

REQUEST FOR PROPOSALS FOR
SYSTEMWIDE DYNAMIC MESSAGE SIGN SYSTEMS

ISSUING OFFICE

**Pennsylvania Turnpike Commission
Intelligent Transportation System/Traffic Department**

RFP NUMBER

13-40110-4050

DATE OF ISSUANCE

March 1, 2013

REQUEST FOR PROPOSALS FOR

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PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for furnishing, coordinating with Construction Contractors for installation support, integration, testing and acceptance, and training for completely functional Dynamic Message Signs (DMS) systems for upcoming construction projects throughout the Mainline and other approach highways.

I-2. Issuing Office. This RFP is issued for the Commission by the Intelligent Transportation System/Traffic Department.

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

I-4. Problem Statement. Throughout the transportation operations industry, the use of DMS to provide motorists with real-time traveler and emergency information has proved to be a valuable asset. In that regard, the Commission has an aggressive deployment plan for DMS throughout the system. The anticipated quantity of DMS, along with the commitment to maximize the functional uptime of these systems, has resulted in the need to streamline procurement and minimize maintenance efforts moving forward. The intent of this Contract is to acquire the services of a Proposer to furnish, coordinate with Construction Contractors to support the installation, integration, facilitate the testing and acceptance, and train Commission staff on the completely functional DMS systems for upcoming construction projects throughout the Mainline and other approach highways.

The Commission reserves the right to procure DMS through other Contracts in its best interests during this Contract duration.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a deliverable-based, unit price contract. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposer.

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period, the use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I-9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturndpike.com with RFP **13-40110-4050** in the Subject Line to be received no later than **12:00 PM local time on Friday, March 15, 2013**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **12:00 PM local time on Tuesday, April 2, 2013**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in five (5) hard copies of the Technical Submittal and five (5) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, **one complete and exact copy of the entire proposal (Technical and Cost, along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format.** The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix C to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 120 days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717-986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Proposals will be limited to 30 pages (not including appendices) not smaller than 12pt. Times New Roman font, 8 ½ x 11 inch page size (larger pages are allowed for figures, cut sheets or tables, but they must be folded into the overall proposal and used sparingly.)

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that "trade secrets" and "confidential proprietary information" are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both "trade secrets" and "confidential proprietary information" as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to "confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either 'commercial' or 'financial' and is privileged or confidential, and the disclosure **would** cause substantial competitive harm." (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records' website at www.openrecords.state.pa.us.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer's request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Issuing Office will provide coordination with upcoming construction contracts for scheduling, delivery, and training efforts. The Issuing Office will also provide accommodations for training at Commission facilities.

I-21. Cost Submittal. The cost submittal (Appendix D) shall be placed in a **separately sealed envelope** within the sealed proposal and kept separate from the technical submittal.

I-22. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end three (3) years from the Effective Date. However, the Commission reserves the right to negotiate unit pricing after year three (3) and request up to two (2) one-year extensions. The Commission shall fix the Effective Date after the contract has been fully executed by the Proposer and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-23. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

I-24. Insurance.

A. General Insurance Requirements

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Commission; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any Commission projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the Commission, original certificates of insurance signed by the representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract Commercial General Liability Insurance, Business Auto Liability Insurance, Professional Liability Insurance (if applicable), Pollution Liability Insurance (if applicable), and Workers' Compensation and Employers Liability Insurance at the same limits required of Professional Service Contractor.

3. All insurance required herein, with the exception of the Professional / Errors and Omissions Liability Insurance shall be written on an “occurrence” basis and not a “claims-made” basis. For Professional Liability “claims-made” coverage:
 - a. The retroactive date must be on or prior to the start of work under this contract; and
 - b. The Subcontractor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of three years – the required completed operations period.
4. The Commission, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor’s liability (General Liability, Automobile Liability and Umbrella Liability insurance) insurance program with respect to the liability arising out of the Contractor’s work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must also state this. This coverage should be provided, along with evidence of such coverage, for a period of two years after completion of the project.
5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.
6. Insurance provided to the Commission as specified herein shall be primary and non-contributory.
7. No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor’s Surety (if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
8. Any deductibles or self-insured retention’s of (\$10,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to Commissions written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor’s insurer(s) shall be the sole responsibility of the Professional Service Contractor.
9. All insurance companies shall have an AM Best’s rating of A- or better and be licensed to do business in the State of Pennsylvania.
10. There shall be no liability upon the Commission, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Commission in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Commission.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a. The Contractor and subcontractors waive all rights of recovery against the Owner and all the additional insured’s for loss or damage covered by any of the insurance maintained by the contractor or subcontractor.

- b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.

12. Any type of insurance or any increase in limits of liability not described above which the contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

B. Professional Service Contractor Liability Insurance Requirements

- The Professional Service Contractor shall purchase the following insurance coverage’s for the minimum limits specified below or required by law.
 - **Commercial General Liability** insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 personal and advertising injury;
 - \$2,000,000 general aggregate; and
 - \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- Coverage is to be provided by the standard Commercial General Liability insurance policy (“Occurrence Form”);
- General aggregate limit applying on a per project/ location basis;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract;
- Liability arising from the explosion, collapse or underground (XCU) hazards (If Applicable)
- Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insured’s as set forth in these Insurance Requirements).
- **Business Auto Liability** insurance with a minimum limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
 - Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage
 - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
- **Workers’ Compensation** insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage; **employer’s liability** insurance with minimum limits of:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease; and

\$1,000,000 policy limit for bodily injury by disease.

1. Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.
2. United States Longshore & Harbor Workers Act Coverage, where applicable; and
3. Maritime Coverage under the Jones Act, where applicable.

- **Professional Liability:** Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$1,000,000.

- **Umbrella Liability or Excess Liability** insurance with minimum limits of:

\$5,000,000 per occurrence;
\$5,000,000 aggregate for other than products/completed operations and auto liability; and
\$5,000,000 products/completed operations aggregate.

Policy to apply excess of the Commercial General Liability (following form, Per Project / location), Commercial Automobile Liability and Employers Liability Coverage.

- **Pollution Liability (If Applicable)** Insurance

- Occurrence/Claims Made Limit: \$1,000,000 per project
- Insurance to be maintained for the duration of the work for a period of two years thereafter
- No Exclusions for Silica, Asbestos or Lead.
- Include Mold Coverage for full policy limit of liability.

- **Watercraft and Aircraft Liability (If Applicable):** If contractor utilizes any owned, used, leased, hired or borrowed watercraft or aircraft to complete their work in accordance with this Contract, the coverage shall be maintained.

Minimum Limits of Liability:

\$2,000,000 Per Occurrence

\$2,000,000 Aggregate

C. Indemnification

The Contractor shall protect, defend, indemnify and hold harmless the Commission, and their agents and employees from and against all liability (including liability for violation of any law or any common law duty), claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, any Subcontractor, Sub-subcontractor(s), anyone direct or indirectly employed by any of them or anyone for whose acts any

of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder.

In any and all claims against the Commission or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an additional appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to **Part II-1 through II-9** hereof; and (ii) Cost Submittal, in response to **Part II-10** hereof.

Proposers are required to provide a bid for all items included within the contract. It is not the Commission's intent to procure DMS equipment from multiple vendors.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the services required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

II-4. Prior Experience. Include experience in design, the manufacture, integration, testing, commissioning and training for DMS. The Proposer must submit information on contracts/subcontracts performed over the past five (5) years for organizations (commercial, state, local, Federal, etc.) involving similar or related services. The Proposer shall submit no more than 10 contract/subcontract descriptions for the entire proposed team (Proposer plus any subcontractors/engineers) with a minimum of five (5) contracts within North America of which at least two (2) supplied full color DMS. The Proposer must submit this information on the most recently completed contracts/subcontracts or on-going contract/subcontracts that are at least three (3) months into the period performance. The following information must be provided:

- Customer name, address, and telephone number.
- Technical office point(s) of contact (name, telephone number, and email address).
- Contracting/Business office point(s) of contact (name and telephone number).
- Contract name and number, if applicable.

- Date of contract award and period of performance.
- Type of procurement (Low-bid Construction, D-B RFP, Sole Source, etc).
- The total number of DMS supplied, access type, size and LED Color.
- Start/End dates of Contract. Identify if the contract was completed early, late, or on-time.

II-5. Personnel. Include the number, and names where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. For this project, the Proposer must include the following individuals:

- Project Manager - This person will serve as the Proposer's primary Point of Contact for each DMS through testing and acceptance. This person is also responsible for the coordination of all training for Commission staff. Document the experience of this individual to demonstrate a minimum of three (3) projects and five (5) years successfully managing ITS projects/procurements of similar size and content.
- Lead Field Technician – This person will serve as the field technician that will work with the Construction Contractor to ensure the proper installation and configuration of the DMS on-site. This person will also be responsible for conducting on-site testing as well as supporting the ITS Contractor during systems acceptance testing. Provide assurances that this person will be located in a sufficient proximity to PTC facilities or able to travel to be able to meet all scheduling requirements as specified. Document the experience of this individual to demonstrate a minimum of three (3) projects and five (5) years successfully supporting the installation of DMS.
- Customer Service Representative – This person will serve as the point of contact for the Commission following the acceptance of each DMS. The Customer Service Representative will handle maintenance, service, and technical inquiries throughout the warranty period and life of the contract. Document the experience of this individual to demonstrate a minimum of two (2) years' experience in the DMS industry.

Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document, educational background and experience in which each team member will be providing their expertise i.e. project management, database engineering, software engineering, etc. Indicate the responsibilities each will have in this project and how long each has been with your company.

Identify any major subcontractors you intend to use and the services they will perform. Where subcontractors are named, include information regarding their role, personnel to be provided, and through resumes or similar documents, their educational background and experience. Indicate the responsibilities each will have in this project and how long each has been with the named subcontractor.

II-6. DMS Technical Information. Technical information on each of the four (4) types of DMS being procured through this RFP should be provided by the Proposer within the proposal to demonstrate the ability to meet the functional objectives and specifications required by the special provisions. No cost data is to be included with the DMS Technical Information. DMS Technical Information should highlight those areas in which the Proposer's system exceeds the minimum technical requirements provided in Appendix B, and how that will be of additional value to the Commission.

II-7. Training. The Proposer will provide up to two (2) training sessions per DMS type during the contract period. The training will consist of separate trainings for operators, supervisor/management/system administrators, and maintenance supervisors. The first of the two (2)

sessions per DMS type will occur before final acceptance of the corresponding DMS type. The training will be digitally recorded and provided to the Commission within two (2) weeks of this training.

II-8. Commitment to Diversity and Inclusion. The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. The utilization of disadvantaged, minority and women-owned businesses are encouraged and will be considered a factor in the evaluation determination.

If further information is desired concerning DBE/MBE/WBE participation, direct inquiries to the Pennsylvania Turnpike Commission's Contracts Administration Department by calling (717) 939-9551, Extension 4241.

II-9. Appendices. The following appendices are required to be included with the proposal:

- a. DMS Technical Submittal – This should include detailed information including cut sheets and equipment manuals that demonstrates in detail that the supplied equipment meets or exceeds all Minimum Technical Requirements.
- b. DMS Standard Shop Drawings – Provide standard shop drawings for each sign type that shop typical wiring, installation, and attachment details.
- c. DMS Testing Plans – Provide complete testing plans for Factory and Stand Alone test in accordance with Special Provisions in Appendix A.
- d. Training Plan – Provide complete Training Plan in accordance with Special Provisions in Appendix A.
- e. Recommended Spare Parts List - Provide complete list in accordance with Special Provisions in Appendix A, as well as additional items, as indicated, to ensure 95% uptime of DMS devices.
- f. Additional Appendices may be provided if the Proposer feels that the additional information will provide added value to the bid. These additional Appendices should be referenced and described within the proposal document.

There is no page limit associated with the Appendices; however, the Proposer is encouraged to be economical in their preparation.

II-10. Cost Submittal. The information requested in this section shall constitute your cost submittal. **The Cost Submittal (Appendix D) shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal.**

Proposers should **not** include any assumptions in their cost submittals. If the Proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other

component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Proposer's total cost must be broken down but not limited to the following components:

- a. Completed Proposer's Bid Sheet (Appendix D) to provide Type 1, 2, 3, and 4 DMS.
 - i. Each DMS Unit price should include all items for a complete and operational system including (but not limited to) the following costs: DMS display, DMS controller, power supply, delivery, acceptance testing and associated cabling; Reference Section IV-2 for approximate DMS quantities.
 - ii. The unit cost to provide one pole and ground mounted control cabinet.
 - iii. The unit cost to provide one (1) session (eight (8) hours) of training to Commission staff. (As previously noted, the Proposer should anticipate at least two (2) sessions of training for each of the four (4) required sign types).
 - iv. A predetermined amount of \$5,000 for a Project Collaboration System license fee.
- b. Completed component prices for Miscellaneous Items. This information will be utilized by the Commission to procure additional spare parts and services from the Proposer in the future. This information will include the following:
 - i. The unit cost to provide one (1) additional year of warranty for each of the four (4) required sign types above and beyond the required first year of warranty. This additional warranty may be requested by the Commission at a later time.
- c. Spare Parts (Appendix D)
 - i. The unit cost for common spare parts for each of the four (4) required sign types, as identified in Appendix A.
 - ii. The additional Recommended Spare Parts to maintain a system uptime of 95% for each sign type.
- d. Commitment to Diversity and Inclusion (in response to Part II-8 and III-4.f) – In the space provided in Appendix D, provide the utilization of D/M/WBE firms expressed in terms of percentage of contract amount and/or total dollars committed.

Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

a. DMS Technical Information. Emphasis here is on the ability of submitted equipment to meet or exceed the technical specifications listed in Appendix B. In addition, testing plans and submitted spare parts will be evaluated in relation to the requirements identified in the Special Provisions in Appendix A. This is also the area where any additional added value identified by the Proposer will be evaluated.

b. Prior Experience. This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recentness of projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.

c. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured

by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.

d. Cost. While this area will be a factor, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

e. Soundness of Approach. Emphasis here is on the techniques for sequence and relationships of major steps, and methods for managing the supply and delivery of DMS for multiple projects. Of equal importance is whether the DMS design is completely responsive to all written technical requirements contained in the RFP.

f. Commitment to Diversity and Inclusion (D/M/WBE) Participation. This refers to the inclusion of D/M/WBE firms, as described in Part II-8, Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified D/M/WBE firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

a. General. The objective of this contract is to acquire the services of the Proposer to furnish, coordinate with Construction Contractors for installation support, integration, facilitate testing and acceptance, and perform training for completely functional Dynamic Message Signs (DMS) for upcoming construction projects throughout the Mainline and on other approach highways.

b. Specific. The Proposer will provide new, fully functioning and completely debugged DMS, as well as the required support services. The four (4) DMS types will be as follows:

- Type 1 - Full Matrix, Full Color, Freeway Size, Walk-in Access, LED Display, three (3) lines, 15 Characters per line, 18" Characters;
- Type 2 - Full Matrix, Full Color, Arterial Size, Front Access, LED Display, three (3) lines, 12 Characters per line, 12" Characters;
- Type 3 - Full Matrix, Full Color, Arterial Size, Front Access, LED Display, three (3) lines, 11 Characters per line, 12" Characters; and
- Type 4 - Full Matrix, Full Color Arterial Size, Front Access, LED Display, three (3) lines, 13 Characters per line, 12" Characters.

IV-2. Nature and Scope of the Project. The Pennsylvania Turnpike is a key transportation route within the Commonwealth of Pennsylvania and a vital link in the roadway network of the eastern United States. The Turnpike is 536 miles in length with 55 fare collection facilities, 22 service plazas and two (2) traveler information centers, 20 maintenance facilities, eight (8) State Police Barracks, and five (5) tunnels. The use of DMS to provide motorists with real-time traveler and emergency information has proved to be a valuable asset. In that regard, the Commission has an aggressive deployment plan for DMS throughout the system over the next years. The proposed Systemwide DMS Procurement will enable the Commission to streamline procurement of this valuable system over numerous construction projects and minimize maintenance efforts moving forward.

Through individual purchase orders, the Proposer will supply the DMS to the Commission's Highspire Facility, or other pre-identified construction project location, for installation on separate construction contracts administered by the Commission. The Proposer will also provide the specified support services for each DMS. The Commission reserves the right to purchase said DMS under separate contract, as determined by the Commission, in its best interests.

The Commission is in the process of procuring designers for four (4) DMS projects to purchase approximately 30 Freeway DMS (Type 1) and 90 Arterial DMS (made up of an unknown combination of Type 2, 3 and 4). The following are a list of the anticipated projects with approximate quantities of DMS.

- Mainline (I-76; I-476)
 - DMS West MP 10 to 75; 17 Freeway DMS
 - DMS Northeast MP A42 to A129; approximately 13 Freeway DMS
- Off-system (all roads/highways leading up to an interchange)

- DMS East Pre-entry MP 286 to A130; approximately 45 Arterial DMS
- DMS West Pre-entry MP 12 to 201; approximately 45 Arterial DMS

The Commission does not guarantee the purchase of the quantities of DMS listed above. These quantities are approximations and are subject to change based on final design, field requirements and design schedule.

IV-3. Requirements.

a. Minimum Proposer Requirements: The Proposer shall have a minimum of three (3) years' experience designing, constructing, installing, testing and training staff in the manufacture and delivery of full-color LED DMS technology. The Proposer shall submit references including applicable projects and contracts in the past five (5) years. The DMS shall be manufactured in an ISO 9001 certified facility.

b. Technical Requirements: The Proposer shall meet all of the minimum technical requirements provided in Appendix B to be considered responsive in their proposal. In addition, the Proposer may supply equipment which exceeds these minimum requirements, and shall note such in the proposal documents.

c. Submission Requirements: The Proposer shall provide shop drawings for each proposed DMS type, along with technical data sheets, providing evidence of sufficient experience in the manufacture of Dynamic Message Signs.

IV-4. Tasks.

a. Factory Testing & Acceptance: The Proposer will provide travel, accommodations, and per diem for up to four (4) Commission staff and/or representatives to witness assembly, demonstration and factory acceptance testing of each DMS type at their facility. The cost for the Factory Testing & Acceptance, including travel, accommodations, and per diem for Commission staff and/or representatives will not be paid separately; therefore, these costs shall be included in the unit prices for each type of the DMS.

b. Issuance of Purchase Order and Delivery Process, Notifications and Scheduling: Upon entering a contract with the Proposer, the Commission will issue individual purchase orders for specific types and quantity of signs indicated herein. Upon receipt of the first purchase order for each type of sign, the Proposer agrees to supply the required signs, controllers, cabinets and necessary ancillary equipment within 120 days of receipt. For subsequent orders of each sign type, the Proposer shall supply the required materials within 90 days of receipt. If the Proposer wishes to offer delivery of equipment with a lead time less than 90 days, it should be indicated in the proposal. This will be viewed by the Commission as providing additional value to the contract. The Proposer shall be responsible for delivery of the signs, and agrees to support installation under various construction contracts as part of their bid cost. The delivery location of the DMS may vary throughout the PTC system. The Commission shall reserve the right to defer delivery indicated in the purchase order for up to 60 days at no additional cost, provided the request is made within four (4) weeks of shipment.

c. Installation Support, Integration & Testing: The Proposer shall include costs for travel to the Commission facilities for on-site assistance with sign installation, integration, final site testing and system acceptance testing. The Proposer shall be responsible for up to two (2) trips for conducting site

acceptance and supporting final system acceptance testing for each individual purchase order. The Commission will provide a 2-week notification prior to being required on-site.

d. Training: The Proposer shall include costs for travel to the Commission for the purpose of training staff and representatives in the maintenance, repair, operation, and testing of supplied DMS. The Proposer shall include this as a separate cost in their Cost Proposal. Any additional training offered by the Proposer may be viewed as providing additional value by the Commission.

e. Spare Parts, Maintenance, and Life Cycle: The Proposal will identify the recommended spare parts for each type of DMS supplied, as well as the estimated life cycle prior to complete replacement, and recommended maintenance tasks. The ability to provide a documented maintenance history and life cycle cost for DMS deployments will be seen as providing additional value by the Commission. Sign Maintenance will be performed under separate contract(s) with the Commission. The itemized costs for spare parts shall be identified in the cost proposal. No specific costs shall be included in the technical submittal. A minimum list of spare parts is included in the technical Special Provisions (Appendix A). In addition to the minimum list of spare parts, the Proposer is required to include a list and cost for all spare parts required to keep each type of sign operational with a minimum of 95% uptime.

IV-5. Reports and Project Control.

a. Task Plan. After placement of each purchase order, the Proposer will develop and submit a work plan for each task that identifies the work elements of each task outlined above, and the time allotted to each activity.

b. Status Report. After submission of the task plan, the Proposer shall submit a monthly progress report covering activities, problems, and recommendations; the report should be keyed to the task plan, as amended or approved by the Commission.

c. Problem Identification Reports. “As required” reports, identifying problem area shall be submitted to describe problems and their impacts on the delivery of goods or services, and on each affected task. They should list possible corrective courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale.

Addendum No. 1

RFP # 13-40110-4050

Systemwide Dynamic Message Sign Systems

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

REVISIONS

1. Page B9 of B16, H. Revise entire section to read as follows **“A change of position of the mode selector switch shall be immediately reported to the DMS Central Processor in the form of an alarm, and shall be logged internally at the site CPU for retrieval on the next polling cycle, and in accordance with the communications protocol.”**
2. Page B8 of B16, DMS Controller, C. – Delete the following sentence “Local control shall be supported from a locally connected Sign Programmer and local control panel.” And replace with **“Local control shall be supported from a locally connected sign programmer.”**
3. Page 11 of 19, Part II-4 Prior Experience, paragraph 1 – Revise the following statement to the following sentence “The proposer must submit this information on the most recently completed contracts/subcontracts or on-going contracts/subcontracts that **have been installed**, are at least three (3) months into the performance period **and have been accepted by the End User.**”
4. Appendix D Sheet 1 – **Replace** with attached revised Appendix D.
5. Page A5 of A15, Design and Construction, 1.k. Remove “Provide a static-inhibiting device that can fit on a person’s wrist, in all the cabinets.” And replace with **“Internal electrical components shall be coated for protection from static discharge.”**
6. Page A6 of A15, Quality Assurance Provisions, 2 – Field Cabinet Locks and Keys – Revise section to read as follows **“Provide all cabinets with a hasp locking mechanism which provides a means to secure the door and handle in the closed / locked position. The Commission will provide padlocks.”**
7. Page B8 of B16, Ventilation Requirements for Type 1 DMS, B. Revise the following statement to the following sentence “Electric **ventilation** fans shall be provided to **generate positive pressure ventilation and shall be sized** to provide 25 percent excess ventilation capacity, with one fan...”

8. Page 9 of 19, Part I-24 Insurance, B., **Remove** the following bullet.
- Professional Liability: Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$1,000,000.
 - Pollution Liability (If Applicable) Insurance
 - Occurrence/Claims Made Limit: \$1,000,000 per project
 - Insurance to be maintained for the duration of the work for a period of two years thereafter
 - No Exclusions for Silica, Asbestos or Lead.
 - Include Mold Coverage for full policy limit of liability.
 - Watercraft and Aircraft Liability (If Applicable): If contractor utilizes any owned, used, leased, hired or borrowed watercraft or aircraft to complete their work in accordance with this Contract, the coverage shall be maintained.
Minimum Limits of Liability:
\$2,000,000 Per Occurrence
\$2,000,000 Aggregate
9. Page A7 of A15, Third Party Testing Documentation. Remove reference to UL 1433. Revise the following statement to the following sentence “Provide documentation, along with the Technical Submittal providing evidence of the appropriate industry standards including, but not limited to:
- Underwriters Laboratory (UL) listings: 48 & 50
 - NEMA Standards TS-4

QUESTIONS & ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of March 25, 2013. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Question 1: Why the need for the .125 thick aluminum when the TS4 specification allows for thinner and future versions will allow for any thickness as long as the sign can properly meet the structural loading requirements?

Answer: The requirement shall be as listed in the RFP, 0.125 inches.

Question 2: When will delivery of the initial signs be required? Estimation is sufficient.

Answer: The Commission reserves the right to issue a purchase order upon execution of the contract. Per the RFP, the sign delivery for the first purchase order is required within 120 days of receipt. For subsequent orders, the signs and materials shall be delivered within 90 days of receipt. Based on the current schedule, the first delivery is anticipated in late 2014, but the Commission reserves the right to modify the schedule at their discretion.

Question 3: Appendix B Section L: The 256 messages is this a combination of permanent and changeable or 256 of each type.

Answer: This is a combination of the two.

Question 4: Appendix B Section H: a change of position of the mode selection switch...is the real intention that a real message be sent to central or is this a message that is polled by central.

Answer: See Revision 1.

Question 5: If the internal fans on a closed case are just internal recirculation fans. Is fan failure messages really needed?

Answer: Yes.

Question 6: Appendix A Section C Page B8: Further clarification of the control panel and sign programmer is requested.

Answer: See Revision 2.

Questions 7: Typical logging is 100 why the need for 500 entries.

Answer: Our existing system has these requirements; the requirement remains as stated in the RFP, 500 entries.

Question 8: Is there an Interested Proposer's list available? If so, how is this obtained?

Answer: There is not an interested proposer's list available for this RFP. One will be posted after the let date, when all the submissions have been received.

Question 9: Page 11 of 19 of the Request For Proposal for Statewide Dynamic Message Sign Systems RFP Number 13-40110-4050 dated March 1, 2013 Section II-4 regarding prior experience states "The Proposer must submit this information on the most recently completed contracts/subcontracts or ongoing contracts/subcontracts that are at least 3 months into the period performance." Please confirm if the 3 month performance period means that the contracts are installed, operational and accepted by the end user.

Answer: See Revision 3.

Question 10: Page 12 of 19 of the Request For Proposal for Statewide Dynamic Message Sign Systems RFP Number 13-40110-4050 dated March 1, 2013 Section II-7 states “The Proposer will provide up to two (2) training sessions per DMS...” whereas Section II-10.a i. on page 14 of 19 states “...the Proposer should anticipate at least two (2) sessions of training for each ...”. Also, Item 9900-0700 in the first table on page 1 of Appendix D – Costing Submittal shows a quantity of 16 training sessions, rather than the 8 sessions implied by the verbiage noted elsewhere. Please clarify the quantity of training sessions required.

Answer: See Revision 4 and updated Appendix D – Cost Submittal attached.

Question 11: Page A5 of A15 of Appendix A of the Request For Proposal for Statewide Dynamic Message Sign Systems RFP Number 13-40110-4050 dated March 1, 2013, Design and Construction, point 1.k states “Provide a static-inhibiting device that can fit on a person’s wrist, in all the cabinets. If all accessible electrical components are coated and protected against static discharge, can the static-inhibiting device be omitted?”

Answer: See Revision 5.

Question 12: Page A6 of A15 of Appendix A of the Request for Proposal for Statewide Dynamic Message Sign Systems RFP Number 13-40110-4050 dated March 1, 2013, Quality Assurance Provisions 2. Field Cabinet Locks and Keys section states “Number (No.) 2 key locks will not be acceptable.” Is there a preferred brand and/or lock number?

Answer: See Revision 6.

Question 13: Page B8 of B16 of Appendix B of the Request for Proposal for Statewide Dynamic Message Sign Systems RFP Number 13-40110-4050 dated March 1, 2013, statement B of the Ventilation Requirements for Type 1 DMS states “Electric exhaust fans shall be provided and sized...” Exhaust fans would imply the interior of the display would have negative pressure ventilation rather than positive pressure ventilation, which is usually provided in displays. Would ventilation fans that meet the requirements, either positive or negative pressure, be acceptable?

Answer: See Revision 7.

Question 14: ITS-1003M Sheet 2 of 7 of Penn DOT Publication 647M shows a DMS access platform (if required). Will access platforms for the Type 1 walk-in access displays be required for all units? If so, who is to provide them; DMS Vendor or Contractor?

Answer: The catwalk access to the Type 1 DMS will be provided by the Contractor as part of the structure. No access platform is required by the Proposer.

Question 15: Page 11 of 19 of the Request For Proposal for Statewide Dynamic Message Sign Systems RFP Number 13-40110-4050 dated March 1, 2013 Section C Indemnification: could “to the extent” be added after attorney’s fees in the first sentence?

Answer: This section will remain as is.

Question 16: In order to provide the best possible proposal for the Pennsylvania Turnpike Commission, we are requesting an extension of the Proposal Due Date to Tuesday, April 23.

Answer: The let date will remain as stated in the RFP April 2, 2013.

Question 17: Does the Commission have a tentative schedule for rollout and locations for any of the DMS?

Answer: The Commission reserves the right to issue a purchase order upon execution of the contract. Per the RFP, the sign delivery for the first purchase order is required within 120 days of receipt. For subsequent orders, the signs and materials shall be delivered within 90 days of receipt. Based on the current schedule, the first delivery is anticipated in late 2014, but the Commission reserves the right to modify the schedule at their discretion. The DMS will be located as described in the RFP Part IV-2. Specific locations have not been determined at this time.

Question 18: Please clarify the professional certification requirements for the shop drawings showing typical wiring diagrams, installation diagrams and technical details that are to be provided as per Appendix A

Answer: Certification requirements shall be in accordance with the latest edition of PennDOT Publication 647M.

Question 19: Appendix A of the Request for Proposals prescribes insurance requirements for Professional Service Contractors “(such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants)”. As the main objective of this procurement is to select an entity furnishing completely functional DMS systems, with providing additional installation support, as well as integration, testing and acceptance, please clarify which requirements specifically prescribed for Professionally Service Contractors as per Appendix A apply for companies providing proposals in this procurement.

Answer: See Revision 8.

Question 20: As per Appendix A, the required temperature rating is -22 degree F to 165 degree F. Does the 165 degree F include solar load?

Answer: The requirement in the RFP shall remain 165 degree F.

Question 21: In Appendix A, reference is made to UL1433. This standard has been withdrawn. We request that this requirement for compliance with UL1433 be eliminated.

Answer: See Revision 9.

Question 22: For the Walk In highway DMS who will provide the access platform? Will it be the sign manufacturer or the structure manufacturer?

Answer: The catwalk access to the Type 1 DMS will be provided by the Contractor as part of the structure. No access platform is required by the Proposer.

Question 23: Do you want the signs to have tilting mechanisms?

Answer: Tilting will be required for each construction contract. The Proposer shall NOT include costs for mounting brackets in their proposal. The brackets and costs will be accommodated under the construction contracts.

Question 24: Do the Walk In signs have two doors or one?

Answer: The Type 1 DMS only require one door, located on the right hand side when facing the display LED face.

Question 25: For the Type 2 and Type 3 Arterial DMS must the pitch be .79 in to .81 in. or can it be the same pitch as the Type 4 of 1.29 in to 1.33 in.?

Answer: Type 2 and Type 3 Arterial DMS are intended to have a pixel pitch between .79in to .81in as stated in the RFP.

All other terms, conditions and requirements of the original RFP dated March 1, 2013 remain unchanged unless modified by this Addendum.