

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

| | | |
|---|----------------------|---|
| TO: | DATE ISSUED: | October 30, 2015 |
| MULTIPLE VENDORS (see vendors list attached) | CURRENT CONTRACT NO: | 16-048-ITB |
| | CONTRACT TITLE: | DES – Electrical Preventive Maintenance & Repair |
| | PRIOR CONTRACT NO: | |

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on September 24, 2015. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on October 31, 2020.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 16-048-ITB and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO CONTRACTOR'S BID FORM (ATTACHED)
- 2) PRICING FIRM UNTIL OCTOBER 31, 2017. OPTIONAL PRICE INCREASE THEREAFTER BASED ON JULY CPI-U

ATTACHMENTS:

- 1) SPECIFICATION EXCERPT
- 2) CONTRACTORS' BID FORMS

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

| | | |
|--------------------------------------|----------------|--------------------------------|
| COUNTY CONTACT: <u>Tsehay Martin</u> | TELEPHONE NO.: | <u>703-228-7593</u> |
| | EMAIL ADDRESS: | <u>cmartin1@arlingtonva.us</u> |

CONTRACT AUTHORIZATION

DISTRIBUTION



Krystyna Hepler, CPPB
Procurement Officer

10/30/2015
Date

| | |
|-------------|---|
| VENDOR: | 1 |
| BID FOLDER: | 2 |

VENDORS' LIST
Contract No. 16-048-ITB

PRIMARY AWARD

Markem Inc.
44218 Wade Drive, Suite G
Chantilly, VA 20152
James N. Loudin, Jr.
Tel. 703-327-6100
markem@markemelectrical.net

SECONDARY AWARD

Lighting Maintenance Inc.
832A Oregon Avenue
Linthicum, MD 21090
Hilary Yoder
Tel. 877-279-7373
hilary@lightingmaintenance.com

SPECIFICATIONS EXCERPT

BACKGROUND

The County is responsible for the maintenance and repairs of all electrical components and systems in various County-owned and leased locations throughout Arlington County. The scope of services covers the contract requirements for a qualified Contractor to provide electrical maintenance, repair, and installation services which may include leased locations.

PROJECT JOB ORDER ASSIGNMENT PROCESS

County agencies or offices intending to use this Contract shall follow the process described below. No single project assignment under this Contract shall exceed a total value of \$250,000 (proposal price plus contingency).

The County will award the contract to a Primary Contractor (the lowest bidder), and may name the second lowest bidder a Secondary Contractor.

Projects not exceeding \$10,000 will be assigned to the Primary Contractor, unless they are not able to perform the work within the timeframes required by the County, or do not respond within thirty-six (36) hours of the County's request.

For projects over \$10,000, the County will request a written lump sum amount quotation for the project from both Contractors. The Contractors shall submit their written lump sum quotation using the current contract rates within thirty-six (36) hours following the receipt of a request from the County Project Officer. The low bidder for the project will receive the assignment.

SCOPE OF SERVICES

A. The following are examples of anticipated electrical work under this Contract.

1. MAINTENANCE AND REPAIR EXAMPLES

- a. The restoration of service, the repair to electrical systems and other work necessary to correct an electrical system problem.
- b. Providing electrical service to electrical equipment such as air conditioners and other electrical equipment where the equipment has been provided by the County.
- c. Adding and replacing existing lighting fixtures and electrical outlets in a County owned/leased facilities.
- d. Providing new electrical service to a building, or a room within a building.
- e. Relocate existing lights/fixtures in a room or within a building.

2. REPLACEMENT AND INSTALLATION EXAMPLES

- a. Replacing or installing entire lighting systems in a room or portion of a building rather than expanding existing lighting systems or fixtures.
- b. Complete re-wiring of a room or portion of a building rather than adding outlets, fixtures or new lines to an existing system.

- c. Providing and installing electrical power for ceiling circulation fans or exhaust fans or other air handling equipment.
- d. Providing and installing automatic transfer switches and other component of an electrical generation system.

B. SERVICE REQUIREMENTS:

The Contractor shall furnish all necessary labor, transportation, parking fees, tools-of-the-trade including specialized diagnostic testing equipment, consumable supplies as required to provide comprehensive electrical services identified herein. The Contractor shall provide emergency on-call response, repairs, testing, replacement, and installation electrical 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.

No "portal to portal" charges, fuel surcharges or miscellaneous fees are permitted under the contract.

Work shall be completed on a time and materials or project basis using the Contract labor rates submitted in the Bid Form in accordance with procedures outlined in Paragraphs J. WORK TICKETS & WORK ORDERS and K. PROJECT WORK. The Contractor shall provide the parts and materials at cost with 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. Work is not authorized unless specifically approved in advance by the County Project Officer and supported by issuance of a Purchase Order ("PO").

Proposals for any new and corrective work performed on time and materials or project basis under this Contract are capped at \$500,000.00. The County reserves the right to issue separate solicitations for projects of any dollar value, if, in its own discretion, the County determines that it would be in the best interest of the County.

Any projects of total (proposal price plus contingency) value of more than \$250,000.00 must obtain prior approval of Arlington County Board.

The County may, at its option and sole discretion, provide materials or fixtures to the Contractor for installation by the Contractor at the contract unit prices.

Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables (including, by way of illustration and not limitation, lubrication, solder, caulking, tape, wire nuts, fasteners, gases, and other consumable items) are considered administrative expenses. These shall be included as part of the hourly rates bid.

C. WORK TICKETS & WORK ORDERS (Work less than \$5,000)

For time and material work estimated at less than \$5,000, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets indicating the Work Order number issued by the County. The Contractor's employees shall validate their time and material work through sign-off on the Work Ticket by the County Project Officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County's acceptance of any work performed during the visit or the amount of labor hours charged to the job. Upon completion of the work, the Contractor's employees shall submit the Work Ticket to the Project Officer, or designee along with the invoices, for final review and approval.

The County will reimburse the Contractor for time spent on the job only. Travel time between jobs, time

spent in obtaining additional supplies or equipment (other than the minimal time necessary to obtain supplies from an on-site truck) shall be at the Contractor's expense. On the job time shall commence when the Contractor's personnel arrive at the site and report to the County Project Officer in charge of the assignment. Time of arrival and departure shall be indicated on the Contractor's work tickets.

The Contractor shall at the County's request submit a written proposal to be approved and accepted by the County Project Officer or designee for all projects with cost estimates exceeding \$2,500. No work shall be performed without a prior written authorization of the County Project Officer AND an approved County Purchase Order.

The Contractor shall provide a daily update to the County Project Officer or designee of all completed and open work orders.

The maximum amount of work done under a work order shall not exceed \$5,000.

D. PROJECT WORK (Work greater than \$5,000)

The Contractor shall submit a formal proposal for all inspection, testing, maintenance, repair, replacement, and installation services whose anticipated cost exceed \$5,000 or otherwise requested by the County. The Contractor's proposal shall be based strictly on the Contract Labor Rates listed on the Bid Form, and on the actual cost for materials used to complete the work. The proposal shall indicate the cost for the work, all the necessary materials and the associated labor each as a separate line item. Upon acceptance of the proposal by the County Project Officer or designee, the County will issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the approved PO and an official written notice to proceed authorized by the County Project Officer or designee. The County reserves the right to solicit additional cost proposals or issue separate bid(s) for any such project work. At the County's request, the Contractor shall perform project work on a time and materials basis.

Proposals for work performed under this Contract are capped at \$250,000.00 (proposal price plus contingency).

The County reserves the right to require submission of Payment and Performance Bonds for any project work under this Contract.

E. SUBCONTRACTOR WORK

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. Contractor must be present on site to oversee subcontractor work during projects.

F. IMPROPER REPAIR AND/OR OPERATION:

In the event of an equipment and/or system failure due to the Contractor's improper repair, improper operation, negligence, misuse or accidents caused by the Contractor's employees including subcontractors, or as a result of actions of the Contractor's employees, including subcontractors, the Contractor shall arrive onsite with all tools and materials necessary to complete the repairs within two (2) hours of the County's notification. Such repairs shall be performed at Contractor's cost with no additional charge to the County.

G. ON-CALL SERVICE

Emergency work requests will be assigned to the Primary Contractor, unless they are not able to perform the work, or do not respond within the timeframes specified below.

The Contractor shall provide twenty-four (24) hours per day seven (7) days per week three-hundred

sixty-five (365) days per year on-call and emergency repair services. 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 and shall arrive onsite with all tools and equipment necessary to perform the repairs within twenty-four (24) hours for routine service requests. On-call repair services shall be completed on a time and materials basis using contract unit prices. No work is authorized unless specifically approved in advance by the County Project Officer or designee and unless a valid County Work Order/Purchase Order is issued.

The Contractor shall be able to receive requests via telephone and by e-mail. The County uses an automated monitoring system. The Contractor shall respond to e-mails defined as a critical alarm sent through the automated system within the timeframe specified for emergency repair services.

If the Contractor is unable to or fails to respond within the required time frame, the County reserves the right to obtain the service elsewhere. If the Contractor is unable to or fails to respond within the required time frame on two (2) or more occasions during any three (3) month period, the County may, in its own discretion, terminate the contract.

H. WORK HOURS

Regular work hours are defined as 7:00 a.m. to 5:00 p.m., Monday through Friday, except weekends and 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 Officer 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 5:00 pm when such scheduling is done at the Contractor's option.

I. OVERTIME WORK

Work authorized in advance in writing by the County Project Officer or designee to be performed on a time and material basis outside of regular work hours shall be paid at the overtime hourly labor rate(s) provided on the Bid Form. The Contractor shall not perform overtime work for any reason without the advance approval of the County Project Officer or designee. Work performed outside of regular work hours without the advance approval of the Project Officer or for the Contractor's convenience shall be paid for at straight-time hourly labor rate(s) only.

J. CHECK-IN AT SITE AND SIGN-OFF

The Contractor's employees shall check in and out with the County's Facilities Management Bureau Hotline (703-228-4422) during any work at a County facility to allow for proper notification to County staff at various sites.

THE CONTRACTOR'S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422)
AND INFORM THE DISPATCHER IN ADVANCE OF
THEIR TIME OF ARRIVAL AT THE COUNTY FACILITY.

K. MATERIALS AND WORKMANSHIP

All equipment, parts and materials used or furnished under this Contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of used parts or materials is prohibited. Prior approval of the County Project Officer or designee is required on a case-by-case basis when rebuilt parts are proposed for use.

The Contractor understands and agrees that payment to the Contractor for materials used in the performance of any work under this contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited. All charges for materials for all Contract work shall be at the Contractor's cost.

L. GUARANTEE

The Contractor shall guarantee all parts/materials and workmanship for a period of one (1) year or the manufacturer's warranty period, whichever is longer. Any repeated repairs/corrections for the same reason or problem within this time period shall be made at no cost to the County. The Contractor guarantee shall commence upon final County payment for that specific project, item, or task.

M. LICENSES AND PERMITS

The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this Contract. The Contractor shall be responsible for providing all necessary formal notices required in conjunction with the lawful execution of the work under this Contract.

N. ADDITIONAL EQUIPMENT REQUIREMENTS

Standard tools of the trade and trade consumables shall be available to the Contractor's personnel from their service vehicle. If the project assigned requires the use of equipment and/or services not covered by this contract or normally associated with the provision of electrical repair and maintenance services, the estimated costs of the additional equipment and/or services shall be identified in the Contractor's written proposal for the job. If the County accepts the use of additional equipment and/or services, 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.

O. CONTRACTOR'S PERSONNEL

1. 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 electrical systems and components; have the ability to troubleshoot problems and issues quickly, and be able to consult with the County Project Officer or designee about remedies. The Contract 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, Contractor cost proposals, 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.

2. PROJECT MANAGER

The Contractor shall provide project management on an as-needed basis. The Project Manager shall be responsible for project coordination of installation, repair, and replacement projects. The coordination tasks shall include, but not be limited to: scheduling, ordering and delivery of equipment and materials, project oversight, coordination, and close-out (i.e. checklist, start-up, warranty, etc.). A Project Manager may only be charged for project work over \$25,000. No overtime charges will be

allowed for Project Manager's work.

3. ELECTRICIANS

The Contractor shall provide on 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. Each Electrician must have at least five (5) years of experience in the electrical field.

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.

4. ELECTRICIAN HELPER

The Contractor shall provide an Electrician Helper to assist the Electrician on an as-needed 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.

Contractor's personnel, including the supervisor(s), who perform work in the facilities covered by the Contract, shall wear clean company uniform and safety shoes. The company name shall appear on the uniform. The supervisor may wear dress clothes and dress shoes and shall display a name tag with the supervisor's name and company name.

The County reserves the right to reject any of Contractor's service personnel, who, in the County's sole judgment, are not adequately qualified or present themselves professionally to perform the work, and require the Contractor to replace them with qualified personnel.

P. PAYMENT FOR CONTRACT SERVICES

The Contractor's invoice shall reflect the total amount of billing, supported by the appropriate work tickets clearly itemized and identified by each site. All work tickets shall include the County's Purchase Order or Work Order Number.

Payments for work performed by the Contractor and accepted by the County Project Officer or designee will be made by the County to the Contractor upon completion of service and submission by the Contractor of a proper and correct invoice with all associated documentation attached. For large projects, submission of monthly invoices is allowed. Invoices submitted without work tickets and associated work order numbers shall not be paid and shall be returned to the Contractor. The Contractor may submit electronic and legible copies of the inspection/testing reports in lieu of hardcopies if approved by the County Project Officer.

Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. No "portal to portal" charges, fuel surcharges or miscellaneous fees are permitted under the contract.

Q. TIMELY COMPLETION OF WORK

The Contractor shall proceed diligently to complete the work during regular working hours without interruption, except for scheduled lunch breaks. The County will deduct from Contractor's invoices any charges for time spent by the Contractor's crew on extended lunch breaks or other breaks.

Scheduling of priority work, including the interruption of a current assignment, requires the advance approval of the County Project Officer. Emergency work identified by the County Project Officer or designee shall take precedence over current work.

R. COUNTY'S RIGHT TO STOP WORK

The County reserves the unilateral right to cancel any job assigned and in progress if the Contractor, 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.

S. SPECIAL TERMS AND CONDITIONS

1. 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 Virginia Department 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.
2. 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 (man-lifts). Cost for access shall be considered Contractor overhead and shall not be charged separately.
3. ROOF SAFETY: The Contractor shall follow all applicable federal, state, and local safety requirements and regulations for roof safety.
4. MATERIAL DISPOSAL: The Contractor shall be responsible for proper disposal of all waste and shall remove all trash and waste produced by service. Disposal shall be in accordance with all applicable local, state, and federal regulations. The Contractor shall not dispose of any materials in County-owned or operated refuse devices and/or equipment (i.e. trash cans, dumpsters, etc.).
5. 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.
6. CODES AND STANDARDS: All work performed under this Contract shall be in strict accordance with all applicable codes, industry standards, and County Standards. Should permits for any work performed by the Contractor be required by Arlington County, the Contractor shall prepare, submit, and obtain approval and the permit from the County. The Contractor shall be responsible for all permit fees.
7. 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.

T. JUSTICE CENTER BACKGROUND CHECK AND SECURITY REQUIREMENTS

All Contractor personnel anticipated to work in the Courthouse facility must obtain background check clearance from the Arlington County Sheriff's Office to access the Justice Center. Personnel who successfully pass the background check must attend a one-day Arlington County Sheriff's Office security class in order to be allowed to work in the Arlington County Detention Facility (ACDF) and Courthouse buildings. The one day training session provided by the Sheriff's Office will include, but will not be limited to, required onsite security protocols, responsibilities and compliance with the Prison Rape Elimination Act (PREA) as specified in 28 CFR Part 115 of the Federal Registry. All personnel shall also be required to attend an annual one day security/PREA refresher training. The Contractor shall not be reimbursed for time required for ACDF security trainings.

When entering or performing work at the ACDF, any and all Contractor's personnel carrying tools and replacement parts shall carry such tools and replacement parts in a locked tool bag or mobile tool cart with lockable drawers/doors. In addition, the Contractor shall ensure that each tool bag or mobile toll cart has a current (daily) inventory of the list of tools, replacement parts and any hazardous materials or products contained in the bag or mobile cart prior to entering and leaving the ACDF.

U. 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:

1. Failure to adhere to the contract requirements.
2. Failure to provide appropriately certified and trained personnel as required in Section T. CONTRACTOR'S PERSONNEL.
3. Failure to Provide and adhere to the approved schedules for time-and-material and project work.
4. Number of call-backs to correct malfunctions/failures.
5. Failure to respond to requests for work as provided for in the Scope of Work.
6. Failure to perform services within accepted industry standards and codes.
7. Failure to adhere to contractual requirement for onsite response for emergency work and routine service calls.
8. Failure to perform services within the time prescribed within accepted industry standards and codes. Excessive time to complete work on three (3) or more jobs within a three (3) month period, may result in termination of the Contract by the County for default.
9. Contract Manager's failure to evaluate performance, provide quality control, and effectively communicate and/or report to the County's Project Officer as required in Section T. CONTRACTOR'S PERSONNEL.
10. Failure to follow all applicable local, state and federal standards regarding confined space entry and material disposal.

V. 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.

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-048-ITB

BID FORM

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 24, 2015

FOR PROVIDING ELECTRICAL REPAIR, MAINTENANCE AND INSTALLATION SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

1. HOURLY LABOR RATES

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE, INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

| POSITION | REGULAR HOURLY RATE | OVERTIME RATE (Work before 7:00am and after 5:00pm, weekends and holidays) |
|--------------------|---------------------|--|
| Project Manager | \$ 42.87 | |
| Electrician | \$ 42.87 | \$ 64.31 |
| Electrician Helper | \$ 20.15 | \$ 30.23 |

BIDDER NAME: Markem Inc.

2. MANDATORY QUALIFICATION REQUIREMENTS:

In addition to the completed and properly executed Bid Form, Bidders must provide the following information with their bids. Bids submitted without this documentation, or bids submitted by bidders who do not meet these requirements, may be subject to rejection:

- A. Resumes and certifications of the staff to be assigned to work on County property under this contract, as below:
 - a. Resume of one (1) Master Electrician demonstrating 5 years of experience in the electrical field. A copy of the Master tradesman certification from the Virginia Board of Contractors.
 - b. Resumes of three (3) Journeyman Electricians demonstrating 5 years of experience in the electrical field. Copies of the Journeyman tradesman certifications from the Virginia Board of Contractors for each of them.
 - c. Resumes of four (4) Electrician Helpers demonstrating 1 year of experience in the electrical field.

- B. At least five (5) references for similar work, all of which must be within the past three (3) years. Only commercial or governmental references will be accepted as meeting this requirement. Include contact name, phone number and e-mail address of the contact person, the organization name, dates of service and a brief description of the work performed. Invalid phone numbers and/or e-mail addresses will not be considered a valid reference.

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

- Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

BIDDER NAME: Markem Inc

State the specific reason(s) why protection is necessary:

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

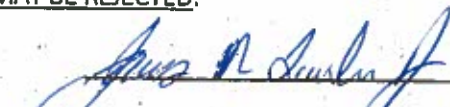
CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: James N. Loudin Jr
ADDRESS: 44218 Wade Drive, Suite G
Chantilly, Va 20152
E-MAIL: markem@markemelectrical.net

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE: 
PRINT NAME AND TITLE: James N. Loudin Jr. President

BIDDER NAME: Markem Inc

BID FORM, PAGE 4 OF 6

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID AND THE CONTRACT, IF AWARDED (I.E. PROJECT MANAGER):

NAME (PRINTED): James M. Loudin Jr. TITLE: President

E-MAIL ADDRESS: markem@markemelectrical.net TEL. NO.: 703-327-6100

| | | | |
|---|-----------------|--------------------------------------|--|
| SUBMITTED BY: (LEGAL NAME OF ENTITY) | | <u>MARKEM INC</u> | |
| ADDRESS: <u>44218 Wade Drive, Suite G</u> | | | |
| CITY/STATE/ZIP: <u>Chantilly, Va 20152</u> | | | |
| TELEPHONE NO: <u>703-327-6100</u> | | FACSIMILE NO: <u>703-327-1660</u> | |
| VA. CONTRACTOR LICENSE #: <u>2705026725</u> | | | |
| THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u> <input checked="" type="checkbox"/> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP | | | |
| IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? | | | <u>Yes</u> |
| IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: | | <u>0436053-3</u> | |
| ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED | | | |
| IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? | | | <u>NO</u> |
| BIDDER STATUS: | MINORITY OWNED: | WOMAN OWNED: | NEITHER: <input checked="" type="checkbox"/> |

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE

PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN WASHINGTON COUNCIL
OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of a bidder's bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The Issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

Continued on next page

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION

- ___ Alexandria, Virginia
- ___ Alexandria Public Schools
- ___ Alexandria Sanitation Authority
- ___ Arlington County, Virginia
- ___ Arlington County Public Schools
- ___ Bladensburg, Maryland
- ___ Bowie, Maryland
- ___ Charles County Public Schools
- ___ College Park, Maryland
- ___ Culpeper County, Virginia
- ___ District of Columbia
- ___ District of Columbia Courts
- ___ District of Columbia Public Schools
- ___ District of Columbia Water and Sewer Authority
- ___ Fairfax, Virginia
- ___ Fairfax County, Virginia
- ___ Fairfax County Water Authority
- ___ Falls Church, Virginia
- ___ Fauquier County Schools and Government, Virginia
- ___ Frederick, Maryland
- ___ Frederick County, Maryland
- ___ Gaithersburg, Maryland
- ___ Greenbelt, Maryland
- ___ Herndon, Virginia
- ___ Leesburg, Virginia
- ___ Loudoun County, Virginia
- ___ Loudoun County Public Schools
- ___ Loudoun County Sanitation Authority
- ___ Manassas, Virginia
- ___ City of Manassas Public Schools
- ___ Manassas Park, Virginia
- ___ Maryland-National Capital Park and Planning Commission

YES/NO JURISDICTION

- ___ Metropolitan Washington Airports Authority
- ___ Metropolitan Washington Council of Governments
- ___ Montgomery College
- ___ Montgomery County, Maryland
- ___ Montgomery County Public Schools
- ___ OmniRide
- ___ Prince George's County, Maryland
- ___ Prince George's Public Schools
- ___ Prince William County, Virginia
- ___ Prince William County Public Schools
- ___ Prince William County Service Authority
- ___ Rockville, Maryland
- ___ Spotsylvania County Schools
- ___ Stafford County, Virginia
- ___ Takoma Park, Maryland
- ___ Upper Occoquan Sewage Authority
- ___ Vienna, Virginia
- ___ Virginia Railway Express
- ___ Washington Metropolitan Area Transit Authority
- ___ Washington Suburban Sanitary Commission
- ___ Winchester, Virginia
- ___ Winchester Public Schools

BIDDER'S LEGAL NAME:

MARKEM INC

DATE OF BID:

09/24/2015

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-048-ITB

BID FORM

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., ON SEPTEMBER 24, 2015

FOR PROVIDING ELECTRICAL REPAIR, MAINTENANCE AND INSTALLATION SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

1. HOURLY LABOR RATES

HOURLY RATES INCLUDE THE PROVISION OF ALL THINGS NECESSARY FOR PERFORMING REPAIRS, INSPECTION, AND MAINTENANCE, INCLUDING BUT NOT LIMITED TO, LABOR, TOOLS, TRANSPORTATION TO, FROM AND BETWEEN JOBS, PARKING, TOOLS-OF-THE-TRADE, MEANS FOR ACCESS, AND CONSUMABLE SUPPLIES.

| POSITION | REGULAR HOURLY RATE | OVERTIME RATE (Work before 7:00am and after 5:00pm, weekends and holidays) |
|--------------------|---------------------|--|
| Project Manager | \$ 55.00 | |
| Electrician | \$ 65.00 | \$ 85.00 |
| Electrician Helper | \$ 29.00 | \$ 40.00 |

BIDDER NAME: Lighting MAINTENANCE INC.

2. **MANDATORY QUALIFICATION REQUIREMENTS:**

In addition to the completed and properly executed Bid Form, Bidders must provide the following information with their bids. Bids submitted without this documentation, or bids submitted by bidders who do not meet these requirements, may be subject to rejection:

- A. Resumes and certifications of the staff to be assigned to work on County property under this contract, as below:
 - a. Resume of one (1) Master Electrician demonstrating 5 years of experience in the electrical field. A copy of the Master tradesman certification from the Virginia Board of Contractors.
 - b. Resumes of three (3) Journeyman Electricians demonstrating 5 years of experience in the electrical field. Copies of the Journeyman tradesman certifications from the Virginia Board of Contractors for each of them.
 - c. Resumes of four (4) Electrician Helpers demonstrating 1 year of experience in the electrical field.

- B. At least five (5) references for similar work, all of which must be within the past three (3) years. Only commercial or governmental references will be accepted as meeting this requirement. Include contact name, phone number and e-mail address of the contact person, the organization name, dates of service and a brief description of the work performed. Invalid phone numbers and/or e-mail addresses will not be considered a valid reference.

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

LIST OF REFERENCE / ENTIRE PAGE

BIDDER NAME: LIGHTING MAINTENANCE INC.

State the specific reason(s) why protection is necessary:

FUTURE BIDS,

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: HILARY YODER
ADDRESS: 832A OREGON AVENUE
LINTHICUM, MD 21090
E-MAIL: HILARY@LIGHTINGMAINTENANCE.COM

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED.

AUTHORIZED SIGNATURE: 
PRINT NAME AND TITLE: HILARY YODER, PRESIDENT

BIDDER NAME: LIGHTING MAINTENANCE INC.

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID AND THE CONTRACT, IF AWARDED (I.E. PROJECT MANAGER):

NAME (PRINTED): HILARY YODER TITLE: PRESIDENT
 E-MAIL ADDRESS: HILARY@LightingMAINTENANCE.com TEL. NO.: 877-279-7373

| | |
|---|---|
| SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>Lighting MAINTENANCE Inc.</u> | |
| ADDRESS: <u>832A OREGON AVENUE</u> | |
| CITY/STATE/ZIP: <u>Linthicum, MARYLAND 21090</u> | |
| TELEPHONE NO: <u>877-279-7373</u> | FACSIMILE NO.: <u>877-279-7374</u> |
| VA. CONTRACTOR LICENSE #: <u>2705032746</u> | |
| THIS FIRM IS A: • INSERT NAME OF STATE <u>MARYLAND</u> <input checked="" type="checkbox"/> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP | |
| IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? <u>YES</u> | |
| IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: <u>F124136-5</u> | |
| ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED | |
| IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? <u>NO</u> | |
| BIDDER STATUS: | MINORITY OWNED: <input type="checkbox"/> WOMAN OWNED: <input checked="" type="checkbox"/> NEITHER: <input type="checkbox"/> |

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE

PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF THE METROPOLITAN WASHINGTON COUNCIL
OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE

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BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION

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- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
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- Charles County Public Schools
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- Culpeper County, Virginia
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- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water and Sewer Authority
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools and Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia
- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park and Planning Commission

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- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
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- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

BIDDER'S LEGAL NAME:

Lighting MAINTENANCE INC.

DATE OF BID: 9/24/15