REQUEST FOR PROPOSALS FOR

FURNISHING OF A SMART WORK ZONE SYSTEM FOR THE I-276/I-95 INTERCHANGE PROJECT MP 350.20 TO MP 359.00 IN BUCKS COUNTY, PENNSYLVANIA

ISSUING OFFICE

Pennsylvania Turnpike Commission

Engineering Interchanges Department

RFP NUMBER

13-40110-4132

DATE OF ISSUANCE

April 30, 2013

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TABLE OF CONTENTS

Part I	-	GENERAL INFORMATION FOR PROPOSERS	1
Part II	-	INFORMATION REQUIRED FROM PROPOSERS	12
Part III	-	CRITERIA FOR EVALUATION	15
Part IV	-	WORK STATEMENT	17

- APPENDIX A SPECIAL PROVISIONS
- **APPENDIX B SMART WORK ZONE OPERATING GUIDELINES**
- APPENDIX C PROPOSED DEVICE LOCATION MAP
- **APPENDIX D SEQUENCE AND SCHEDULE OF CONSTRUCTION PROJECTS**
- APPENDIX E MAINTENANCE AND PROTECTION OF TRAFFIC PLANS FOR CONTRACT T-355.00P001-3-07 (SECTION B)
- APPENDIX F MAINTENANCE AND PROTECTION OF TRAFFIC PLANS FOR CONTRACT T-355.00P001-3-13 (SECTION D10)
- APPENDIX G CONCEPTUAL MAINTENANCE AND PROTECTION OF TRAFFIC PLANS FOR CONTRACT T-355.00P001-3-XX (SECTION D20)
- APPENDIX H MINIMUM LANE REQUIREMENTS TO BE AVAILABLE DURING WORKING HOURS
- **APPENDIX I PTC HOLIDAY RESTRICTIONS**
- APPENDIX J NEW JERSEY TURNPIKE AUTHORITY STANDARD SPECIFICATION SECTION 920
- **APPENDIX K PENNDOT RTMC INTEGRATION SCOPE LETTER (OPEN ROADS, INC)**
- **APPENDIX L PROPOSAL COVER SHEET**
- **APPENDIX M COST SUBMITAL**
- APPENDIX N PENNSYLVANIA TUNRPIKE COMMISSION SPECIFCATIONS

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 the furnishing and installation of a functional Smart Work Zone System throughout the duration of Stage 1 of the I-276/I-95 Interchange Project in Bucks County.

Work items include but are not limited to:

- Design, deploy, test, operate, maintain and train for the operations of a Smart Work Zone System that is portable, automated, reliable, and provides real time information. The system will include but not limited to the following items:
 - Portable Dynamic Message Signs (DMS)
 - Traffic Flow Detection Sensors (TFDS)
 - Closed Circuit Television (CCTV)
 - o Development and maintenance of a Smart Work Zone System control software
 - Integration of processed data as an XML feed to multiple transportation agencies
- Coordination with multiple construction contracts.

I-2. Issuing Office. This RFP is issued for the Commission by the Engineering Interchanges 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. The intent of this contract is to provide the Turnpike Commission with a Smart Work Zone System that will be used to detect, display, and disseminate traffic impacts associated during the construction of Stage 1 of the I-276/I-95 interchange. Stage 1 Construction will be completed over three construction contracts involving nine miles of roadway, and the total duration is expected to be five years. Traffic management through this extensive and complex project requires that a Smart Work Zone System be utilized to provide real time and automated traffic/incident information to the operating agencies and the motoring public. The Smart Work Zone System is expected to augment existing Commission and Pennsylvania Department of Transportation (PennDOT) ITS systems. Additional detail is provided in Part IV of this RFP.

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 deliverables-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 Proposers.

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period 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. Pre-proposal Conference. A pre-proposal conference will be held **Monday, May 13, 2013 at 10:00 AM in the Large Board Room** at the Pennsylvania Turnpike Commission Central Office Administration Building, 700 South Eisenhower Blvd., Middletown Pa. The purpose of this conference is to clarify any points in the RFP, which may not have been clearly understood. The pre-proposal conference is for information only. All questions and written answers will be issued as an addendum to and become part of this RFP.

Questions and Answers: Additional written questions may be submitted to clarify any points in the RFP or of the pre-proposal conference which may not have been clearly understood. Written questions should be submitted by email to <u>RFP-Q@paturnpike.com</u> with **RFP 13-40110-4132** in the Subject Line to be received no later than **12:00 PM** local time on **Monday, May 20, 2013**.

All questions and written answers as well as those furnished during the conference will not be official until verified, in writing, by the Issuing Office. All questions and written answers will be issued 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: Stephanie Newbury, on or before **12:00 PM** local time on **Thursday, June 13, 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>U.S. Mail, FedEx, UPS, or other delivery method</u>, 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 (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 must be submitted. 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 L 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: Stephanie Newbury PA Turnpike Commission 700 South Eisenhower Blvd. Middletown, PA 17057 <u>US Mail Delivery Address:</u> Contracts Administration Department Attn: Stephanie Newbury 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. Proposal is limited to 30 pages of text, not including appendices.

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:

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

<u>Trade secret</u>: 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; <u>and</u> (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 <u>www.openrecords.state.pa.us</u>.

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 the necessary workspace to accommodate up to two individuals for the duration of the initial deployment (for software set-up, interface with TOC, training etc.) and periodically with sufficient notice during the duration of the deployment for routine maintenance, updates, and any additional training that may be needed.

I-21. Cost Submittal. The cost submittal 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 when all construction associated with stage 1 of the I-95/I-276 Interchange Project is complete which is estimated to be five (5) years. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor 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 cover letter to 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. Performance/Payment Bond. When awarded the contract, furnish a Performance Bond, with sufficient surety or sureties, in an amount equal to 100% of the contract price. Have the bond specify that the contracted work will be completed in a manner satisfactory to the Commission. Have the bond state that the Commission is not liable for any expenses incurred through the failure to complete the work as specified, nor liable for any damages growing out of the carelessness of the Contractor, the Contractor's employees, or subcontractors.

Also furnish a Payment Bond in the amount of 100% of the contract price. Have a corporate surety, legally authorized to transact business in the State and satisfactory to the Commission, execute both bonds. If the Commission decides the bond surety is unsatisfactory, promptly furnish any additional required security to protect the Commission's interests and the interests of all persons, firms, or corporations who/which have furnished material, provided equipment on rental, or supplied/performed labor or services on, or in connection with, the performance of the work for this contract.

Have participants in a joint venture submit a single Performance Bond and a single Payment bond, each signed by both the joint participants and by their surety. These bonds are to cover their joint and individual liability.

I-25. 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, 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 insureds 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 Insureds 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 acci	dent;
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- \$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.

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 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-8 hereof; (ii) Cost Submittal, in response to Part II-9 hereof.

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. The Proposer shall provide text to verify complete understanding of the services required by this RFP.

II-2. Management Summary. Include a narrative description of the team's technical approach and a list of the items to be utilized and 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. Present a discussion on how the Proposer will employ the operations of the Smart Work Zone, including a discussion on approach to vehicular detection and travel time calculations, field device communications, a brief concept of operations, testing methodology including methods for system validation, smart work zone control including agency access and override capabilities, and communications protocol. Include a detailed work plan or similar type display, showing each event anticipated by the Proposer. This work plan shall indicate locations of all Smart Work Zone devices, and if needed, diagrams of temporary roadside safety measures for the devices (see Appendix A). If more than one approach is apparent, comment on why you chose this approach. Indicate the number of person-hours allocated to each task.

II-4. Prior Experience. Include experience in **Smart Work Zone ITS Systems.** Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

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. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document including education and experience in work zone ITS solutions. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform. For this project, the Proposer must include at least the following roles: Project Manager, Local Systems Manager, and Software Specialist.

II-6. Training. An on-site test and operational test will be required of the system. The Proposer will provide two training session on the Smart Work Zone System software within 30 days of initial system deployment. Additional training sessions on the software may be needed during the duration of the contract. Indicate the duration of the program, curricula, and training materials to be used.

II-7. 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.

II-8. Smart Work Zone Equipment Submittal. Equipment submittals of major ITS devices and components, such as cameras, DMS, vehicle detectors, and communication should be provided by the Proposer within the RFP to demonstrate that the equipment initially proposed for the project has the capability to meet the functional objectives and specifications required by these Special Provisions. The level of effort required for the submittal material could vary depending on the complexity of the equipment and the degree to which the proposed equipment is off-the-shelf or custom in nature. Include anticipated routine maintenance needed for the devices. No cost data is to be included within the ITS Equipment Submission.

II-9. Cost Submittal. The information requested in this section shall constitute your cost submittal. **The Cost Submittal (Appendix M) shall be placed in a separate sealed envelope** <u>within</u> 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.

A completed Proposer's Cost Submittal <u>must</u> be provided in the sealed Cost Submittal envelope. Failure to complete this form in its entirety may result in rejection of the proposal.

The Proposer's cost for Item 4000-0001 should include (but not limited to) the following costs: Mobilization, portable traffic flow detection sensors, portable dynamic message signs, portable closed circuit television cameras, central management platform, data processing software & system website, operational responsibilities, local system manager, and system plan.

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 EVALUATION

III-1. Mandatory Responsiveness Requirements. To be eligible for evaluation, a proposal shall be (a) timely received from a Proposer; (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.

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. Understanding the Problem. This refers to the Proposer's understanding of the Commission needs for a Smart Work Zone System that can be used to mitigate traffic impacts during construction. Understanding of the Commission's objectives in asking for a Smart Work Zone System, and of the nature and scope of the work involved.

b. Soundness of Approach. Emphasis here is on the proposed techniques for collecting (devices utilized); analyzing, and disseminating traffic data (devices utilized); the understanding of the sequence and relationships of major steps; and on the methods used for managing the service/project including training. Proposed protection of Smart Work Zone System equipment and proposed testing / validation procedures will also be evaluated. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.

c. Proposer Qualifications. This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.

d. 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, and the location and availability of the Local Systems Manager.

e. Cost. While this area may 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 above, 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.

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-7, 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. The objective of this RFP is to establish a Smart Work Zone System for the Stage 1 contract of the I-95/I-276 Interchange Project that will effectively and efficiently manage congestion, detect and manage incidents, and disseminate "real time" information to the motoring public in and entering into the work zone. The Proposer will be required to furnish, install, relocate, operate, service, maintain, and remove various components of an automated, portable, real-time Smart Work Zone System. In addition, the Proposer will need to provide software to control all portable equipment that the PTC Traffic Operations Center (TOC) can access, and provide processed data to the TOC and PennDOT's District 6-0 Regional Traffic Management Center (RTMC) for the permanent DMS signs that are part of the System. This work will include all required maintenance and protection of traffic in accordance with Commissions PTS-900 series standards and, if needed, PennDOT Publication 213. If there are any conflicts between the Commission and PennDOT standards, the Proposer shall follow the Commission standards.

The Commission's standards may be found at www.paturnpike.com/contractor/engineering.aspx

IV-2. Nature and Scope of the Project. The construction extent of the I-276/I-95 interchange project in Bucks County extends along nine miles of the Pennsylvania Turnpike and three miles of I-95, including four interchanges and two toll plazas. The construction will be administered and completed through three separate contracts. This contract will provide a Smart Work Zone System for the entire duration of the Interchange Project, which is expected to be approximately five years.

IV-3. Requirements. The Proposer shall provide a Smart Work Zone System that incorporates portable CCTV, portable TFDS, portable DMS, the integration of permanent DMS, and permanent TFDS. The Smart Work Zone System shall monitor the project's work zone and disseminate real-time information to the traveling public via DMS signs, both portable and permanent, and to the TOC/RTMC operators via an XML feed that supplies processed travel time data, and queue alerts to them.

This Smart Work Zone System shall operate in such as manner as to display real-time travel times for I-276 mainline and pre-entry motorists as its default message; travel times must be accurate within one minute for at least 90% of its deployment time. The system must provide a two-minute or less latency of travel time and vehicular speed data. The Smart Work Zone System will process travel times for temporary DMS signs provided by the Smart Work Zone System vendor, as well as permanent PTC signs, DMS-09 and DMS-14, and all permanent, PennDOT-owned DMS at pre-entry locations to the I-276 work zone, which are the seven DMS signs installed along US 1, SR 132, and US 13, and SR 413.

The Smart Work Zone System vendor will be required to provide an XML feed directly to the Turnpike TOC and District 6-0 RTMC. This direct feed will provide the travel time information needed for MIST (the Turnpike's existing central control software), and DYNAC (PennDOT's existing central control software) to display messages on these signs. The Smart Work Zone System vendor will provide software that will control the portable and permanent DMS, and that the operators in the TOC will have full access to, allowing them to override the messages on the DMS during the deployment of the Smart Work Zone System.

CCTV cameras will provide video images directly to the Proposer's web-based Central Management Platform. The video shall be supplied to the proposer's website as snapshots, and are fed at an interval that is no greater than 15 seconds between snapshots. All agencies shall have viewing access to each of the cameras through the proposer's Central Management Platform.

The portable equipment, when located in an active work zone, shall be able to be moved within a 24-hour period after notification from the Construction Manager. Failure to comply will result in liquidated damages.

IV-4. Tasks.

Tasks listed below will be considered incidental to the project.

Task A – Project Management

- 1. Provide a project schedule to the Commission for review and approval of the tasks associated with all Phases of this project. The schedule shall detail at a minimum, the tasks below, as well as all tasks/subtasks the contractor requires to complete each phase of the RFP in a clear and efficient manner.
- 2. Attend and conduct status meetings. During the first six months of the project, status meetings will be held on a MONTHLY basis. Additional meetings may be requested by the Proposer and/or the Commission as needed, including one meeting associated with each construction stage change for each construction contract. These additional meetings, if requested, may be performed via teleconference. Meeting Minutes will be prepared by the Commission or its Representative and distributed within five (5) business days, for review and comment by all attendees. Final Meeting Minutes will be issued upon receipt, acknowledgement, and/or concurrence of draft Minute revisions.
- 3. Project management is incidental to the project and will not be paid separately.
- 4. Coordinate with the Commission's (or their Representative's) Quality Assurance/Quality Control (QA/QC) procedures.

Task B – Design, deploy, integrate, test, operate, maintain, and train Commission personnel on a Smart Work Zone System.

Design, deploy, and test a completely function Smart Work Zone System that can collect, process and disseminate data that will allow real-time travel times approaching and though an active work zone be displayed roadside for those traveling the I-276 mainline, the I-95 mainline, and those traveling on preentry routes US 1, US 13, SR 132, and SR 413. This system should complement the existing traveler information system that is in place along I-276, I-95, and US 1. Appendix A provides further information and clarification.

Provide Commission personnel access into Smart Work Zone control system from remote locations. Integrate Smart Work Zone System into existing PTC central control software (MIST®) and existing and future PennDOT central control software. Provide Commission personnel with remote override capabilities within the Smart Work Zone control system; provide PennDOT, New Jersey Turnpike Authority (NJTA), and New Jersey Department of Transportation (NJDOT) personnel read-only access to Smart Work Zone control system.

Operate and maintain Smart Work Zone System at the level described within this RFP for the duration of the I-276/I-95 Stage 1 construction projects, which is expected to be approximately five years in duration. Provide a detailed description on how the system components will be tested, and how calibration will be verified throughout the life of the Smart Work Zone System. At the end of the I-276/I-95 Stage 1 construction projects, remove the Smart Work Zone System.

Prepare a pre-loaded message library to be utilized for all portable DMS signs, using the suggested messages found in Appendix B. Provide travel time for the permanent DMS signs and delay data to the PTC TOC and PennDOT RTMC in a manner that allows the operators to accommodate the suggested message schemes included in Appendix B.

IV-5. Reports and Project Control.

Items listed below will be considered incidental to the project.

a. Task Plan. A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced.

b. Quarterly Quality Report. A periodic report, identifying the performance of the system as a whole and of each device, and any identified problems. The report should include a listing of all movements of the system or any part thereof, the re-calibration reports resulting from the move. Included should be a log of all maintenance preformed, both routine and emergency. The report should also contain any reported trouble tickets, and its impact on the overall project and on each affected task, the status of the ticket, and a description of the mitigation methods used to close the ticket that include possible courses of action with advantages and disadvantages of each, and the Proposer recommendations with supporting rationale.

Addendum No. 1

RFP #13-40110-4132

Furnishing of a Smart Work Zone System for the I-276/I-95 Interchange Project MP 350.20 to MP 359.00 in Bucks County, Pennsylvania

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

ADDITION

1. Insert the attached Sheet in Appendix C as Page C2.

REVISIONS

- 1. Page A12 of A27: Item 4000-0001, Material, 2. Portable Traffic Flow Detection Sensor, TFDS Hardware Delete the following sentence "Between MP 349 and the Delaware River Bridge, the detection devices shall not be placed at a distance of greater than one half of a mile, but may be placed closer as the Systems Manager determines appropriate." And replace with "Between MP 349 and the Delaware River Bridge, the detection devices should be placed at a distance of a mile, but may be placed closer together or further apart as the Proposer determines necessary to satisfy the requirements of the Smart Work Zone System."
- 2. Page A14 of A27: Item 4000-0001, Material, 3. Portable Dynamic Message Sign Delete the following sentence "They should be capable of displaying nine characters per line, with four lines per sign" and replace with "They should be capable of displaying nine characters per line, with three lines per sign."
- 3. Page A12 of A27: Item 4000-0001, Material, 2. Portable Traffic Flow Detection Sensor, TFDS Hardware, Paragraph 3 - Delete the following paragraph "The detector will provide an autoconfiguration and individual vehicle speed, length and headway information. This data will be stored in such a manner that will allow the Commission to manipulate it the future to suit its needs. The detectors shall provide accurate, real-time volume, average speed and occupancy data. True vehicle detections shall occur at a range of 6' to 250' from the Detector. A single Detector shall detect traffic in up to ten 10 lanes of traffic simultaneously. The Detector shall maintain accurate performance in all weather conditions, including rain, freezing rain, snow, wind, dust, fog and changes in temperature and light. The device shall not rely on temperature compensation circuitry and shall be capable of continuous operation over an ambient temperature range from -40° F to 165° F, and a relative humidity range from 5 percent to 95 percent (non-condensing). Detection operation shall continue in rain or snow up to 4 inches per hour, and the device shall not experience degraded performance when encased in ¹/₂" of ice up to a range of 250 ft." with the following "The detector shall automatically configure all lane and detection zones. The detector will provide individual vehicle speed, length and headway information. This data will be stored in such a manner that will allow the Commission to manipulate it to suit its future needs. The detectors shall provide

accurate, real-time volume, average speed and occupancy data. A single Detector shall detect traffic in up to ten 10 lanes of traffic simultaneously. The Detector shall maintain accurate performance in all weather conditions, including rain, freezing rain, snow, wind, dust, fog and changes in temperature and light. The device shall not rely on temperature compensation circuitry and shall be capable of continuous operation over an ambient temperature range from -40° F to 165° F, and a relative humidity range from 5 percent (non-condensing). Detection operation shall continue within the 10 lanes of traffic in rain or snow up to 4 inches per hour, and the device shall not experience degraded performance when encased in $\frac{1}{2}$ " of ice."

- 4. Page A13 of A27: Item 4000-0001, Material, 2. Portable Traffic Flow Detection Sensor, TFDS System Performance, Paragraph 1 – Delete the following paragraph "Side-fire volume data shall be accurate within 1 minute for 90% of the time for any direction of travel. Side-fire average speed data shall be a measured quantity using phase information or another true measurement, and shall not be derived from a presence measurement as this has been shown to produce biases during congestion. Side-fire average speed data shall be accurate within (plus or minus) 5 MPH for any direction of traffic and for all conditions involving more than 16 cars per lane in an interval. Speed accuracy for individual lanes shall be accurate within 10 MPH for all traffic conditions and similar intervals. Speed accuracy shall be verified with radar gun, or by video speed trap using the frame rate as a time reference. The System shall detect vehicles in lanes that are adjacent to a barrier when 50 percent of a sedan is visible over the barrier from the point of view of the detector. The volume accuracy shall be at least 90% accurate in the lanes next to the barrier when average speeds are greater than 10 MPH in every lane, when there is less than 10 percent truck traffic per lane; and when at least 50 cars per lane are counted in the interval." and replace with "Volume data shall be accurate within 1 minute for 90% of the time for any direction of travel. Average speed data shall be a measured quantity using phase information or another true measurement, and shall not be derived from a presence measurement as this has been shown to produce biases during congestion. Average speed data shall be accurate within (plus or minus) 5 MPH for any direction of traffic and for all conditions involving more than 16 cars per lane in an interval. Speed accuracy for individual lanes shall be accurate within 10 MPH for all traffic conditions and similar intervals. Speed accuracy shall be verified with radar gun, or by video speed trap using the frame rate as a time reference. The System shall detect vehicles in lanes that are adjacent to a barrier when 50 percent of a sedan is visible over the barrier from the point of view of the detector. The volume accuracy shall be at least 90% accurate in the lanes next to the barrier when average speeds are greater than 10 MPH in every lane, when there is less than 10 percent truck traffic per lane; and when at least 50 cars per lane are counted in the interval."
- 5. Page A12 of A27: Item 4000-0001, Material, 2. Portable Traffic Flow Detection Sensor, TFDS Hardware Delete the first sentence "Portable TFDS's shall be placed along the Pennsylvania Turnpike mainline, and at pre-entry locations as suggested on the graphic in Appendix C." and replace with "Portable TFDS's shall be placed along the Pennsylvania Turnpike mainline, and may be placed within the Commission's Right-Of-Way at pre-entry locations if needed by the Proposer to fulfill the requirements of the Smart Work Zone System."

QUESTIONS & ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP up to and including questions submitted during the Pre-Proposal Conference on May 13, 2013. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Question 1: Will keys & non-revenue cards be issued to use maintenance gates?

Answer: Non-revenue cards and gate keys will be available to the Proposer after NTP. A \$50 deposit is required for each non-revenue pass. There is no deposit required for the gate keys; however \$1,000.00 will be collected if a key is lost.

Question 2: The proposal mentioned placing sensors at no more than half-mile increments. Is this a requirement or can the sensors be placed according to our software requirements? (possibly further apart than $\frac{1}{2}$ mile)

Answer: See Revision 1 above.

Question 3: Do all drawings/submittals need to be stamped by a PE?

Answer: All drawings and submittals related to Maintenance and Protection of Traffic will require a PE stamp. Software system for the SWZ needs to be reviewed and validated by a PE.

Question 4: If contractors elect to change the scope of work, will they be required to cover costs for additional mobilization?

Answer: All terms and conditions for the Smart Work Zone System contract are directly with the Turnpike Commission and will be negotiated solely with the Commission.

Question 5: What contractors have been awarded Section B? Section D10? Section D20?

Answer: The Section B general roadway contract was awarded to Road-Con Inc. Sections D10 and D20 have not yet been advertised.

Question 6: Will the SWZ website need to show messages being displayed on PTC & PennDOT DMS?

Answer: The SWZ website will not be required to show messages being displayed on PTC and PennDOT DMS.

Question 7: When is the SWZ NTP anticipated?

Answer: Notice to Proceed is anticipated 4-6 months after proposals are received.

Question 8: May alternate traffic flow sensors be proposed?

Answer: See Revision 3 and 4.

Question 9: Rationale for 4 lines per portable sign when none of the messages exceed 3 line?

Answer: See Revision 2.

Question 10: Why require tilt & rotate solar modules on the 4000-0009 portable DMS when no required on the other SWZ DMS and even if solar/battery capacities meet the run-time requirements?

Answer: Item 4000-0001 specifies tilt & rotate solar modules on all Smart Work Zone Devices.

Question 11: Are there any non-technical persons to be on the technical review committee?

Answer: Yes.

Question 12: How much weight is to be given to the price relative to the technical?

Answer: Proposals are not given a weight. Part III, Section III-3 covers the evaluation process and Section III-4 explains the Evaluation Criteria used to evaluate the proposals.

Question 13: Are there to be SWZ pre-entry sensors?

Answer: See Revision 4. The Proposer may locate sensors at the pre-entry locations within the Turnpike Commission Right-Of-Way if necessary to meet the requirements of the Smart Work Zone System.

Question 14: Is there a drop-dead date for when the SWZ needs to be active?

Answer: Please refer to Appendix A, the last paragraph of the Proposers Responsibilities section, page A9.

All other terms, conditions and requirements of the original RFP dated April 30, 2013 remain unchanged unless modified by this Addendum.



APPENDIX C - PAGE C2

Addendum No. 2

RFP #13-40110-4132 FURNISHING OF A SMART WORK ZONE SYSTEM FOR THE I-276/I-95 INTERCHANGE PROJECT MP 350.20 TO MP 359.00 IN BUCKS COUNTY, PENNSYLVANIA

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

REVISION

1. Question 13, Answer from Addendum 1: Revise the "Answer: See Revision 4." the correct response is "Answer: See Revision 5."

QUESTIONS & ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of May 20, 2013. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. In the event of a conflict between the map of device locations in Appendix C, and the text elsewhere in the RFP, which controls?

The minimum requirements for the proposers design in locating devices are listed in the RFP Appendix A. Appendix A refers to Appendix C for certain required locations as well as suggested device locations.

2. Where the sign messages specified in Appendix B conflict with text elsewhere in the RFP, which controls?

The sign messages in Appendix B for the purpose of this RFP will control. However the Commission reserves the right to modify the sign message during any point throughout the duration of this contract.

All other terms, conditions and requirements of the original RFP dated April 30, 2013 and Addendum 1 remain unchanged unless modified by this Addendum.