

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

INVITATION TO BID NO. 23-DES-ITB-164

ADDENDUM NO. 1

Arlington County (hereinafter referred to as the "County") Invitation to Bid (ITB) for Lighting Retrofit Services is amended as follows:

- **PURSUANT TO SECTION III, AGREEMENT AND CONTRACT TERMS AND CONDITIONS OF THE ITB, SECTION 67, CONTRACTOR PERFORMANCE EVALUATION, ARE CHANGED AS FOLLOWS:**

CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer. See sample Contractor Performance Evaluation form. Attached here as 'ATTACHMENT 2.'

- **THE COUNTY HAS RECEIVED QUESTIONS IN RESPONSE TO THIS ITB. QUESTIONS AND RESPONSES ARE INCLUDED AS ATTACHMENT 1.**

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Rebecca Kirby
Purchasing Officer

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

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 1.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

**Arlington County - Traffic Signal and ITS Equipment
ITB Questions and Answers**

	Questions	Answers
1	Section VI B. 5 & 7. Please confirm that clear LED modules are needed as opposed to tinted.	Confirmed
2	Article 6, Section B, Number 4 - Signal Heads - Do you want the signal hanger assembled onto the 5-section cluster signal head only and not the 3, 4, Hawk or 5-section inline signal heads?	According to Article 6, Section B, Number 4: Signal heads ordered with mounting hardware shall come fully assembled with all the necessary wiring installed and terminated.
3	Page 52, Section VI, Traffic Signals and Mounting Equipment Part C - Mounting Equipment & Hardware, Number 5. Please confirm all span wire mounting hardware shall be powder coated bronze of iron with ss hardware. We have not supplied bronze previously.	Confirmed
4	Page 52, Section VI, Traffic Signals and Mounting Equipment Part C - Mounting Equipment & Hardware, Number 2 (wiring) - this statement sounds as if it is geared toward the contractor rather than the supplier. Please clarify	To clarify this is for side mount hardware where a terminal bar is required in the hardware itself. The wiring mentioned is from the hardware terminal bar to the signal head terminal bar.
5	Will the County allow for price adjustment given the volatile supply chain (above the Producer Price Index, Table 9, not Seasonally Adjusted "PPI") if proper documentation is provided?	The contract pricing is fixed for the base term. Upon additional optional renewals, the Contractor will have access to price increases indicated in the contract documents.
6	Will the County allow for longer lead times after placing an order given the volatile supply chain?	The lead times outlined in the solicitation are considered typical. If there are special circumstances that necessitate a longer lead time, there are mechanisms to request an extension outlined in the contract. The project officer will determine whether a longer lead time for an order is allowable.
7	Item #18 states that the contractor is responsible to remove and legally dispose of off-site packing materials. Please clarify this further.	This addresses the situation where the distributor may have packing materials that need to be disposed of following assembly of components.
8	In Section V of the price list (Medeco), Item #4, please provide the exact size and model of Cam lock being asked for in the bid documents.	We do not have the model number for the cam lock that is needed. Please bid in such a manner that the order may be fulfilled with the Medeco XT cam Lock that the County designates at a later time.
9	In Section V of the price list (Medeco), Item #5, The RIM and Mortise Cylinders are two different products. Please add a line on the price list and also provide the exact size and model of each being asked for in the bid documents.	Please include a combined price for both items for this item.

**Arlington County - Traffic Signal and ITS Equipment
ITB Questions and Answers**

Questions	Answers
10 In Section V of the price list (Medeco), Item #7, Please provide model or specs on the specific Medeco XT Intelligent Key Cabinet including the number of keys to be stored being asked for in the bid documents.	This shall be the 32 Key Medeco IKC.
11 In Section V of the price list (Medeco), Item #8, Please provide model or specs on the specific Medeco XT Remote Programming Device being asked for in the bid documents.	This device is listed as the Medeco XT Remote Programming Devive in the Medeco XT catalog and it does not appear that a variety are offered.
12 Traffic Signals and Mounting Equipment: VI, B, 1,4 and 6- Is the requirement to have the mounting hardware assembled to the signal when ordering with the signal on the same purchase order? If so, are vendors to provide additional line-item pricing that separate the signals when ordered with or without hardware, assembled and not unassembled? Will this apply to pedestrian signals?	No the pricing should include assembly if the hardware is ordered with the signal heads. Yes this shall include the pedestrian head assemblies.
13 Does Arlington require Cap or Tunnel Visors for Vehicle signals?	Cap Visors
14 Are Egg Crate diffusers (visor) acceptable for pedestrian signals?	Yes Egg Crate visors are preferred
15 Traffic Signals and Mounting Hardware: Are backplates to be assembled with the signals when ordered with the signals and hardware?	Yes
16 Lead Times: 4, a and b: Currently, lead times are unpredictable due to the manufacturer's accessibility of raw materials and components for Traffic Signal Equipment in general, will the 30 day or 45 day lead time requirement be extended?	The lead times outlined in the solicitation are considered typical. If there are special circumstances that necessitate a longer lead time, there are mechanisms to request an extension outlined in the contract. The project officer will determine whether a longer lead time for an order is allowable.
17 Section 65 – Insurance Requirements, part d.) Professional/Miscellaneous Errors & Omissions (page 32): Professional services are often associated with the requirement for professional licensure. As a result, this insurance is costly. As an equipment bid only, suppliers will not be engaged in professional services nor are professional services required. Claims made under this coverage would most likely be denied due a failure to meet this minimum standard. Will the County consider removing this requirement entirely?	There are two main factors that Arlington County determined this insurance is necessary; 1) technical support services - where the County relies on the vendor's knowledge and expertise to either train or assist County staff, and 2) equipment that is delivered to the County (<u>and now owned by the County</u>) falls on the responsible vendor to pick up repair or replace.

**Arlington County - Traffic Signal and ITS Equipment
ITB Questions and Answers**

Questions	Answers
18 Section 65 – Insurance Requirements, part h.) Inland Marine – Bailee’s Insurance (page 32): It is extremely unlikely that the value of equipment in the care, custody, or control of the contractor would be in the magnitude of \$200,000 per occurrence. Additionally, because returned equipment has a clear chain of care, custody and control, we feel the County can exercise claims against the contractor without the existence of this coverage. Will the County consider removing this requirement entirely?	Arlington County determined this insurance and value to be necessary.

ARLINGTON COUNTY GOVERNMENT
Contractor Performance Evaluation Form

Contractor Name: _____ Contract No.: _____

Date: _____ Project/Contract Name: _____

Interim Evaluation ____ Final Evaluation ____

Scope of Work/Services Provided:

Contract Start Date: ____/____/____ Contract End Date: ____/____/____ Actual Completion Date: ____/____/____

Please rate the effectiveness of the Contractor's performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below "satisfactory" or an "excellent" in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor's workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

____ Unacceptable ____ Poor ____ Satisfactory ____ Excellent ____ N/A

2. Problem Solving and Decision Making

Rate the Contractor's ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

____ Unacceptable ____ Poor ____ Satisfactory ____ Excellent ____ N/A

ATTACHMENT 2

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

Unacceptable Poor Satisfactory Excellent N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

Unacceptable Poor Satisfactory Excellent N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

Unacceptable Poor Satisfactory Excellent N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

Unacceptable Poor Satisfactory Excellent N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

Unacceptable Poor Satisfactory Excellent N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

Unacceptable Poor Satisfactory Excellent N/A

ATTACHMENT 2

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

12. Level of Overall Performance

___ Unacceptable ___ Poor ___ Satisfactory ___ Excellent ___ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor’s performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator’s/Project Officer (PjO) Signature: _____ Date: _____

Evaluator’s (PjO) Printed Name _____ Evaluator’s Title: _____

Contractor’s signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____ Title _____

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

ATTACHMENT 2

Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.	

END