#### ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT

#### **INVITATION TO BID NO. 24-DPR-ITBLW-415**

#### ADDENDUM NO. 2

Arlington County (hereinafter referred to as the "County") Invitation to Bid (ITB) No. **24-DPR-ITBLW-415** for Re-lamping Athletic Fields and Courts is amended as follows:

• ITB EXTENSION: SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY UNTIL 3:00 P.M. ON THE 20TH DAY OF FEBRUARY 2024. ALL CORRESPONDING REFERENCES TO THE BID OPENING DATE AND TIME SHALL REFLECT THIS CHANGE.

The County will conduct a virtual bid opening via Microsoft Teams Application (APP). Bidders interested in viewing the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the virtual bid opening is provided below:

Join Microsoft Teams Meeting +1 347-973-6905,,377930920# United States, New York City Phone Conference ID: 377 930 920# <u>Click here to join the meeting</u> Meeting ID: 268 269 446 083 Passcode: UYaGfE

- QUESTIONS AND ADDENDA EXTENSION: FOR A QUESTION TO BE CONSIDERED, THE QUESTION MUST BE ENTERED IN THE QUESTION SECTION OF VENDOR REGISTRY FOR ITB NO. 24-DPR-ITBLW-415 AND MUST BE SUBMITTED ON OR BEFORE 5:00 P.M. ON FEBRUARY 5, 2024.
- REVISED SECTION II. SCOPE OF SERVICES HAS BEEN REPLACED WITH REVISED SECTION II. SCOPE OF SERVICES 1 30 24 ATTACHED.
- REVISED ATTACHMENT A PRICING SHEET HAS BEEN REPLACED WITH ATTACHMENT A REVISED PRICING SHEET 1 30 24 ATTACHED.
- THE COUNTY HAS RECEIVED THE FOLLOWING QUESTIONS IN RESPONSE TO THIS RFP. QUESTIONS AND RESPONSES ARE INCLUDED BELOW.
  - <u>Question #7</u>: As a follow-up to #3, we noticed the title for the description on the price sheet Section 1 changed from, "Type (LED Light Only)" to, "Type (LED Replacement Only)". Either our question was not clear, or we don't understand the change per Addendum 1. We are asking, are we installing Metal Halide, HPS and Halogen lamps or are we installing LED lamps equivalent to the lamps described? For example, Section 1.A, Are we installing a 1500w Metal Halide lamp or a LED (light-emitting diode) lamp equivalent to a 1500w Metal Halide lamp? If the latter, we may have additional questions regarding the specifications of the material.

**Answer #7:** The LED replacement option has been removed to allow more bidders the opportunity to participate in the solicitation. The County will only require the items listed in the Revised Pricing Sheet.

Question #8: Providing sports lighting services and installations for decades and 0 intimately familiar with LED fixtures and bulbs, we are unaware of a LED bulb that will accurately and fully replace a metal halide lamp. Can the county provide the manufacture and exact catalog number of all LED bulbs requested in the IFB?

Answer #8: The LED replacement option has been removed to allow more bidders the opportunity to participate in the solicitation. The County will only require the items listed in the Revised Pricing Sheet.

Question #9: If the county requires a contractor to install material not designed for the 0 fixture (installing LED bulbs in a fixture with a reflector designed for a clear metal halide bulb) and not recommended by the fixture manufacture, can the county relieve contractors from liability when the IES minimums are not met, and a field user is iniured?

Answer #9: The LED replacement option has been removed. Therefore, the County will not relieve the awarded Contractor from any liability.

Question #10: Is the county aware installing material such as a LED bulb in a fixture 0 designed for a metal halide voids all fixture manufacturer warrantees and is a potential fire hazard?

Answer #10: Thank you for this information. The LED replacement option has been removed.

• Question #11: Do contractors have the option to refuse to install LED bulbs in a fixture designed for metal halides if the contractor deems doing so could damage the lighting system and / or degrade the lighting system output uniformity ratio, glare control so it no longer meets the lighting standards?

Answer #11: The LED replacement option has been removed. Therefore, Bidders do not have to refuse such installation.

The balance of the solicitation remains unchanged.

Arlington County, Virginia Antonino Mautino Buyer amautino@arlingtonva.us

**RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:** 

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER

FIRM NAME: \_\_\_\_

AUTHORIZED SIGNATURE: DATE:

### II. REVISED SCOPE OF SERVICES 1 30 24

#### **INTRODUCTION**

The objective of this solicitation is to establish a Contract with one (1) qualified firm to provide re-lamping maintenance, repair, and installation/replacement of sports field and courts light fixtures, light bulbs, lenses, ballasts, lighting control systems, seasonal timing systems, and electrical service enclosures (hereinafter referred to as re-lamping services) per the terms and conditions herein.

### A. <u>SERVICE REQUIREMENTS</u>

The Contractor shall furnish all necessary labor, transportation, parking fees, tool-of-the-trade including specialized equipment, and consumable supplies as required to provide re-lamping services identified herein. Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables (include but are not limited to wire nuts, bolts and fasteners, solder, tape, fuses, Ground Fault Interrupters boxes, and other consumables) are considered administrative expenses and should be included as part of the hourly rates.

The Contractor must have the equipment and qualifications to perform repairs or electrical work at heights greater than thirty-five (35) feet occasionally. Bidders shall provide on the Pricing Sheet the hourly rates for this type of work for which the County will be charged on a Time and Materials basis.

No work is authorized unless specifically approved in advance by the County Project officer or designee and unless a valid County Purchase Order is issued. Once work is authorized, the Contractor shall arrive onsite with all tools and equipment necessary to perform the maintenance and repair, and authorization has been given.

#### B. ADDITIONAL SERVICES

From time to time, the County may require "additional services" other than "per unit" services listed on the Bid Form. These additional services may include, but are not limited to, ballast repairs, setting and/or resetting timers, tracing electrical lines, etc. For additional services, the Contractor will charge the hourly rates provided on the Bid Form plus the actual cost of materials. The County will reimburse the Contractor for additional services only upon satisfactory completion of the assigned work.

The Contractor will only be paid for material used for any additional services. No allowances will be made for other materials ordered by the Contractor. The Contractor shall provide invoices from supplier(s) of the Contractor, detailing the materials provided with itemized descriptions of components and number of units used for any additional service at the time the Contractor requests payment. These invoices shall be available for review at the County's request.

In these instances, the Contractor is prohibited from submitting invoices containing charges for materials on a "cost-plus a percentage-of-cost" basis. No surcharge of any kind may be added to any supplier or sub-contractor's invoices or included in the Contractor's invoice submitted to the County. Upon completion the Project Officer will verify satisfactory completion of any work prior to the County's release of payment to the contractor. Additional services shall only be authorized by the approval of the Project Officer and after a valid County Purchase Order has been issued.

# C. MAINTENANCE AND REPAIR

The Contractor shall provide re-lamping maintenance and repairs to athletic field and court lighting systems including but not limited to contactors, coils, breakers, time clocks, switches, buss bars, wiring, ground fault locating and repair, and related work pertaining to existing field lights and their electrical supply systems. These services shall be provided on a Time and Materials basis, which will be calculated by the Hourly Rates specified on the Bid Form

# D. LIGHT BULB REPLACEMENT

Replacement Light Bulbs must be authorized/approved by project officer before installation. The price for replacement of Light Bulbs shall include the provision of new light bulbs and installation including and all necessary pole climbing whether the poles have steps or not.

The Contractor shall replace the existing light bulbs with new light bulbs within forty-eight (48) hours of work approval notification from the Project Officer and a valid County Purchase Order. If the Contractor is not able to complete the work within forty-eight (48) hours, the County may employ another firm to finish uncompleted work and charge the Contractor for any difference in cost resulting from the open market purchase. If the Contractor fails to comply with the replacement time frame on more than three (3) occasions during the contract term, the contract may not be renewed or may be terminated at the sole option of the County.

# E. <u>RE-ALIGNMENT</u>

The Contractor shall realign field lights when notified by the County. The Project Officer will provide aiming charts upon request within forty-eight (48) hours' notice. The cost of such service shall be per-pole regardless of the number of lights on the pole.

# F. <u>EMERGENCY SERVICE</u>

The Contractor shall provide emergency on-call response, repairs, testing, replacement, and installation re-lamping services on a time and materials or project basis in accordance with the pricing listed in the Bid Form. All charges for materials, parts and equipment shall be at the Contractor's cost and no additional markup. Upon request by the County, the Contractor shall provide evidence of cost of the materials. The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost. The Contractor must be present on site to oversee subcontractor work during projects.

The Contractor shall be on-call and available to provide emergency services twenty-four (24) hours per day, seven (7) days per week. When notified, the Contractor shall arrive onsite with all tools and equipment necessary to perform the repairs within two (2) hours of a request identified as an emergency or critical. Scheduling of emergency work, including the interruption of a current assignment, requires the advance approval of the County Project Officer and a valid County Purchase Order. Emergency work identified by the County Project officer or designee shall take precedence over current work.

# G. IMPROPER REPAIR AND/OR OPERATION

In the event of an equipment and/or system failure due to the Contractor, its employees, or its subcontractor's improper repair, operation, negligence, misuse or accidents, the Contractor shall arrive onsite with all tools and materials necessary to complete the repairs within one (1) business day of the County's notification. All such repairs shall be performed at Contractor's cost with no additional charges to the County.

### H. <u>REGULAR HOURS</u>

Routine maintenance or light installations shall be performed during regular working hours Monday through Friday from 7:00 AM to 4:00 PM (except for County-observed holidays). All work shall be performed during regular working hours unless indicated otherwise in this contract or expressly authorized in writing by the County Project Office or designee. It is the Contractor's responsibility to determine the hourly schedule and access availability for each area covered by this Contract. No overtime payments will be allowed for work done before 7:00 AM or after 4:00 PM when such scheduling is done at the Contractor's option.

## I. OVERTIME WORK

Overtime work applies when work to be performed on a time and materials basis outside of regular work hours is first authorized in advance and writing by the County Project officer or designee. Approved overtime work shall be paid at the overtime hourly labor rate(s) provided on the Pricing Sheet. The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer or designee and a valid County Purchase Order. Work performed outside of regular work hours without the advance approval of the Project Officer and a valid County Purchase order and for the Contractor's convenience shall be paid for at straight-time hourly labor rate(s) only.

### J. <u>ESTIMATES</u>

The County at its discretion may require a written estimate for work on a Time and Materials basis prior to the contractor's starting an assignment.

### K. ADDITIONAL EQUIPMENT REQUIREMENTS

Standard tools of the trade and trade consumables shall be available to the Contractor's personnel from their service vehicle(s). If the project assigned requires the use of equipment and/or services not covered by this contract or normally associated with the provision of re-lamping services, the estimated costs of the additional equipment and/or services shall be identified by the Contractor to the County in advance or scheduling the work. If the County accepts the use of additional equipment and/or service, the Contractor will be reimbursed only for the actual amount of the cost of such equipment and/or services. The County reserves the right to have others provide the additional equipment and/or services.

#### L. LIAISON TO COUNTY

The Contractor shall provide to the County the name and telephone number of a designated Contractor employee who shall be responsible for inquiries relating to job progress, scheduling, and purchases.

#### M. LIGHT SPILLAGE AND LIGHT POLLUTION

The Contractor shall be knowledgeable about light spillage and light pollution pertaining to ball field lights and work with County staff to minimize the occurrence of such incidents.

## N. CONTRACTOR'S PERSONNEL

**CONTRACT MANAGER** - The Contractor shall assign a qualified individual to serve as the Contract Manager. The Contractor shall identify to the County the Contract Manager within ten (10) calendar days of Contract award. The Contract Manager shall be experienced in project management; supervision of employees; knowledgeable in all aspects of re-lamping; have the ability to troubleshoot problems and issues quickly and be able to consult with the County Project Officer or designee about remedies. The Contracts Manager's main office of operation shall be located within seventy-five (75) miles of the Arlington County Courthouse.

The Contract Manager shall report to the County's Project Officer for communication, coordination and evaluation of inspection, testing, and maintenance services and for quality control. The Contract Manager shall serve as the single point of contact with the County for work assignments and problem resolution.

The Contract Manager shall meet with the County Project officer for progress meetings at the County Project Officer's request. The Contract Manager hours are not billable and shall be considered Contractor overhead.

**ELECTRICIANS** - The Contractor shall provide an as-needed basis Electricians who currently hold an active Journeyman or master Electrician tradesman certification through the Virginia Board for Contractors. Evidence of stated certification shall be made available to the County upon request at any time. Electrician shall have a State of Virginia Electrical Journeyman license with a minimum of 15 years of related ball field experience. Electricians must be capable of climbing wooden, metal and concrete poles. The Contractor shall employ at all times during the Contract term at least three (3) Journeyman Electricians and one (1) Master Electrician that are readily available to perform work under this Contract.

**ELECTRICIAN HELPER** - The Contractor shall provide an Electrician Helper to assist the Electrician on an asneeded basis. The Electrician Helper shall be capable of providing assistance to the journeyman or master Electrician; have a minimum of one (1) year's exposure to the electrical craft; be able to work with basic tools of the trade and be able to independently perform basic electrical tasks. The Contractor shall employ at all times during the Contract term at least four (4) Electrician Helpers that are readily available to perform work under this Contract.

# O. COUNTY'S RIGHT TO STOP WORK

The County reserves the unilateral right to cancel any job assigned in progress if the Contract, in the opinion of the County Project Officer or designee, is not performing work at a satisfactory pace or fails to perform work in a professional manner commensurate with accepted trade and safety standards. If a job is canceled the County will reimburse the Contractor for all work performed and all reasonable quantities of materials delivered to the site prior to the time of cancellation. The County reserves the right to contract for completion of such work with another vendor.

## P. SPECIAL TERMS AND CONDITIONS

**TRAFFIC MANAGEMENT** - The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by all Contract work. The Contractor must provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current <u>Virginia Department</u> of Transportation (VDOT) standards. At least one Contractor employee at each site where traffic control is required shall be a VDOT certified flagger trained on Basic Work Zone Traffic Control.

**EQUIPMENT ACCESSIBILITY** - The Contractor shall provide the means and methods to access all electrical equipment included in this Contract. This includes, but is not limited to, ladders and scissors lifts (manlifts). Cost for access shall be considered Contractor overhead and shall not be charged separately.

**ROOF SAFETY** - The Contractor shall follow all applicable federal, state, and local safety requirements and regulations for roof safety.

**SAFETY WORK PLAN** - The Contractor shall provide a safety work plan to the County Project Officer or designee for all work requested unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval at the beginning of the contract with the initial schedule and separately at County's request for any project work prior to the start of work.

**QUALITY CONTROL PLAN** - The Contractor shall provide a quality control plan to the County Project Officer or designee for all work requested unless otherwise directed by the County Project Officer or designee. This plan shall be submitted for approval at the beginning of the contract with the initial schedule and separately at County's request for any project work prior to the start of work.

# Q. METHOD OF MEASURING PERFORMANCE

The performance of the Contractor will be measured throughout the term of the Contract by consideration of the following performance criteria:

- Adherence to the contract requirements.
- Provision of appropriately certified and trained personnel as required in Section CONTRACTOR'S PERSONNEL.
- Provision and adherence to the approved schedules for time-and-material and project work.
- Number of call-backs to correct malfunctions/failures.
- Response to requests for work as provided for in the Scope of Work.
- Performance of services within accepted industry standards and codes.
- Adherence to contractual requirement for onsite response for emergency work and routine service calls.
- Performance of services within the time prescribed within accepted industry standards and codes.
- Contract Manager's ability to evaluate performance and effectively communicate and/or report to the County's Project Officer as required in Section CONTRACTOR'S PERSONNEL.

## R. SERVICES FOR OTHER COUNTY AGENCIES

This Contract is extended to other County Agencies. If other Agencies make use of this Contract, a separate Purchase Order ("PO") must be issued by that Agency. All project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Agency issuing the PO.