

**REQUEST FOR PROPOSALS**  
**FOR**  
**DESIGN-BUILD SERVICES**  
**DOBSON ARENA SHOW LIGHTING**  
**Town of Vail, Colorado**

Issued: **June 9<sup>th</sup>, 2026**  
Responses Due: **June 26<sup>th</sup>, 2026 at 12:00pm MST**  
Owner / Issuing Entity: **Town of Vail**

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## 1. INTRODUCTION / INVITATION

The Town (“Owner”) is soliciting proposals from qualified design-build teams (“Design-Builder”) to provide design-build services for the Dobson Arena Show Lighting project located in Vail, Colorado (the “Project”).

The intent of this Request for Proposals (“RFP”) is to select a Design-Builder capable of providing the design, engineering, coordination, procurement, installation, programming, testing, commissioning, training, and closeout services required to deliver a complete and fully operational show lighting system for Dobson Arena.

The Owner intends to select the Design-Builder that provides the best overall value to the Owner, considering qualifications, relevant experience, technical approach, schedule, cost, contract acceptance, and demonstrated ability to meet the Project requirements described in this RFP.

This RFP is intended to serve as the basis for the selected Design-Builder’s proposal and, as applicable, the resulting Design-Build Agreement. In the event of a conflict between this RFP and the executed Design-Build Agreement, the executed Design-Build Agreement shall govern.

## 2. PROJECT OVERVIEW AND BACKGROUND

Dobson Arena is undergoing a broader renovation intended to update aging mechanical, electrical, plumbing, and structural systems, refresh the facility, improve functionality, and support long-term use of the arena for the community. The broader renovation goals include transforming the facility from a standard sporting venue into a more dynamic entertainment space, replacing aging systems and infrastructure, improving system performance, reducing energy costs, enhancing the user experience, and supporting future flexibility and expansion.

This RFP is focused specifically on the show lighting scope. The show lighting system is intended to support the broader facility objective of providing a flexible, high-quality arena environment for sporting events, community events, entertainment, and other venue uses.

The Design-Builder shall coordinate its Work with the broader Dobson Arena renovation, the Owner, Owner’s Representative, existing contractor, Populous Architects, and other project stakeholders as required. Populous Architects is expected to provide minimal assistance only; the Design-Builder shall remain responsible for the design-build scope described in this RFP and the resulting agreement.

## 3. OWNER’S PROJECT REQUIREMENTS

### 3.1 Project Goals

- Provide a complete, integrated, programmable, maintainable, and fully operational show lighting system for Dobson Arena.
- Support the broader facility goal of transforming Dobson Arena into a more dynamic entertainment and event venue.
- Provide a system that supports sporting events, community events, entertainment use, and special event programming.
- Coordinate with existing and new arena systems, including controls, scoreboard/interface requirements, and other relevant building systems.
- Provide clear cost transparency through a Lump Sum Agreement.
- Complete the Work within the required installation window and prior to arena opening.
- Provide training, closeout documentation, warranties, and system support necessary for Owner operation.

### 3.2 Budget

The anticipated budget for the show lighting scope is not to exceed \$350,000. Proposers shall structure their proposals accordingly and clearly identify any assumptions, exclusions, alternates, or recommended scope adjustments necessary to maintain the Owner's budget and schedule objectives.

### 3.3 Delivery Method

The Project will be delivered using a Design-Build delivery method. The Design-Builder shall be responsible for both design and construction services for the show lighting scope, including all required design, engineering, procurement, installation, programming, testing, commissioning, training, and closeout services.

### 3.4 Compensation Approach

The anticipated compensation structure is Lump Sum / Time and Materials Not-to-Exceed ("T&M NTE"). Proposers shall provide sufficient cost detail to allow the Owner to understand the proposed design, engineering, procurement, installation, programming, commissioning, and closeout costs, including alternates and deducts.

### 3.5 Key Constraints

- The Work must be coordinated with the broader Dobson Arena renovation schedule.
- The current installation window is after substantial completion by the existing contractor, currently anticipated as September 30<sup>th</sup>, 2026, and before arena opening, currently anticipated as November 3<sup>rd</sup>, 2026.
- The Owner is targeting selection of the Design-Builder by July 1<sup>st</sup>, 2026.
- The Design-Builder shall identify long-lead items, required early decisions, access constraints, and coordination requirements that may impact schedule or cost.
- The Design-Builder shall not rely on Populous Architects or other existing project team members to perform the Design-Builder's design, engineering, coordination, programming, or commissioning obligations unless expressly stated in the final agreement.

## 4. SCOPE OF DESIGN-BUILD SERVICES

### 4.1 General Scope

The Design-Builder shall provide all professional services, labor, materials, equipment, supervision, programming, coordination, testing, commissioning, and closeout services required to provide a complete and operational show lighting system.

### 4.2 Design and Engineering Services

- Provide all design and engineering services required for the show lighting scope.
- Confirm existing conditions and coordinate with reference drawings, existing/new building systems, and field conditions.
- Prepare design documentation, shop drawings, control diagrams, wiring diagrams, equipment layouts, and other documentation necessary for review, coordination, permitting, installation, programming, commissioning, operation, and maintenance.
- Coordinate with Populous Architects and other existing design team members as required; however, Design-Builder remains responsible for its design-build scope.
- Identify and satisfy all applicable code, permit, approval, inspection, and jurisdictional requirements applicable to the Work.
- Identify all interfaces with systems by others, including scoreboard, audio, controls, power, data/communications, rigging/mounting, and other arena systems.

#### 4.3 Procurement and Installation Services

- Procure all lighting fixtures, controls, equipment, hardware, cabling, mounting accessories, app/control components, programming hardware/software, and related components required for the Work.
- Install all components in accordance with approved design documents, manufacturer requirements, applicable codes, and Project requirements.
- Coordinate work sequencing, deliveries, access, lifts, staging, and shutdowns with the Owner and broader project team.
- Protect existing and newly installed work during installation.
- Provide all temporary access, tools, equipment, lifts, safety measures, and incidentals required to complete the Work unless expressly identified as by Owner or others.
- Maintain a clean, safe, and coordinated work area.

#### 4.4 Programming, Testing, Commissioning, and Training

- Provide all programming required for the base system and accepted alternates.
- Test and commission all show lighting systems, controls, presets, interfaces, app functions, and integrations included in the accepted scope.
- Demonstrate system functionality to the Owner.
- Provide training for Owner-designated personnel.
- Provide final programming files, system documentation, O&M manuals, warranties, as-built documentation, and closeout deliverables.
- Provide warranty support and corrective programming support as required by the final agreement.

#### 4.5 Coordination with Others

The Design-Builder shall coordinate with the Owner, Owner's Representative, existing contractor, Populous Architects, venue operations personnel, scoreboard/interface vendors, audio/visual vendors, controls vendors, and other project stakeholders as necessary to complete the Work. The Design-Builder shall identify all required coordination items in its proposal, including any assumptions regarding work by others.

### 5. TECHNICAL / PERFORMANCE REQUIREMENTS

The Design-Builder shall provide a complete system meeting the following minimum technical and performance priorities noted below. These requirements are minimums, and the Owner is interested in unique solutions that maximize potential options and performance within the defined budget. Proposers shall clearly identify whether each item is included in the base proposal, included as an alternate, included as a deduct alternate, or excluded with explanation.

#### 5.1 Base System

- Base setup programming for ten (10) static presets.
- Eight (8) recordable static presets, including zone selection and either dimming slider or color wheel functionality.
- Four (4) dynamic presets.
- Owner training for base system operation.
- Testing and demonstration of all base presets and control functions.

#### 5.2 Optional Ring of Color / SL1A

- Optional Ring of Color / Single Ring of SL1A.
- Current quoted basis is 2-foot DMX resolution.
- Fixtures to be added to base programming: ten (10) static presets, eight (8) recordable static presets with zone select and either dimming slider or color wheel, and four (4) dynamic presets.

- Proposer shall clearly identify equipment, programming, control, installation, and cost assumptions for this option.

### 5.3 SL3 Moving Heads

- Programming for eight (8) static presets.
- Programming for four (4) moving / motion presets.
- Creation of twelve (12) new positions and color presets for movers, such as walk-in, anthem, intros, goal, and similar event uses.
- Presets may include static or motion functionality.
- Proposer shall identify any limitations or assumptions regarding mounting, power, data, control, programming, or operation.

### 5.4 Requested Alternates

- Alternate No. 1 – Add Six Eye Mobile App Control: cellular-based mobile app creation allowing app control inside and outside the venue.
- Alternate No. 2 – Add Music Input Hardware and Programming: programming of four (4) scenes.
- Alternate No. 3 – Add Scoreboard Integration via UDP: programming for ten (10) message recalls, with adder available for each additional ten (10) messages.
- Alternate No. 4 – Add Desk Mount Kit for Touchscreen: 15-inch touchscreen desk mount kit at the scorer's table.
- Deduct Alternate No. 1 – SL1A deduct for changing from 2-foot to 4-foot control.
- Proposers shall price all requested alternates and deduct alternates separately in Attachment E – Allowances, Alternates, Deduct Alternates, and Unit Prices.

### 5.5 Technical Proposal Requirements

- Proposer shall describe the proposed system architecture and control approach.
- Proposer shall identify all equipment included in its proposal, including manufacturer, model, quantities, and major assumptions.
- Proposer shall identify all work assumed by others, including power, data, backing/support, rigging, scoreboard interface, audio interface, network access, or other dependencies. Proposers shall identify responsibility assumptions, exclusions, and work by others in Attachment L – Responsibility Matrix.
- Proposer shall identify any recommended substitutions, enhancements, limitations, or clarifications.
- Proposer shall identify long-lead equipment and recommended early procurement actions.

## 6. PROJECT SCHEDULE

The Design-Builder shall develop and submit a schedule demonstrating its ability to meet the Project milestones and coordinate with the broader Dobson Arena renovation.

| Milestone                                | Date / Requirement                                                   |
|------------------------------------------|----------------------------------------------------------------------|
| RFP Issued                               | June 9 <sup>th</sup> , 2026                                          |
| Pre-Proposal Meeting / Site Walk         | June 16 <sup>th</sup> , 2026 <b>*Owner to coordinate with firms.</b> |
| Questions Due                            | June 18 <sup>th</sup> , 2026 by 5:00pm MST                           |
| Responses / Addendum Issued              | June 22 <sup>nd</sup> , 2026 by 5:00pm MST                           |
| Proposals Due                            | June 26 <sup>th</sup> , 2026 by 12:00pm MST                          |
| Evaluation Period                        | June 26 <sup>th</sup> , 2026 – June 30 <sup>th</sup> , 2026          |
| Interviews / Work Sessions, if conducted | June 29 <sup>th</sup> , 2026 – June 30 <sup>th</sup> , 2026          |
| Target Firm Selection                    | July 1 <sup>st</sup> , 2026                                          |
| Notice to Proceed                        | July 8 <sup>th</sup> , 2026                                          |
| Construction Substantial Completion      | September 30 <sup>th</sup> , 2026                                    |
| Show Lighting Installation Window        | September 30 <sup>th</sup> , 2026 - November 2 <sup>nd</sup> , 2026  |

|               |                                 |
|---------------|---------------------------------|
| Arena Opening | November 3 <sup>rd</sup> , 2026 |
|---------------|---------------------------------|

Proposers shall identify any schedule risks, procurement risks, long-lead items, required early releases, access requirements, or Owner decisions necessary to meet the required installation window.

## 7. ANTICIPATED CONTRACT AND COMPENSATION STRUCTURE

### 7.1 Anticipated Agreement

The Owner anticipates using AIA Document A141, Design-Build Agreement, as modified by the Owner, or another Owner-approved design-build agreement. Final contract form shall be confirmed by the Owner before issuance or provided by addendum/under separate cover.

### 7.2 GMP / T&M Not-to-Exceed

The anticipated compensation structure is GMP / Time and Materials Not-to-Exceed. The proposal shall clearly identify the proposed NTE amount, cost assumptions, labor rates, material/equipment costs, programming costs, alternates, deducts, contingencies, and exclusions.

### 7.3 Changes and Additional Work

Proposers shall provide hourly rates and labor categories applicable to approved T&M work, additional services, and change order pricing. Rates shall identify whether labor burden, overhead, profit, equipment, travel, mobilization, software/programming costs, or other markups are included.

### 7.4 Contract Comments

Proposers shall identify all requested exceptions or modifications to the draft Design-Build Agreement with their proposal. General statements reserving the right to negotiate later may be deemed non-responsive. If no exceptions are taken, proposer shall affirmatively state that it accepts the draft agreement as issued.

## 8. PROCUREMENT PROCESS AND SELECTION

The Owner intends to conduct a formal RFP process and select a Design-Builder based on best overall value. Based on current direction, a separate public advertising or formal notice process is not anticipated for this solicitation; however, final procurement requirements should be confirmed by the Owner prior to issuance.

The Owner may conduct interviews, clarification meetings, or work sessions with one or more proposers. The Owner reserves the right to select a Design-Builder based on written proposals without interviews if determined to be in the Owner's best interest.

Selection will be based on the Owner's evaluation of the proposal, relevant qualifications, technical approach, schedule, cost proposal, contract acceptance, and any other information obtained during the procurement process.

## 9. PROPOSAL INSTRUCTIONS AND INFORMATION

### 9.1 Inquiries and Corrections

All questions shall be submitted using Attachment F – Question and Response Form. Questions submitted in any other format may be rejected or returned for resubmission. Responses will be issued in writing by addendum or written clarification. Proposers shall not rely on oral explanations, interpretations, or representations.

**Designated Contact:** Malori Gunkel [malori.gunkel@cumming-group.com](mailto:malori.gunkel@cumming-group.com), Steve Sego [ssego@cumming-group.com](mailto:ssego@cumming-group.com), Chris Knight [cknight@cumming-group.com](mailto:cknight@cumming-group.com)

**Questions Due:** June 18<sup>th</sup>, 2026 by 5:00pm MST

If a proposer finds discrepancies in or omissions from the RFP, or requires clarification of any part of the RFP, the proposer shall submit a written request for interpretation by the questions deadline. It shall be the responsibility of each proposer to confirm receipt of all addenda before submitting a proposal.

## 9.2 Submittal Date, Time, and Channel

**Proposal Due Date and Time:** June 26<sup>th</sup>, 2026 by 12:00pm MST

**Submittal Channel:** Malori Gunkel [malori.gunkel@cumming-group.com](mailto:malori.gunkel@cumming-group.com), Steve Sego [ssego@cumming-group.com](mailto:ssego@cumming-group.com), Chris Knight [cknight@cumming-group.com](mailto:cknight@cumming-group.com)

**File Naming Requirement:** RFP Response Dobson Arena Show Lighting Design Build Services

Proposals shall be submitted in the format and by the method stated in this RFP. If electronic submission is required, proposers shall submit one complete PDF proposal and **all required cost forms in their native Excel format** unless otherwise directed.

## 9.3 Late, Incomplete, or Nonconforming Proposals

Late proposals may be rejected without consideration. Proposals that are incomplete, unsigned, fail to acknowledge addenda, omit required forms, materially deviate from the RFP requirements, or fail to follow the required proposal format may be deemed non-responsive and rejected at the Owner's discretion.

## 9.4 Confidential and Proprietary Information

Any restriction on the use or disclosure of submitted materials must be clearly identified by the proposer. Blanket claims that an entire proposal is confidential or proprietary may not be honored. Proposers should not mark pricing information as confidential unless expressly permitted by applicable law and the Owner's procurement requirements.

To the extent applicable, proposals may be subject to public records laws, including Colorado Open Records Act requirements. The Owner will not be responsible for claims arising from disclosure of information not clearly and properly designated as confidential or proprietary, or from disclosure required by law.

## 9.5 Definitions, Context, and Gender

Unless otherwise specified, words shall have their common meaning unless the context clearly requires a different meaning. Words in the singular include the plural and words in the plural include the singular. Words of any gender include all genders as the context may require.

- "Addendum" means a written modification, clarification, or addition to this RFP issued by the Owner or Owner's Representative.
- "Design-Builder" means the entity selected to enter into the Design-Build Agreement with the Owner and provide the Work.
- "Design Professional" means the licensed design professional retained by or through the Design-Builder to provide design and engineering services for the Project.
- "Owner" means Town of Vail.
- "Owner's Representative" means Cumming Group.
- "Project" means the Dobson Arena Show Lighting project described in this RFP.
- "Proposal" means the complete response submitted by a proposer in response to this RFP.
- "Proposer" means a firm or team submitting a proposal in response to this RFP.

- “Subconsultant” means a person or entity retained by the Design-Builder or Design Professional to provide professional services.
- “Subcontractor” means a person or entity retained by the Design-Builder to provide labor, materials, equipment, or services for a portion of the Work.
- “Work” means the design, engineering, procurement, installation, programming, testing, commissioning, training, warranty, and closeout services required by the Contract Documents.

## 9.6 Conditions of Proposal Submittal

- Proposals must comply with all conditions, requirements, and specifications contained in this RFP.
- Proposals shall include all required attachments, including Attachments B, B-1, C, D, E, H, I, and L, as applicable.
- The proposal must be signed by a duly authorized representative of the proposer.
- Only one (1) proposal may be submitted by each proposer unless alternates or options are expressly requested within a single proposal.
- Proposals shall remain valid for 30 days from the proposal due date, or until contract execution, whichever occurs first.
- All costs incurred in preparing a proposal, attending meetings, participating in interviews, or negotiating the agreement shall be borne solely by the proposer.
- The Owner may reject any or all proposals, waive informalities, request clarifications, conduct interviews, negotiate with one or more proposers, cancel the solicitation, modify the schedule, or award the Project in the Owner’s best interest.
- No proposer shall have any right to compensation or reimbursement as a result of participating in this RFP process.
- A proposal shall not be deemed accepted unless and until the Owner issues written notice of award and a contract is executed by the Owner and selected Design-Builder.

## 9.7 Requirements of Successful Firm

- Execute the Design-Build Agreement in the form required by the Owner.
- Provide certificates of insurance and endorsements meeting the Owner’s requirements.
- Provide payment and performance bonds if required by the Owner or applicable law.
- Provide W-9, vendor registration forms, licensing information, and other administrative documents required by the Owner.
- Maintain the key personnel identified in the proposal unless substitution is approved by the Owner.
- Attend a kickoff meeting and begin work upon issuance of Notice to Proceed.
- Comply with applicable laws, codes, ordinances, permit requirements, and Owner site requirements.
- Shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, color, creed, religion, national origin, ancestry, gender, physical or mental disability, or age.
- Shall be prohibited from assigning or subcontracting the whole, or any part of the Agreement, without the prior written consent of the Owner.
- Coordinate with the Owner, Owner’s Representative, existing contractor, Populous Architects, and project stakeholders as required.
- The successful Design-Builder and its employees, consultants, subcontractors, and suppliers shall perform the Work as independent contractors and shall not be considered employees, agents, partners, or joint venturers of the Owner or Owner’s Representative.

## 10. PROPOSAL PREPARATION / REQUIRED PROPOSAL CONTENTS

### 10.1 General Format Requirements

- Proposals shall be clear, concise, and organized in the order identified below.
- Each proposal shall include a table of contents and page numbers.
- Promotional materials should be limited to information directly relevant to the Project.
- Attachments B, B-1, C, D, E, and L shall be returned in Excel format and shall not be converted to PDF.
- Proposals shall include all required forms, acknowledgments, and attachments.

### 10.2 Required Proposal Sections

#### Tab 1 – Table of Contents

Provide a table of contents identifying all proposal sections and attachments.

#### Tab 2 – Cover Letter

- Name, address, telephone number, and email address of proposer.
- Identification of the Design-Builder and primary point of contact.
- Statement of interest and commitment to the Project schedule.
- Acknowledgment of all addenda issued.
- Signature of a person authorized to bind the proposer.

#### Tab 3 – Acceptance of Conditions Statement

Provide the completed Acceptance of Conditions Statement included with this RFP.

#### Tab 4 – Team Structure and Key Personnel

- Project organization chart showing Design-Builder, Design Professional, subconsultants, subcontractors, and key personnel.
- Identification of day-to-day project contact.
- Brief resumes or qualifications for key personnel, including design lead, project manager, installation lead, programming lead, commissioning lead, and any other critical personnel.
- Description of prior experience working together as a team.

#### Tab 5 – Relevant Experience and References

- Relevant arena, sports, performance, entertainment, theatrical, show lighting, or similar project experience.
- Relevant Design-Build or turnkey system delivery experience.
- Public-sector or operational-facility experience, if applicable.
- At least three references for similar work, including project name, owner contact, scope, completion date, and contract value.

#### Tab 6 – Design Process

- Describe how design decisions will be made and documented.
- Describe how the Design-Builder will coordinate with Owner, Owner's Representative, Populous Architects, existing contractor, and other stakeholders.
- Describe how costs will be monitored and controlled during design and procurement.
- Identify required Owner decisions and timing for those decisions.
- Identify deliverables anticipated during design, procurement, installation, and closeout.

#### Tab 7 – Technical Approach

- Describe the proposed show lighting and control system approach.
- Address the base system requirements and each requested alternate/deduct alternate.

- Identify equipment, manufacturers, quantities, control assumptions, integration assumptions, and programming assumptions.
- Identify work assumed by others and any dependencies that may affect cost or schedule.
- Identify risks and recommended mitigation strategies.

#### **Tab 8 – Quality Control, Commissioning, Training, and Closeout**

- Describe the proposer's quality control process.
- Describe testing and commissioning procedures.
- Describe training plan for Owner personnel.
- Identify closeout documents, warranties, O&M information, programming files, as-builts, and other deliverables to be provided.
- Describe post-installation support and warranty response approach.

#### **Tab 9 – Schedule and Logistics**

- Provide a design/procurement/installation/programming/commissioning schedule.
- Identify long-lead items and recommended early procurement actions.
- Identify site access, lifts, work hours, staging, coordination, and shutdown assumptions.
- Describe how the proposer will complete installation, testing, commissioning, and training between the anticipated substantial completion date and arena opening.

#### **Tab 10 – Self-Perform Work**

- Identify any Work the Design-Builder proposes to self-perform.
- Describe why self-performance is appropriate for the Project.
- Describe how pricing for self-performed Work is included in the proposal and how the Owner will receive fair value.

#### **Tab 11 – Cost Proposal**

- Completed Attachment B – Design-Build Cost Proposal Summary.
- Completed Attachment B-1 – General Conditions / Site Cost Detail.
- Completed Attachment C – Labor Rates / Schedule of Charges.
- Completed Attachment D – Staff Time Allocation / Personnel Commitment.
- Completed Attachment E – Allowances, Alternates, Deduct Alternates, and Unit Prices.
- Proposed GMP / T&M Not-to-Exceed amount, inclusive of all costs, overhead, and profit/fee necessary to complete the Work, with a detailed breakout by cost category.
- Detailed backup for design, engineering, equipment, materials, installation, programming, commissioning, training, and closeout costs.
- Hourly rates and labor categories applicable to T&M work, additional services, or changes.
- Pricing for all requested alternates and deduct alternates.
- Clarifications, assumptions, exclusions, contingencies, allowances, and unit prices, if applicable.

#### **Tab 12 – Contract Comments**

- Specific comments or requested modifications to the draft Design-Build Agreement.
- Confirmation that no exceptions are taken if proposer accepts the draft agreement as issued.
- General reservations of rights or statements that terms will be negotiated later may be deemed non-responsive.

#### **Tab 13 – Reference Authorization and Release Form**

Provide the completed Reference Authorization and Release Form included with this RFP.

## 11. EVALUATION CRITERIA

The Owner anticipates evaluating proposals based on the following criteria, in no particular order unless weighting is provided by addendum:

- Responsiveness to the RFP.
- Relevant experience and qualifications.
- Strength of proposed team and key personnel.
- Design-Build / turnkey delivery experience.
- Technical approach and understanding of the Project.
- Schedule approach, including proposer's plan to meet the required installation window, identify long-lead items, coordinate with the broader Dobson Arena renovation, and manage schedule risks.
- Cost proposal, including Attachment B – Design-Build Cost Proposal Summary, Attachment B-1 – General Conditions / Site Cost Detail, proposed fee, markups, hourly rates, staff allocation, alternates, deduct alternates, completeness, reasonableness, value, and clarity of assumptions.
- Approach to quality control, programming, commissioning, training, warranty, and closeout.
- Contract acceptance and requested exceptions.
- References and past performance.
- Interview/work session performance, if conducted.
- Any other information the Owner determines to be relevant to the selection.

The Owner is not obligated to select the lowest cost proposal. Selection will be based on the proposal determined by the Owner to provide the best overall value and to be in the Owner's best interest.

## 12. OWNER'S RIGHTS

- Reject any and all proposals, in whole or in part.
- Waive minor irregularities or informalities.
- Request clarifications or additional information.
- Conduct interviews, presentations, or work sessions.
- Negotiate with one or more proposers.
- Cancel, suspend, or modify the RFP process.
- Modify the RFP schedule.
- Issue addenda or clarifications.
- Select the proposal deemed to provide the best overall value.
- Discontinue negotiations with a proposer and begin negotiations with another proposer.
- Decline to award a contract.

## 13. ATTACHMENTS

| Attachment     | Description                                                                                                                                               |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment B   | Design-Build Cost Proposal Summary                                                                                                                        |
| Attachment B-1 | General Conditions / Site Cost Detail                                                                                                                     |
| Attachment C   | Labor Rates / Schedule of Charges                                                                                                                         |
| Attachment D   | Staff Time Allocation / Personnel Commitment                                                                                                              |
| Attachment E   | Allowances, Alternates, Deduct Alternates, and Unit Prices                                                                                                |
| Attachment F   | Question and Response Form                                                                                                                                |
| Attachment G   | Lighting Control Shop Drawings/Project Drawings and Specifications <b><i>*To be provided directly by Populous Architects via email Newforma Link.</i></b> |
| Attachment H   | Acceptance of Conditions Statement                                                                                                                        |
| Attachment I   | Reference Authorization and Release Form                                                                                                                  |
| Attachment J   | Draft Design-Build Agreement, including AIA A141, draft Exhibit A – Design-Build                                                                          |

|              |                                                                                                  |
|--------------|--------------------------------------------------------------------------------------------------|
|              | Amendment, and draft Exhibit B – Insurance and Bonds <b><i>*To be provided via Addendum.</i></b> |
| Attachment K | Reserved / Not Used                                                                              |
| Attachment L | Responsibility Matrix                                                                            |

## 14. ATTACHMENT H – ACCEPTANCE OF CONDITIONS STATEMENT

The undersigned proposer indicates acceptance of the following conditions:

1. Proposer has reviewed the RFP, including all attachments, exhibits, reference documents, and addenda issued as of the proposal due date.
2. Proposer agrees to comply with the instructions, terms, conditions, and requirements contained in the RFP, except as specifically identified in the proposal.
3. Proposer acknowledges that the Owner may reject any or all proposals, waive informalities, request clarifications, conduct interviews, negotiate, or cancel the solicitation.
4. Proposer acknowledges that proposal preparation costs are the sole responsibility of the proposer.
5. Proposer confirms that the proposal is valid for the period required by the RFP.
6. Proposer confirms that the person signing below is authorized to bind the proposer.

Addenda Acknowledged: [List all addenda, or state "None"]

Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 15. ATTACHMENT I – REFERENCE AUTHORIZATION AND RELEASE FORM

Proposer has submitted a proposal to the Town of Vail for Design-Build Services for the Dobson Arena Show Lighting project. Proposer authorizes the Owner and Owner's Representative to perform such investigation as deemed necessary to verify proposer's qualifications, responsibility, experience, financial capability, references, and past performance.

By signing below, proposer authorizes the Owner and Owner's Representative to contact references, prior clients, consultants, contractors, vendors, and other persons or entities with knowledge of proposer's performance. Proposer releases and holds harmless the Owner, Owner's Representative, and any person or entity providing reference information from liability arising from the provision or use of such reference information.

A copy or electronic copy of this executed Reference Authorization and Release Form may be used with the same effect as an original.

Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_