98133	9:45 AM	10:15 AM
Central Base Operations Building	1500 6 [™] AVE S, SEATTLE, WA	11:00 AM	11:30 AM
Central Base North Garage	1233 6 TH AVE S, SEATTLE, WA	11:30 AM	12:00 PM
Central Base NRV	1523 AIRPORT WAY S, SEATTLE, WA	12:00 PM	12:30 PM

PROPOSALS ADDRESSED AND SUBMITTED ELECTRONICALLY TO:

Brandon Kennedy Project Manager Phone: 631.294.8980 brandonken@mckinstry.com

Maria Johnson Project Engineer Phone: 719.661.7241 mariajo@mckinstry.com

Lisa Steel Project Manager Department of Enterprise Services lisa.steel@des.wa.gov





DOCUMENT: RFP

Date: 10/27/2021

Thursday 11/11/21, by 3:00pm for McKinstry subcontractors.

PROPOSAL TO BE RECEIVED BY:

Friday 11/12/21, by 3:00pm for non-McKinstry subcontractors.

Proposals submitted after the due date and time may not be considered.

SUMMARY OF REQUIRED DEVLIERABLES FOR BIDS TO BE CONSIDERED VALID

- 1. Completed "Bid Form Acknowledgement" letter.
- 2. Completed bid form
- 3. Scope of Work letter on bidder's letterhead with narrative of scope along with inclusions, exclusions and clarifications. One letter is acceptable, but it will need to break-down the scope by building.
- 4. Completed Safety Prequalification Form. If this has been submitted to McKinstry in the last year, it is not required for this RFP. If this prequal form has not been sent to McKinstry in the past 12 months, please include with bid package.

Addendums will be issued throughout the RFP process.

During the proposal process, all communication regarding this proposal should be directed to the undersigned. No communication shall be made with King County Metro or the project design team personnel, unless in the case of an emergency.

McKinstry will award contracts after receipt of associated contract modifications are received from King County Metro. Contract award will be based on, completeness of bid, ability to meet the construction schedule and assessment of best value to the owner.

2. ANTICIPATED SCHEDULE

The following are approximate dates for this project. Be advised that McKinstry Essention, LLC. reserves the right to modify this schedule to accommodate the Owner's operational usage. Final schedule is to be mutually agreed upon between McKinstry Essention, LLC., Owner, and the selected Subcontractor.

RFP SCHEDULE:

RFP issue date: October 27, 2021
Walk-through: November 8, 2021
Due Date for last questions: November 8, 2021

Due Date of Proposal: November 11, 2021 (McKinstry Bidder) and November 12, 2021 (All Others)

Bidder's Notification: December 6, 2021

ANTICIPATED PROJECT SCHEDULE:

Anticipated Project Commencement: Schedule provided with RFP Anticipated Project Completion: Schedule provided with RFP

Please submit estimated construction duration of scope of work (# weeks).

3. PROJECT SUMMARY & OVERVIEW

McKinstry has been contracted by the King County Metro to design, install, commission, and monitor electric vehicle (EV) charting installations financed through an energy services performance contract (ESPC) administered by the State of Washington. McKinstry is soliciting proposals from a qualified contractor/vendor who can complete the scope of work detailed herein.



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Project Specific Notes - Please Read

 Due to the extended permit review timeline expected, the East Base project will not mobilize until approximately late May, 2022 (refer to schedule in the RFP). Bidders should take this staggered construction schedule and duration into account in their proposals.

- 2. McKinstry Essention will be applying for the electrical permits for each project site, and then assigning the approved permit to the electrical subcontractor for closeout.
- 3. King County Metro is procuring the EV charging stations. Electrical subcontractor shall be responsible for receiving and installing these EV charging stations.
- 4. McKinstry is accepting individual bids by building.

We look forward to working with each of our selected contractors/vendors on this project, and we thank you in advance for your time and efforts.

4. SCOPE OF WORK

4.1. GENERAL

- 1) Supplemental Documentation: The following documents support this Scope of Work and shall be considered part of the SUBCONTRACTOR's requirements. Where discrepancies exist among referenced documents, the more stringent shall apply.
 - a) Owner's Construction Design Guidelines and Specifications
 - b) Codes
 - The following resource list identifies the Building Codes adopted by King County Metro as amended by the State of Washington Building Code Council (SBCC).
 - (1) 2018 International Building Code
 - (2) 2018 International Fire Code
 - (3) 2018 International Existing Building Code
 - (4) 2018 International Property Maintenance Code
 - (5) 2018 ICC Performance Code
 - (6) 2018 Washington State Energy Code
 - (a) Commercial
 - (7) WA State Amendments to ICC Codes as applicable

Electrical permits are administered by multiple jurisdictions The edition of the National Electrical Code in effect is that which is currently adopted by the State.

- c) Reference Drawings and Documentation
 - i) North, Central and East Bases Structural, Electrical, and Civil Permit Sets dated 08-31-21
 - ii) Project Specifications
 - iii) Hazardous Materials Survey
 - iv) McKinstry COVID-19 Policies
 - v) McKinstry Job Hazard Analysis (JHA) Forms
 - vi) Project Schedule

2) Basis of Design:

- a) SUBCONTRACTOR acknowledges that the project includes materials and equipment specifically identified within the RFP Dated 10/27/21 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.
- b) SUBCONTRACTOR may submit to McKinstry, prior to the proposal due date listed in the RFP Dated 10/27/21, a substitution request for material and equipment alternatives to the Basis of Design.
 - i) Substitution requests must provide at a minimum the manufacturer, model, performance specifications, and the change in overall bid price compared to the Basis of Design.

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- ii) Substitution requests shall in no way relieve the SUBCONTRACTOR from its responsibility to provide the Basis of Design materials and equipment.
- iii) At its sole discretion, McKinstry shall evaluate substitution requests. If a Substitution Request is granted, McKinstry shall then notify all bidders of the approved alternate.
- iv) SUBCONTRACTOR shall be responsible for all changes to supporting systems resulting from acceptance to substitutions.
- 3) Definitions:
 - a) Furnish Purchase and bring to the site equipment, materials, etc.
 - b) Install Position and fasten equipment, materials, etc. furnished by others.
 - c) Provide Furnish and install equipment, materials, etc.
- 4) Acronyms:
 - a) IOM Installation & Operations Manual
 - b) MLPE Module Level Power Electronics
 - c) RSD Rapid Shutdown Device

4.2.MCKINSTRY DETAILED GENERAL CONDITIONS

McKinstry assumes responsibility for the following general conditions:

AHJ/Owner Requirements

- 1) Fees and coordination of Planning and Zoning approvals from Authority Having Jurisdiction (AHJ).
- Fees and coordination of all Building and Safety permitting approvals from Authority Having Jurisdiction (AHJ).
- 3) Fees and coordinate with utility for interconnection, incentives, inspections.
- 4) Coordinate facility shutdowns required by Utility or Owner.
- 5) Project signage required by Owner.

Materials:

- 1) For material being delivered to the jobsite, McKinstry will make best efforts to reasonably coordinate delivery of material to jobsite in partnership with Subcontractor.
- 2) Provide all hoisting facilities for material, equipment, and personnel under their contract scope. Includes providing 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.

Site Access

- 1) Work with Owner to coordinate site access, craning operations, site staging areas, permissible storage areas, permissible parking areas, and hours of operation with the Owner.
- All work to be conducted during normal working hours except craning and electrical shutdowns.
 SUBCONTRACTOR to assume craning and electrical shutdowns to be after hours.

Construction Requirements

1) McKinstry is responsible for notifying the Owner ten (10) business days in advance of the commencement of installation activities at the Site.



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4.3. SUBCONTRACTOR GENERAL CONDITIONS

SUBCONTRACTOR assumes responsibility for the following general conditions as part of their scope of services:

AHJ/Owner/Utility Requirements

- 1) SUBCONTRACTOR will furnish and install the scopes of work in accordance with all current federal, state, and local codes, publications, and standards relevant to this scope of work as outlined in SECTION 4.1.
- 2) SUBCONTRACTOR will furnish and install the scopes of work in accordance with all local electrical utility interconnection requirements as applicable.
- 3) 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.
- 4) SUBCONTRACTOR needs to respond to contractor request for inspection notice and be on site within 24 hours of notice.
- 5) SUBCONTRACTOR shall have all appropriate licenses to conduct work in the municipality, county, and state of project site locations.

Subcontractor Responsibility

- 1) The Davis Bacon Wage Rates and State of Washington Prevailing Wage Rate requirements apply to this project. It is the responsibility of the Subcontractor to verify the latest wage rates and classifications that apply to this project. An intent to pay prevailing wage is required to be submitted to McKinstry E&FS prior to the start of work. An affidavit of wages paid is required prior to final payment of subcontract. Davis Bacon interviews will be conducted by the Owner throughout the project duration.
- 2) Required apprenticeship utilization of no less than fifteen percent of total labor hours, per RCW 39.04.320 (1)(a).
- 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 and other miscellaneous costs to provide a complete and working system.
- 4) SUBCONTRACTOR shall coordinate deliveries of materials at least seven (7) days in advance.
- 5) SUBCONTRACTOR shall be responsible for delivering, unloading, moving, lifting, and assist in craning SUBCONTRACTOR procured material
- 6) SUBCONTRACTOR will assume responsibility for the McKinstry procured materials after their handoff.
 - a) Delivered to the <u>jobsite</u>: Ownership of the materials shall begin after McKinstry inspects the materials on the shipping vehicle. Once SUBCONTRACTOR assumes ownership of the equipment the SUBCONTRACTOR is responsible for securing (including fencing or Conex), storing, unloading, moving, lifting, and craning, as required to complete contracted scope of services.
- 7) SUBCONTRACTOR shall coordinate all equipment and material deliveries, storage and installation with the McKinstry Superintendent.
- 8) SUBCONTRACTOR shall provide crew flexibility and allow for a (3) day window for all material deliveries.
- 9) This SUBCONTRACTOR is solely responsible for the security of the materials and equipment for this scope of work throughout the life of the project, including loss from damage, theft, or vandalism.
- 10) All materials supplied by SUBCONTRACTOR will be new and in an unused condition.

Site Access

- 1) SUBCONTRACTOR should expect utility interconnection and facility shutdown to be during off peak hours and include accordingly in bid. SUBCONTRACTOR must provide written Method of Procedures for utility interconnection and facility shutdown at least (2) weeks in advance of the shut down for McKinstry and Owner's approval.
- 2) SUBCONTRACTOR shall coordinate any road closures or traffic control required to complete the scope.
 - 3) SUBCONTACTOR shall provide backup generator for facility during shutdown.

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Safety

1) SUBCONTRACTOR is responsible for safety of all direct and subcontract personnel performing work, and for the safety of their work and all others in the areas of the site being worked on.

- SUBCONTRACTOR shall meet all safety standards required by McKinstry, OSHA, applicable law, and shall create a site-specific safety plan for the Project.
- 3) SUBCONTRACTOR is responsible for providing temporary safety fall protection systems relevant to their scope of work.
- 4) In the event existing ladders and/or roof access does not meet current OSHA requirements, SUBCONTRACTOR shall provide ladders. Roof access plans shall be included in the Site-Specific Safety Plan provided and approved by McKinstry before mobilization.
- 5) 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. Awarded SUBCONTRACTOR will be provided ACM good faith survey/reports for each location upon request. SUBCONTRACTORS are not responsible for asbestos abatement work.
- 6) SUBCONTRACTOR is responsible for providing all temporary fencing, barricades, secured containers, and other forms of protection as required to protect personnel and general public from injury during construction.

Sanitation, Trash & Recycling

- 1) SUBCONTRACTOR will provide readily accessible sanitation facilities for contractor use during construction, including portable toilets.
- 2) SUBCONTRACTOR is responsible for providing any dumpsters necessary to complete the scope of work herein.
- SUBCONTRACTOR is responsible of the disposal of non-aluminum composite material (ACM) hazardous materials per state and federal regulations and requirements.

Licensing/Background Checks

- SUBCONTRACTOR shall have all appropriate licenses to conduct work in the municipality, county, and state of project sites.
- SUBCONTRACTOR is responsible for all expenses associated with client required badging and background checks for employees.

Project Management

- 1) SUBCONTRACTOR will provide the appropriate supervision in both the field and office to maintain and execute the work according to the above-mentioned Supplemental Documents.
- 2) SUBCONTRACTOR must provide daily signed logs for all employees on site indicating the trade work and hours performed by individual employees.
- 3) SUBCONTRACTOR must submit Certificate of Insurance to subinsurance@mckinstry.com.

Construction Requirements

- 1) SUBCONTRACTOR shall notify McKinstry immediately of any damage to the existing facilities found prior to mobilization.
- 2) 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.
- 3) SUBCONTRACTOR shall protect all existing finish work and roof surfaces from damage during mobilization, installation and demobilization. Subcontractor shall notify McKinstry immediately of any damage to the existing facilities and patch and repair any damage to existing facilities caused during mobilization and the installation of the project. All repairs must be as good, or in better than the condition at the time the damage occurred.



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 SUBCONTRACTOR is responsible for any patching, painting, and repair of existing surfaces damaged by SUBCONTRACTOR'S work.

- 5) 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.
- 6) SUBCONTRACTOR to provide and install all necessary framing, hangars, inserts, racking, suspension systems, backing/blocking, bracing, sleeves, fasteners, caulking, firecaulking for a complete system.
- 7) 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.
- 8) SUBCONTRACTOR is responsible for field verification of materials and all field measurements prior to installation or submittal of shop drawings. Field verification, as noted on the drawings, includes field measurements, general fitment and verifying substrate/surface is adequate before installation.
- 9) SUBCONTRACTOR shall coordinate and verify equipment and device locations with McKinstry prior to rough-in.
- 10) SUBCONTRACTOR to provide temporary lighting, task lighting, and weather protection as necessary to complete the work.
- 11) SUBCONTRACTOR shall provide any temporary utilities required for construction site, including backup power during facility shutdowns if necessary.
- 12) SUBCONTRACTOR must provide all locates (public and private) necessary for areas that will be impacted by their scope of work.
- 13) SUBCONTRACTOR is responsible for at their expense, repairing any damaged underground utilities or obstructions caused by excavating, trenching, or directional boring ground.
- 14) 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.
- 15) SUBCONTRACTOR to provide a site laydown plan for approval by McKinstry and the Owner no later than (2) weeks prior to mobilization.
- 16) For roof mounted systems, SUBCONTRACTOR shall secure any loose material with straps rather than ballast blocks. SUBCONTRACTOR shall include this in their Site-Specific Safety Plan and obtain McKinstry approval prior to mobilization.
- 17) For roof mounted systems, SUBCONTRACTOR to provide a temporary Roof Protection Plan for McKinstry approval prior to installation. Roof Protection Plan shall meet industry standard practice and include:
 - a) Place all pallet loads greater than 15psf on OSB boards with foam board underneath (or similar materials) that can spread the load without damaging the membrane/insulation below.
 - b) Protect areas that are considered high traffic (or frequently traveled) with OSB boards and/or walk mat material (weighted down when necessary to avoid wind uplift). OSB board should be used in any locations frequently traveled by hand carts. High traffic areas are walkways traveled more than 2-3 times a day.
 - Use hand carts with balloon wheels to spread the load while moving heavy equipment on the roof.
 Wheel load should not exceed 15 psi unless approved by McKinstry.
 - d) Any damage to the roof must be identified with a clear mark on the roof immediately after it occurs. Report the damage to the McKinstry Superintendent immediately.

Taxes

18) Tax exempt under the Washington State Department of Revenue sales tax exemption for electric vehicle charging stations.

Workmanship Warranty

1) SUBCONTRACTOR must provide a minimum 1-year workmanship warranty for all installed equipment and labor beginning on the date of substantial completion.



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Warranty shall include all labor and materials to execute warranty work. McKinstry will be responsible for equipment warranties on McKinstry procured materials. Subcontractor(s) shall provide a workmanship warranty for installing McKinstry procured materials. For example, if a warranty issue arises that is solely due to an equipment defect, McKinstry will be responsible for the labor and equipment costs associated with repair/replacement. Once the Subcontractor(s) take ownership of McKinstry procured equipment, if a warranty issue arises that is due to improper installation or improper handling, the subcontractor will be responsible for labor costs and any equipment repair/replacement costs that are directly related to improper installation or handling.

4.4.SUBCONTRACTOR DETAILED SCOPE OF WORK

4.4.1. OVERVIEW

Provide a bid proposal per contract documents and this RFP. Overall scope of work is to provide electrical infrastructure to support new electric vehicle (EV) charging stations for Metro's non-revenue vehicles (NRV), to help them improve their energy efficiency and decarbonize their vehicle fleet.

4.4.2. PROJECT SITE LIST

Site	Address
Central Base Operations Building	1500 6 [™] AVE S, SEATTLE, WA
Central Base North Garage	1233 6 [™] AVE S, SEATTLE, WA
Central Base NRV	1523 AIRPORT WAY S, SEATTLE, WA
North Base	2160 N 163RD ST, SHORELINE, WA 98133
East Base	1975 124TH AVE NE, BELLEVUE, WA 98005

4.4.3. CONTRACTING SERVICES - CONSTRUCTION

SUBCONTRACTOR will, without limitation, assemble, construct, and install with its own forces or with Subcontractors the following work:

- 1) SUBCONTRACTOR shall furnish all tools, equipment, transportation, and labor necessary to furnish the services herein described.
- SUBCONTRACTOR to complete site restoration and restore areas of disturbance to their original condition.
- 3) Subcontractors are expected to participate in at least one weekly construction meeting with the McKinstry superintendent through the completion of the installation work.
- 4) All employees are expected to act in an appropriate manner. No off-color remarks, swearing, or improper behavior will be tolerated. No tobacco use is allowed on the property including in vehicles. Subcontractors will need to adhere to King County's Respectful Worksite Policy.
- 5) SUBCONTRACTOR to coordinate with local electric utilities to ensure installation compliance.
- 6) SUBCONTRACTOR shall be responsible for relisting electrical gear, should the need arise.
- 7) Rates for change orders (additive and deductive) will be per RFP bid form response (attached).



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4.4.4. CLOSE OUT

- 1. Documentation of project completion is required before payment of the final invoice. Documentation will include, but is not limited to, the following:
 - a. Subcontractor and Vendor warranty letters and information
 - b. Subcontractor Letter of Completionc. O&M Manualsd. Red line as-built drawings

 - e. Post-construction test reports as required
 - f. Final & approved permits/inspection reports as applicable
 - g. List of spare parts and materials
 - h. Intent & Affidavits

4.4.5. PRICING BREAKOUT

SUBCONTRACTOR shall complete the bid form included with this RFP for the bid package(s) they are bidding.



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5. GENERAL PROJECT INFORMATION

5.1. BASIS OF SUBCONTRACTOR SELECTION

McKinstry Essention, LLC. expects to award this project to the best valued Respondent(s) ("Subcontractor(s)") based on the requirements in this solicitation. Please see Attachment H Bid Scoring Table for a complete bid scoring card example as to how bids will be evaluated.

The Respondent(s) selected for award will be the Respondent(s) whose proposal is responsive, responsible, and is the most advantageous to McKinstry Essention, LLC., as determined by the McKinstry Essention, LLC. in its sole discretion. The awarded Subcontractor is expected to complete this project without any delays or cost increases and meet the quality expectations of McKinstry Essention, LLC. McKinstry Essention, LLC. anticipates that all qualified Respondents will have a fair and reasonable opportunity to provide service.

McKinstry Essention, LLC. intends to award a contract, subject to the terms of this solicitation, to the best valued Respondent(s). McKinstry Essention, LLC. may choose to award portions of this project to one or more Subcontractors. McKinstry Essention, LLC. may add, delete, or modify any requirement or statement in this solicitation if McKinstry Essention, LLC. deems that it is in the best interest of McKinstry Essention, LLC. and the Owner.

All submittal contents become the property of McKinstry Essention, LLC. and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.

McKinstry Essention, LLC. reserves the right to clarify, or seek clarification, on any submittal (this includes, but is not limited to, contacting past clients to verify performance, interviewing key personnel, performing additional investigating on the respondent's performance history, and requiring additional documentation or information to respond to any performance findings).

5.2. QUESTIONS & INQUIRIES

Respondents who have questions about this Request for Proposal should e-mail such questions using the included "RFI Form" to the Contact listed above by the date noted in the tentative schedule of events found above. Responses to written questions which involve an interpretation or change to this Request will be issued in writing by addendum and forwarded to all parties recorded by McKinstry Essention, LLC. as having received a copy of this Request. All such addenda issued by McKinstry Essention, LLC. prior to the time that responses are received shall be considered part of the Response.

Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications, including those occurring at the pre-qualification meeting, site visits, tours, etc. will be without legal effect.

5.3. TERMS & CONDITIONS

The Respondents Proposal is a valid, firm, and irrevocable offer which McKinstry Essention, LLC. may accept within a minimum of 120 days from the Proposal's Due Date and Time as stated in the Schedule of Events listed above. The Proposal, if accepted, shall remain valid for the life of the contract.

The awarded Respondents are responsible to provide McKinstry Essention, LLC. a performance bond equal to or greater than the project contract and an insurance certificate in accordance with McKinstry Essention, LLC.'s current required limits of liability.



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Under no circumstances shall McKinstry Essention, LLC. be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a Respondents participation in this process.

Subcontractor will be selected based on Design Development drawings distributed at jobsite walkthru. Subcontractor will submit a proposal based on these drawings and all information, attachments, and exhibits contained in the RFP.

5.4. INSURANCE REQUIREMENTS

The bidder acknowledges the insurance requirements attached to this RFP. Costs to increase current insurance requirement shall be covered in the subcontractors bid.

5.5. SCHEDULE

The bidder acknowledges that it has reviewed the anticipated project dates outlined in the RFP and agrees that it will complete the work of this proposal based on the dates provided. The bidder is to provide a construction schedule which is manpower loaded with the proposal. The start date is subject to change based on the notice to proceed from the owner. If the start date changes, the substantial completion date will change accordingly and within the agreed upon timeline. No additional costs nor an increased duration time will be applied to the project due to start date changes. Please use Microsoft Project Software (or equivalent) for your schedule.

5.6 PAYMENT TERMS

McKinstry standard payment terms on all subcontracts are Net60 unless otherwise noted. Retainage will be held at 5% on all payments. Retainage will be paid out to all subs once the McKinstry receives our Final Completion for the project and have been paid our Retainage.



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6. ATTACHMENTS

6.1. ATTACHMENT A - BIDDING FORM



DOCUMENT: RFP

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6.2. ATTACHMENT B - DESIGN DRAWINGS AND SPECIFICATIONS



DOCUMENT: RFP

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6.3. ATTACHMENT C - MCKINSTRY SAMPLE SUBCONTRACT



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