

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

NOTICE OF AWARD OF CONTRACT

TO:

PRIMARY: HUNT CONSULTING, LLC 9015 MAIER RD., STE B LAUREL, MD 20723	DATE ISSUED: MAY 1, 2017
SECONDARY: LIGHTING MAINTENANCE, INC 832 OREGON AVE., STE A LINTHICUM, MD 21090	CURRENT REFERENCE NO: 17-201-ITB CONTRACT TITLE: LIGHTING RETROFIT SERVICES PRIOR REFERENCE NO: 599-12L

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.

The above referenced contract is awarded in accordance with the responses submitted on April 12, 2017. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on APRIL 30, 2019.

The County may authorize continuation of the Agreement from MAY 1, 2019 to APRIL 30, 2022.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 17-201-ITB and the bids of the Contractors, incorporated herein by reference.

CONTRACT PRICING:

REFER TO BID FORMS ATTACHED  
PRICING FIRM UNTIL APRIL 30, 2019. POSSIBLE PRICE ADJUSTMENTS  
THEREAFTER BASED ON JANUARY CPI-U

ATTACHMENTS:

CONTRACTORS' BID FORMS  
SPECIFICATIONS EXCERPT

EMPLOYEES NOT TO BENEFIT:

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


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HUNT CONSULTING CONTACT: HENRY HUNT	VENDOR TEL. NO.: 301-674-8262
E-MAIL: <a href="mailto:hhunt@huntconsulting.net">hhunt@huntconsulting.net</a>	VENDOR FAX. NO.: 301-490-3833
LIGHTING MAINTENANCE CONTACT: HILARY S. YODER	VENDOR TEL. NO.: 877-279-7373
E-MAIL: <a href="mailto:hilary@lightingmaintenance.com">hilary@lightingmaintenance.com</a>	VENDOR FAX. NO.: 877-279-7374
COUNTY CONTACT: TSEHAY C. LIGHTFOOT	COUNTY TEL.NO.: 703-228-7593
E-MAIL: <a href="mailto:tlightfoot@arlingtonva.us">tlightfoot@arlingtonva.us</a>	

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CONTRACT AUTHORIZATION

DISTRIBUTION

  
Krystyna Hepler, CPPO, CPPB  
Assistant Purchasing Agent

5/18/2017  
DATE

BID FOLDER: 1

## SCOPE OF SERVICES

### 1. SCOPE OF WORK

The Contractor shall provide all supervision, labor, tools, equipment, transportation, and permits required for the complete and satisfactory performance of various types of lighting retrofit projects (primarily electrical tasks).

Work assignments will range in size as needed. The minimum work assignment will be a one-half (1/2) day assignment (four (4) hours) for one (1) person. The County reserves the right to combine work orders requiring the same trade(s) and general location to achieve the minimum work assignment.

Work assignments may include, by way of illustration and not limitation, projects such as:

- Removal and proper disposal of existing incandescent or compact fluorescent exit light fixtures, furnishing and installing LED exit light fixtures as replacements throughout a building (or several buildings);
- Replacement of conventional wall switches with occupancy sensors in all meeting rooms throughout a building, as part of a whole-building lighting retrofit;
- Relocation of existing ceiling fixtures to optimize illumination of a space, consistent with retrofitting those fixtures for improved energy efficiency;
- Removal and proper disposal of entire ceiling light fixtures (which may contain fluorescent ballasts containing PCBs) in older buildings, furnishing and installing energy-efficient replacement fixtures, ballasts, and lamps;
- Removal and proper disposal of dozens of magnetic ballasts powering HID metal halide fixtures indoors, furnishing and installing electronic ballasts as replacements;
- Group relamping of all fluorescent tubes in a building by floor or throughout the building, or group relamping of existing T8 fluorescent fixtures with linear LED tubes suitable for use with electronic ballasts;
- Removal and proper disposal of magnetic ballasts and T12 lamps from existing fixtures and installation of electronic ballasts and T8 lamps in the same fixtures throughout an office, floor, or entire building;
- Removal and proper disposal of existing incandescent fixtures from non-industrial hi-bay ceilings, furnishing, and installing energy efficient replacement fixtures, ballasts, and lamps (such as high output fluorescent or compact fluorescent luminaires).

In addition to the above, the Contractor may be requested to provide lighting installation or retrofits as part of a broader building renovation or repair project.

All work shall be performed in accordance with plans, specifications, any applicable codes and regulations, or directions provided by the County Project Officer. Quality of work shall conform to the generally accepted standards of the building industry. All work is subject to inspection by the County Project Officer prior to acceptance and payment.

The Contractor will often be required to perform the work in occupied buildings and spaces. The Contractor shall conduct their work in such a way as to minimize disruption, inconvenience or safety of building occupants.

The County may require the Contractor to coordinate the work of other trade services (e.g. plumbing, electrical, painting, mechanical, etc.) These trade services may be performed by other County contractors or County maintenance staff. The County may request the Contractor to provide a Project Manager coordinate and integrate the services of all trades involved in the project at the labor rates specified on the Bid Form. When another County contractor is utilized on a project, the Contractor will not be required to select or procure these trades services; payment for these trades services will be made directly by the County to the other contractor.

Work time shall commence when the personnel arrive at the work site and report to the County Project Officer in charge of the assignment. Work shall be continuous until completion.

The County reserves the right to solicit additional cost proposals or issue separate bid(s) for any work covered under this Contract.

## 2. WORK HOURS

Work under this contract shall be performed during normal business hours, between 7:30 a.m. and 5:00 p.m., Monday through Friday, except for County holidays. Work performed outside these normal business hours shall only be at the direction and specific authority granted in writing by the County Project Officer, and will be paid a time and one-half rates.

Written approval of overtime by the Project Officer shall be included on the current day's work ticket prior to the start of overtime work. Failure to obtain written approval in advance will result in payment of straight-time rate only.

## 3. CODES AND STANDARDS

Work performed under this contract shall comply with all applicable codes, regulations, and industry standards. The Contractor shall obtain all applicable permits and inspections. The cost for such permits and inspections shall be included in the proposal for each assignment.

## 4. PROJECT JOB ORDER ASSIGNMENT PROCESS

County departments intending to use this Contract will follow the process described below. No single project assignment under this Contract shall exceed a total value of \$250,000 without prior County Board authorization. The County may request additional Payment and Performance Bonds for any projects exceeding \$250,000.00.

**Assignments of all projects under \$25,000 will be made to the lowest responsive responsible Bidder (Primary Contractor), as identified on the County's Notice of Award, provided that the Primary Contractor is able to perform the work within the time period specified by the County. If the Primary Contractor is unable to meet the County's time requirements, the next lowest responsive responsible ranked Bidder (Secondary Contractor) will be contacted.**

For assignments of any projects estimated to cost more than \$25,000, both Contractors will be required to attend a pre-proposal meeting, and shall submit a written proposal to the County, based on contract labor rates, within five (5) calendar days of the pre-proposal meeting. The assignment will be made to

the Contractor who can meet the County's time requirements and is proposing the lowest cost for the project.

The following documentation will be required of the Contractor after County's work request:

- a. For assignments of projects estimated to cost under \$5,000, the Contractor shall provide a verbal quotation to the County Project Officer, based on contract labor rates, within twenty-four (24) hours from request.
- b. The Contractor shall provide to the County Project Officer a written proposal for assignments over \$5,000, and change orders for assignments over \$5,000, within five (5) days of request. Such proposal shall include:
  - i. Types and number of electricians, helpers, and laborers.
  - ii. Itemized hourly contract labor rates for electricians, helpers, and laborers.
  - iii. Itemized list and quantity of any materials to be reimbursed. The Contractor shall obtain approval from the County Project Officer prior to ordering materials.
  - iv. Project schedule expressed in number of days after receipt of the work request. Include time for acquisition and delivery of materials and subcontractor assistance.

For each subcontractor used in the work, the Contractor shall:

- i. Identify the subcontractor.
  - ii. Provide either a percentage or dollar amount of the total work to be performed by the subcontractor.
  - iii. Provide the dollar amount to be paid to the subcontractor.
- c. Upon acceptance of the proposal by the County Project Officer or designee, the County shall issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without the receipt of the PO.

Payment for all work under \$25,000 shall be on a time and material basis. If the Contractor determines during the work progress that the actual cost of the work will exceed the initial estimate by more than 10%, the Contractor shall notify the County Project Officer within twenty-four (24) hours, and obtain approval to complete the work assignment. If the Contractor continually underestimates assignments by 10% or more during the Contract Term, the Contract shall be subject to termination. The term "continually," for the purpose of this specification shall mean more than three (3) incidents of underestimating in excess of 10% during any ninety (90) day period.

## 6. INVOICES

- a. The Contractor shall submit an itemized invoice after the completion of the Work, no partial payments will be allowed. Change orders associated with assignments shall be based on time and material rates as listed in the Contract and so itemized on the invoice.
- b. Invoices shall be submitted to the County Project Officer who initiated the Purchase Order covering the assignment, within thirty (30) days of the completion of the assignment. The invoice shall contain a legible description of work performed; identify location where the work was performed; identify the Contract Labor Rates and their quantity charged (for time and materials projects under \$10,000 and change orders for assignments over \$10,000); and show the applicable County Purchase Order number.
  - i. Invoices for work performed on a time and materials basis must be clearly itemized to reflect all materials and labor (by class) charged to the project.
  - ii. Invoices for work performed over \$10,000 shall be submitted for a lump sum price as quoted in the initial proposal.
- c. All work tickets must be approved by the County Project Officer in charge of the assignment before final invoices are submitted for payment. The original approved work ticket(s) shall be attached to the final invoice.
- d. The County will issue payments to the Contractor upon completion and acceptance of the work by the County Project Officer, and receipt of a correct invoice. The County will reimburse the Contractor for time spent on the work site only. Mobilization, 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) and preparing estimates shall be at the Contractor's expense. No "portal to portal" charges or fuel surcharges are permitted under this contract. These are considered administrative expenses and shall be included in the hourly Contract Labor Rates bid.

## 7. CONTRACT RATES

The Contractor understands and agrees that payment to the Contractor for work under this Contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited.

- a. Contract Labor rates shall include all tools and incidental materials normally used by the respective trades, transportation costs to and from the work site, mobilization and parking. The labor rates shall only apply to actual time at the work site. The rates shall include overhead, general supervision, mobilization, administration and all other costs associated with the work.
- b. Rental of specialty equipment or tools, or vehicles not included in the Bid Form shall be subject to prior approval by the County. The County will reimburse the Contractor only for the actual cost of such approved equipment.
- c. The cost of materials provided to the County will be reimbursed to the Contractor in the following manner:

- The County will reimburse the Contractor, on completion and acceptance of each assignment, only for those materials actually used in the performance of such assignment. Contractor's request for payment shall, at the discretion of the County, be supported by invoices issued by the supplier(s) of the Contractor, detailing the materials used on the assignment. No surcharge shall be added to the supplier(s) invoices or included in the Contractor's invoice submitted to the County which would increase the dollar amount indicated on the supplier(s) invoices for the materials used on the assignment. All incidental costs of the Contractor, including profit, which may apply to the assignment shall be included in the Contract hourly labor rates unless otherwise provided for in the Contract.
- Originals or certified copies of all supplier(s) invoices and/or price lists used in calculating the assignment cost shall be provided to the County on forty-eight hours' notice if the County desires to verify the Contractor's invoice.
- The County may, at its sole option and discretion, provide materials to the Contractor for installation by the Contractor at the contract unit prices for labor.

#### 8. WORK TICKETS AND WORK ORDERS

The Contractor shall document the work through daily work tickets in the Contractor's format. Work tickets shall, at a minimum, contain the following information:

1. Issued Work Order number, provided by the County Project Officer or designee (For time and material work less than \$5,000); Project location - building name and address;
2. Date work performed;
3. Number and types of craftsmen (separately identify number and type of subcontractor craftsmen) and hours worked;
4. Materials used;
5. Rental equipment (if any); and
6. Subcontractor(s).

All work tickets pertaining to the work must be signed by the Project Officer, or designee at the building, and submitted together with the invoice at the completion of the assignment. 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.

#### 9. RESPONSE TIME

Assignments under \$25,000 - the Contractor shall commence work within five (5) working days after receipt of work order, unless approved otherwise by the Project Officer.

Assignments in excess of \$25,000 - the Contractor shall commence work within ten (10) working days after receipt of the work order, unless approved otherwise by the Project Officer.

The County Project Officer, in their sole discretion, may direct a later starting time.

#### 10. CONTROL OF WORK, EMPLOYEES AND SUBCONTRACTORS

The Contractor shall perform the work in accordance with all applicable industry standards and workmanship practices. The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. All Contractor employees shall be uniformed or otherwise neatly attired with appropriate employment identification displayed, Contractor employees are prohibited from wearing Arlington County uniforms or logos. The Contractor's supervisory employees must be able to effectively speak, read and write in the English language. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

Labor and materials which are necessary in the performance of the work, but which are not specifically referred to in the specifications or shown in the drawings, shall be furnished by the Contractor at its own cost and expense. Such work and materials shall correspond with the general character of the work as determined by the County, whose decision as to the necessity for and character of such work and materials shall be final and conclusive.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and subcontractors. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The County shall have the right to reject Contractor personnel that the County feels are unqualified to perform the work.

The Contractor shall be responsible for all costs of repair work caused by improper operation, negligence, misuse or accidents caused by the Contractor's employees, including subcontractors. If any equipment warranty is invalidated due to Contractor's negligence in providing certified service technicians as required, the Contractor shall be responsible for any ensuing costs.

#### 11. COORDINATION WITH CONTRACTORS AND COUNTY PERSONNEL

The Contractor shall not unduly interfere with the performance of work by other contractors or County personnel and shall coordinate its' efforts to minimize interruption to other projects adjacent to the work.

The Contractor shall permit other contractors reasonable opportunity to store their materials and perform their work. The Contractor shall immediately notify the County if work done by a separate contractor is defective or so performed as to prevent the Contractor from performing the work.

#### 12. SUBCONTRACTORS

The Contractor shall identify in its assignment proposal all subcontractors to be utilized in the work. For any subcontractors not listed in the bid, the Contractor shall furnish to the County the name, address, phone number of the subcontractor(s).

The Contractor shall not engage the services of any subcontractor to whom the County has made an objection to. Upon notification of rejection by the County, the Contractor shall, with promptness, provide the County with a substitute subcontractor and the project price shall be increased or decreased accordingly.

### 13. 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) to allow for proper notification to County staff at the 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.**

### 14. UNUSUAL EQUIPMENT REQUIREMENTS

Standard tools of the trade and trade consumables shall be available to Contractor's personnel from their service vehicle. If the work assignment requires the use of equipment or services not covered by this contract and not normally associated with such services; the costs of the additional equipment and services shall be identified in the Contractor's proposal for the assignment. If the equipment or services are provided by the Contractor, the charge to the County shall not exceed charges paid by the County for such services and equipment available under existing County contracts for such services or equipment. The County, in its own discretion, may elect to have others perform such work.

### 15. WORK SITE MAINTENANCE AND CLEAN-UP

The Contractor shall protect all surface areas, equipment, fixtures, hardware and other items that may be affected by the work being performed. The Contractor shall compensate the County for repair of damage to any property due to the Contractor's negligence. The County may deduct the cost of repairing such damage from any amount due to the Contractor.

The Contractor shall provide and maintain barricades, signs and other site protection as necessary. All tools and loose materials shall be safely secured and contained in an orderly manner at the end of each working day.

Upon completion of a project, and at such time as directed by the Project Officer, the Contractor shall remove and legally dispose off-site of all trash generated by the work assignment, and remove all Contractor-provided tools, excess materials and equipment.

### 16. MATERIALS AND WORKMANSHIP

All 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 is required on a case-by-case basis when rebuilt parts or materials are proposed for use.

### 17. 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 the 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 interruption of a current assignment, requires the advance approval of the Project Officer. Priority work identified by the County Project Officer or designee shall take precedent over current work.

### 18. METHOD OF MEASURING PERFORMANCE

The performance of the Contractor will be measured during the Contract Term using at least the following criteria:



- a. Response time on assignment projects; refer to paragraph 9, "RESPONSE TIME";
- b. Timely completion of projects;
- c. Frequency of under-estimating in excess of 10% of original price quoted;
- d. Ability to provide work within industry quality standards;
- e. Ability to perform services with or without the aid of blueprints;
- f. Ability to effectively manage employees working on assignment(s) to ensure their productive use of time.

#### 19. COUNTY'S RIGHT TO STOP WORK

The County reserves the right to cancel any assignment if the Contractor, in the opinion of the County Project Officer, does not progress at a satisfactory pace, or fails to perform in a professional manner commensurate with accepted trade and safety standards. If an assignment 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 may then contract for completion of work with another vendor and may initiate contract termination procedures.

#### 20. LAMP AND BALLAST SPECIFICATIONS

All new ballasts shall meet the following characteristics:

High-efficiency, low-watt design (0.77-0.78 Ballast Factor)

Low harmonic distortion ( $\leq 10\%$  THD)

High power factor ( $\geq 0.98$  PF)

Independent lamp operation capability, such that other lamps continue to operate when one or more lamps fail.

For fixtures in rooms or spaces with conventional on/off toggle switching, ballasts shall have instant-start ignition. For fixtures in rooms or spaces with occupancy sensors, ballasts shall have rapid-start ignition. Exceptions to these specifications on a case-by-case basis only with expressed written permission by the County Project Officer.

All new T8 linear fluorescent lamps shall meet the following characteristics:

Medium bi-pin base

Nominal 32-wattage (FTC lamp label)

Temperature: 4100 K

High color rendering, Color Rendering Index (CRI)  $\geq 76$

Lumens (mean) rating  $\geq 2600$

Rated life (hrs)  $\geq 20,000$  hrs

Low-mercury (TCLP-compliant)

Exceptions to these specifications on a case-by-case basis only with expressed written permission by the County Project Officer.