



September 2, 2020

REQUEST FOR QUOTATIONS

To: Potential Providers – Installation of Lutron Lighting System

**Re: Request for Quotations (“RFQ”) Installation of Lutron Lighting System
– Louisville Arena Authority, Inc.**

This document constitutes a request for quotations by the Arena Authority (“LAA” or “Arena Authority”) from qualified contractors to provide certain installation labor, within the KFC Yum! Center.

Please note that additional information concerning the Project is available [and additional information will be added occasionally] by posts on, or by links found at, the Arena Authority’s website: www.arenaauthority.com.

The RFQ Response Due Date is September 22, 2020.

PROJECT BACKGROUND

The Louisville Arena Authority is a Kentucky non-stock, non-profit corporation, created for the purpose of overseeing the creation, design, construction, financing, management and operation of the multi-purpose arena built in downtown Louisville, Kentucky. The arena, named the “KFC YUM! Center,” opened in October 2010. The LAA’s all-volunteer Board of Directors is comprised of some of the most talented and successful individuals in Kentucky. The LAA was created under the Kentucky not-for-profit corporation statutes and has obtained 26 USC § 501 (c) (3) tax-exempt status. Key background data is provided for some context for the Project.

ARENA

The KFC YUM! Center, a state-of-the-art multi-purpose arena, is home to the University of Louisville Men’s and Women’s Basketball programs. Additionally, it is designed to accommodate a wide variety of other events including NCAA championships such as wrestling, gymnastics and volleyball, as well as concerts, family shows, trade shows and conventions.

The Arena currently utilizes existing Lutron Lighting system that is at end of life. This RFQ seeks quotations from prospective Responders concerning the removal of said equipment

and the installation of new system, which the purchase of said system is outside the scope of this RFQ. All Lutron equipment shall be furnished by the LAA and is outside of the scope of work. The scope of work is as follows:

- 1) Remove existing Lutron equipment and devices based on attached Build of Materials, or “BOM”, from Lutron.
- 2) Replace existing with new equipment based on attached BOM from Lutron.
- 3) Preconstruction meeting(s) time and labor is included.
- 4) Time and Labor for commissioning is included.
- 5) Inclusive of all labor for the entire project, including any overtime that may be incurred by the vendor in order to complete the project.
- 6) Inclusive of any equipment rental, cabling or other supplies that may be required to complete the project.
- 7) Include proposed timeline of project, including total number of anticipated business days needed to complete.

Prospective Responders are encouraged to review the Arena Authority’s reservation of rights concerning cancelation of this RFW discussed below. This RFQ may be canceled or withdrawn at the election of the Arena Authority.

MWBE PARTICIPATION

The LAA has adopted and is firmly committed to implementing its Affirmative Action Policy to promote the utilization of women and minorities in all phases of the project. It is the responsibility of each respondent to become familiar with the LAA’s Affirmative Action Policy, which is posted on the Authority’s website: www.arenaauthority.com. All respondents must include in their response an affirmation to conform to the policy and a detailed description of their plan for conformance.

INSURANCE

- A. The Contractor shall not commence work under this Contract until he has obtained the insurance required and evidence of such insurance has been submitted to and approved by Owner. The submittal of said evidence shall to Owner shall not relieve or decrease the liability of the Contractor.
- B. Workers’ Compensation and Employers’ Liability Insurance as required by statute.
- C. Commercial General Liability Insurance - ISO Form CG 00 01 (10/93) or equivalent, Occurrence Policy, with limits of not less than:
 - a. General Aggregate \$2,000,000.00
 - b. Products - Comp/OPS Aggregate \$2,000,000.00

c. Personal & Advertising Injury	\$1,000,000.00
d. Each Occurrence	\$1,000,000.00
e. Fire Damage (any one fire)	\$ 50,000.00
f. Medical Expense (any one person)	\$ 5,000.00

- D. Endorsements attached thereto including the following or their equivalent –
- a. In the event that Contractor does not have a “per project” aggregate limit to its existing policy, then ISO Form CG 25 03 (11/85), Amendment of Limits of Insurance (Designated Project or Premises), describing the subject Contract and specifying limits as shown above.
 - b. ISO Form CG 20 10 (10/93), in combination with ISO Form CG 20 37 (10/01), naming the Owner as additional insureds and containing the following statement - “This endorsement also constitutes primary and non-contributory coverage in the event of any occurrence, claim, or suit.”
- E. Automobile Liability Insurance, with:
- a. Limits of not less than \$1,000,000 Combined Single Limit per accident.
 - b. The coverage symbol designated in the policy must be symbol “1” applying coverage to any auto.
- F. Builders’ Risk policy or installation floater with “all risk” coverage, including named-storm, flood and earthquake, or equivalent in an amount equal to 100% of the Contract Sum.
- G. Following form Umbrella Liability of \$5,000,000
- H. Certificate of Insurance, on ACORD 25-S (3/88) Form, or equivalent, filed with the Owner identifying:
- a. Owner, as defined in the Contract, as Certificate Holders and Additional Insureds.
 - b. Endorsements, as listed above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms are to be attached to this certificate).
 - c. Project as defined in the Contract.
 - d. Cancellation clause of the certificate amended to read, “Should any of the above described policies be canceled before the expiration thereof, the issuing company shall provide a minimum of thirty (30) days written notice to the certificate holders named.”
 - e. Insurance Companies Providing Coverage – Unless approved in writing in advance by Owner, all companies listed must be rated “A+:X” or better in the most recent A.M. Best Ratings Guide.
 - f. The Name, Address, and Telephone Number of the “Producer” - The certificate is to bear a mechanical signature of the Authorized Representative of the Producer.
- I. Performance Bond and Labor & Material Payment Bond: The Contractor shall furnish the Owner a performance bond, and a labor and material payment bond each in an amount equal to 100 percent of the Contract Sum, as security for all obligations arising under the Contract. Such bonds shall –
- a. Be written on Form AIA Document A312. Where the laws of the state in which the Project is located mandate a statutory payment bond form, such mandated payment

bond form shall be used but is to be accompanied by the AIA Document A312 Performance Bond.

- b. Be issued by a surety company or companies licensed in the State of Kentucky and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds. The penal sum obligation assumed by each surety, shall not exceed the authorization shown in the current revision of Circular #570 as issued by the United States Treasury Department, i.e., "Treasury List."
 - c. Be accompanied by a certified copy of the Power of Attorney stating the authority of the Attorney-in-fact executing the bonds on behalf of the Surety.
- J. The Louisville Arena Authority shall be named as a co-obligee on the bonds.
- K. The Owner reserves the right to reject any insurance company, policy, endorsement, certificate of insurance, surety company, performance bond, or labor and materials payment bond with or without cause.
- L. The cost of such insurance and such bonds as required above shall be the obligation of the Contractor and included in the Contract Sum.
- M. Any Engineer retained by the Contractor shall have and maintain in force during the period of this Contract Professional Liability Insurance in a minimum amount of \$1,000,000.
- a. The agreement with the Contractor shall contain an indemnification statement acceptable to Owner and in substantial accord with the following: "The Engineer agrees to indemnify and hold harmless Owner, their officers, directors, employees, agents, members, successors and assigns from any claims, losses and damages arising out of the negligent acts, errors or omissions of the Engineer and all subcontractors, engineers, or consultants hired by the Engineer for this project".
 - b. The insurance may be written on either "claims made" or "occurrence" forms, but if on a "claims made" form the insurance must be maintained in full force and effect for a period of five years beyond the final acceptance of the project. If a "claims made" form is used, verification of an insurance "tail" must be made by an insurance certificate annually to Owner for the five-year period.
 - c. The insurance must be obtained from an insurance company authorized to do business in the State of Kentucky, and unless approved in writing and in advance by Owner, rated "A+:X" or better in the most recent A.M. Best Ratings Guide.
- N. The acceptance of any certificate of insurance evidencing the insurance coverages and limits required in the Contract does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance policies shown are in compliance with the contract requirements. Insurance effected or procured by Contractor shall not reduce or limit the Contractor's contractual obligation to indemnify and defend the Owner for claims made or suits brought which result from or are in connection with the performance of this Contract, and Contractor agrees to indemnify Owner for all costs and damages, including attorneys' fees, arising from a failure by Contractor to procure the insurance coverages in the forms and amounts required herein.

TAXES

- A. Payment of applicable sales or wage driven taxes shall be the responsibility of Contractor and identified on each Proposer's Bid Form.

RESPONSE TERMS OF RFQ

Please provide a proposal with a lump-sum price that includes the following:

1. Comprehensive of full scope of work as noted above.
3. This work must be completed in any case not later than October 31, 2020.
4. In-person support and continuing on-call support must be included in the proposal. The proposer must provide in-person support for the first three events that the equipment will be utilized, as well as sufficient commissioning, set-up, testing, and any necessary training to ensure that the Arena Authority's management and operations contractor, AEG, is comfortable with the operation of the equipment, and the quality of the equipment and its installation. The timeline of these first three events is to be determined given the uncertainty of the upcoming event calendar given the COVID-19 pandemic.

EVALUATION AND SELECTION PROCESS

1. Evaluation

The Louisville Arena Authority's management and operations firm, AEG Management Louisville, will facilitate the review of proposals and provide technical input so that the scoring may be performed and will select the successful proposal. The Arena Authority Board of Directors and its Finance Committee has granted limited authority of AEG to make an award to the highest-scoring proposal, subject to the right to reject all proposals reserved below.

2. Submitting Questions

Any prospective Responder to this RFQ is encouraged to submit any questions they may have. Contact Anthony Hopkins at AEG at Phone: (502) 690-9042, Fax: (502) 690-9054, E-mail: AHopkins@kfcyumcenter.com.

3. Qualified Responders

The Authority shall review each proposal for compliance with all necessary requirements of this Request for Quotation. Failure to comply with any requirements may disqualify a quotation. Only those Responders who have met the minimum requirements of this RFQ may be selected. Any alternative solution proposals submitted must be complete and will be subject to a full and independent evaluation.

4. Evaluation

After receiving all quotations, the Authority shall conduct its evaluation. The Authority, in conjunction with input from AEG’s operations and maintenance staff, or by utilizing AEG’s staff, will then score each qualified quotation. Minor irregularities in quotations that are immaterial or inconsequential in nature may be waived wherever it is determined to be in the Arena Authority’s best interest.

5. Final Ranking and Selection

The Arena Authority will make recommendations for the award of the Contract to the Responder whose proposal are determined to be the most advantageous to the Arena Authority, considering the criteria identified next.

6. Basis of Selection

The evaluation of proposals will be made from the criteria listed below, in order of importance.

Proposal Element	Scoring Percentage	Notes
Price	65 points	The proposal price that is lowest will receive the full 65 points. Any competing proposals will be scored on a scale of comparison between that price and the lowest price*
Quality Assurance and Support Plan	20 points	The proposal’s plan for customer support, including in-person and on-call support and warranty of workmanship, will be scored and will receive up to 20 points.
Installation Timeline	15 points	The proposal’s plan for installation, the earliest installation plan will receive the full 15 points.

- For example, if one proposal price is for \$100, and one proposal price is for \$125, then the proposal containing the \$100 pricing will be awarded 65 points, and the proposal containing the \$125 price will be awarded $\$100/\$125 = 0.8 \times 65$, or 52 points.

MWBE participation – the Response should affirm that the Responder will abide and conform in good faith to the Authority’s MWBE program, or the response will be considered non-conforming.

7. Negotiation and Award of Contract

Interviews and negotiations may be held to promote further understanding of proposal requirements, and to facilitate arrival at a Contract. The LAA reserves the right to accept the best proposal, as submitted, without further conversations or negotiations, and may do so. The Committee will rank each finalist. The Arena authority and the first ranked finalist shall then negotiate in good faith the terms and conditions of a contract. If such negotiations are unsuccessful, the Arena Authority shall then negotiate with the second ranked finalist. This process will continue until the Arena Authority has reached a satisfactory agreement. The Arena Authority retains the right to reject all quotations at any time during the process. No public submittal opening will be held. All quotations will be treated as closed records until a contract award is made or until all submittals are rejected.

8. Reservation of Rights

The LAA reserves the right to amend, modify or withdraw this request; to waive or revise any requirements of this request; to require supplemental statements or information from any responding party; to reject any response submitted; to accept or reject any or all responses received with respect to this request; to extend the deadline for submission of responses; to negotiate or hold discussions with any responding party and to cancel, in whole or in part, this request if the Arena Authority deems it to be in its best interests to do so. The Arena Authority may exercise the foregoing rights at any time without notice and without liability to any responding party or other parties for their expenses incurred in the preparation of responses or otherwise. Responses with respect to this request will be prepared at the sole cost and expense of the responding party. The issuance of this request and the submission of a response and/or the acceptance of such response by the Arena Authority does not obligate the Arena Authority in any manner whatsoever. Legal obligations will only arise upon execution of a formal agreement by the Arena Authority and the selected provider.

SUBMITTAL REQUIREMENTS

In order to be considered for this engagement, please provide the following information to the Arena Authority:

I. Information About Your Firm

- A. Firm and personnel qualifications and experience in matters relating to the operation and maintenance of public access facilities, large sports venues, and in general.

- B. Capacity and ability to be responsive.
- II. The Information required in Basis of Section (6) above, including price, quality, quality assurance and support, warranty and schedule duration.
- III. The specifications and manufacturer information for the equipment products to be provided. Failure to provide this information in order to prove that the product proposed provides at least the requirements of the equipment listed in Exhibit A will result in the proposal being considered non-responsive.

PROPOSAL DEADLINE

Proposals must be received by **2:00 PM Eastern Daylight Time on September 22, 2020**. Five (5) copies of each proposal should be submitted to:

Anthony Hopkins
KFC Yum Center
One Arena Plaza
Louisville, Kentucky 40202
AHopkins@kfcyumcenter.com

To the extent appropriate, practical or feasible, the Arena Authority will respond to questions concerning this RFQ. Questions must be written and addressed to Anthony Hopkins, AEG Management Louisville, via email AHopkins@kfcyumcenter.com. Questions must be submitted by no later than 2:00 p.m. local time on **September 15, 2020**. Answers to such questions may be posted on the Louisville Arena Authority website (in anonymous format). The Louisville Arena Authority reserves the right to provide responses and/or clarifications to inquiries from its website, or to make no response at all. Firms submitting inquiries are advised not to rely on any verbal advice/instruction, and only to rely on written instructions from the Arena Authority.

Quote Specific Qualifiers and Exceptions:

1. This quotation is to upgrade the existing G7000 system on Lutron Job# 158269 to a Quantum System. Existing equipment is based upon the As-Built drawing (2D1) ONLY dated 3/29/10. If any other equipment is on site that is not included in this quotation, that needs to be added, additional charges will apply.
2. All existing equipment will need to be replaced except for the switching panels. A new database will need to be written and the job recommissioned. Factory Startup pricing is based on full access to all affected rooms during normal business hours. Other charges will apply if access during normal business hours is not provided.
3. Two QSE-CI-DMX interfaces were included to replace the LUT-DMX interfaces. Each new interface can control up to 32 DMX channels. If more DMX channels are required, consult Lutron for a revised quotation. The QSE-CI-DMX will need to be placed on the wallstation link.
4. In Quantum, there is no direct replacement for the OMX-CCO-8. Two QSE-IO's were quoted for each OMX-CCO-8.
5. Items that cannot be done via Quantum Vue: Changing the state of variables and controlling partition wall status will be possible in Q-Admin, not Quantum Vue.
6. The 2-year Silver Warranty covers the new equipment only. If desired, the existing equipment can be included in this warranty at an additional cost.
7. Lutron Viseo Panel will need to be removed. There is no direct replacement and it is not compatible on the Quantum System.

Bill of Material:

Qty. Model Number

BILL OF MATERIAL (Grafik/DMW Upgrade)

**** QUANTUM UPGRADE ****

1 QS-EO

Quantum Local Area Network Shared Intranet. The Quantum Inter-processor and computer (server / desktop or laptop) network may be connected through a shared intranet. The Quantum computer may or may not be supplied by Lutron and nodes on LAN are not limited to Lutron Quantum processor and Lutron Quantum computer. All network equipment including routers, switches, and network cables are supplied by others and must adhere to Lutron specifications. The shared intranet must be able to pass UDP multicast traffic. All network architecture and setup must be coordinated through the end users Information Technology Group or consultant and may require additional startup time and expense.

1 QS-A-CMP-SBO-0

Quantum Q-Manager Server by Others. The customer will be supplying a server class PC to operate the Quantum Q-Manager software. Refer to the product data sheet with the same model number for minimum requirements.

2 QP3-1PL-100-240

Pre-assembled Quantum processor panel containing one Quantum processor with two configurable links. Each Quantum processor link can be configured to be a QS link or Power panel link. Panel accepts one 120V-240V, 1 phase, 2 wire, 20A feed, (20A-1P over-current protection, per circuit, by others.) Dimensions (inches(cm)): 13.25 (33.7)H x 9.25 (23.5)W x 3.16 (8.0)D. Weight (w/o packaging): 11 lbs.

2 QSW-QVS-L

*** Available September, 2014 *** Quantum Vue lights only license. Quantum® Vue is a web-based software license which allows for control and programming of a Quantum® system via any desktop PC or mobile device connected to the corporate network.

2 QSW-BAC-PP-A

The license for BACnet Client software enables a building management system to control, monitor, and manage energy for lights in the Quantum system. Integration and programming services for BACnet communicating are required. Refer to the Quantum BACnet specification sheet for additional details.

---EXISTING TO REMAIN---

- (42) Switching Panels
- (2) LUT-ELI-3PH
- (1) GRX-CESO-120PKG

920 EX-SWCIR

Existing switching circuits (from panels/nodes) that will need to be reprogrammed.

1 EX-PHOTOCELL

GRX-CESO-120PKG

Existing Photocells that will need to be reprogrammed.

---NEW EQUIPMENT - QUANTUM---

2 QSWS2-5BI-WH

LUT-DMX

QS device: seeTouch QS 5-button wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

3 QSE-IO

OMX-IO

QS device: 5 Contact Closure Inputs and 5 Relay Outputs for integrating QS based devices. Dimensions (WxHxD) 134 mm x 108 mm x 27 mm.

---NEW EQUIPMENT - QS STANDALONE---

24 QSWS2-5BI-WH

SO-4BN

QS device: seeTouch QS 5-button wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

17 QSWS2-5BRLI-WH

SO-4SN

QS device: seeTouch QS 5-button with raise/lower wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

45 QSWS2R-4CN-WH-E-CPN5154

1 QSWS2-2BI-WH

SO-2BN

QS device: seeTouch QS 2-button wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

4 QSWS2-5BI-WH

SO-5BN

QS device: seeTouch QS 5-button wallstation. Two contact closure inputs via a connector on the back of the wallstation. Dimensions: 116 mm x 70 mm x 35 mm.

3 QSPS-10PNL

MUX-RPTR

Sivoia QS Smart Panel

16 QSGRJ-6P-TWH

OMX-3606

GRAFIK Eye QS 6 zone control unit capable of setting 16 preset scenes of lighting, four of which are selectable on face of unit, and 0 shade columns. The unit contains a 434 mhz radio frequency antenna for wireless functionality. The GRAFIK Eye has wireless interconnects to Lutron wireless devices such as occupancy sensors and keypads. Features include an adjustable 0 second to 60 minute fade rate per scene, an integral infrared receiver, and an integral astronomic timeclock. Control mounts in a standard 4-gang US wallbox, 2 3/4 in min. depth (3 1/2 in recommended). Dimensions (inches (mm)): 4 11/16(119)H x 9 3/8(239)W x 3/8(10)D. Unengraved. Unit Color: TRANSLUCENT & WHITE

4 QSPS-DH-1-75

QS LINK POWER SUPPLY

4 LUT-8X8-ENC

8 inch square enclosure

---SERVICES---

1 LSC-DAY-ADDL-CS

Field service day to retrieve the existing database and review the existing equipment.

3 LSC-RUS-PRECON

An onsite visit by a Lutron Field Service Engineer to obtain the information required to produce the system submittal package. Quantity dictates the number of days purchased.

1 REPROG-1-COM

Programming service to modify existing database or write new database. Programming to be performed at Lutron.

1 LSC-B2

2 year warranty providing 100% replacement parts & 100% Lutron labor coverage with a first-available response time.

1 LSC-OS-PST-QTM

Quantum Onsite Startup for this system includes the following visits: Quantum Prewire Visit Onsite visit by a Lutron Services Company Representative typically held with the electrical contractor, project manager, and owner's representative to discuss the project scope and timeline. Additionally, the mounting and wiring of system devices, including panels, controls, and sensors is discussed. Quantum Startup Visit Onsite visit by a Lutron Services Company Representative held after Lutron equipment is installed. Equipment installation is verified and system is programmed and tested during this time. Quantum Training Onsite visit by a Lutron Services Company Representative held with the end user of the lighting control system. During this visit, Lutron Services Company Representative provides instruction on system maintenance and operation, including the use of any system software.

Product Lead Time: Please contact Lutron with your desired product delivery date. Typical lead times for Lutron system products are 5 weeks or less after receipt of approved submittal and release. To best enable Lutron to meet your delivery requirements, please submit your construction schedule with your hold for release purchase order.

For this Quote, the estimated Lead Time (in weeks) After Release is 5.
