

**OHIO TURNPIKE COMMISSION**  
682 Prospect Street  
Berea, Ohio 44017

**REQUEST FOR PROPOSALS  
FOR FURNISHING AND INSTALLATION  
OF TRUCK STOP ELECTRIFICATION UNITS**

**Ref: Indian Meadow Service Plaza, Milepost 20.8, Williams County, Ohio**

**Issue Date to Interested Vendors: June 10, 2010**

**Inquiry End Date: 5:00 p.m. (EDT), June 23, 2010**

**Proposals to be received no later than  
2:00 p.m. (EDT), July 1, 2010**

**ATTENTION OF RESPONDENTS IS DIRECTED TO:**

**ANSWERS TO QUESTIONS RECEIVED THROUGH END OF INQUIRY PERIOD  
5:00 P.M., JUNE 23, 2010**

**ANSWERS TO QUESTIONS RECEIVED THROUGH END OF INQUIRY PERIOD:**

**Q#1 Page 11 (2. One Year, All Inclusive TSE System Warranty) Are we correct in understanding that damages as a result of abuse or major truck collision related damages are not covered by this All Inclusive TSE System Warranty?**

*A#1 Yes. Damages caused by third parties are not covered by the warranty*

**Q#2 Page 25, (Scope of Work) Will the Commission provide the transformer that would convert the 480V 30A to 220V with a neutral? Our firm can provide this transformer as an option in its Technical and Cost proposal. Thank you for any clarification on this item. Also, each of our Dual Service Towers requires 100AMP service i.e. 50AMPs for each side/space. We submit this clarification as on page 26 the RFP states "...the Commission will provide a maximum of 250A..."**

*A#2 Yes, the service provided by the Commission will provide for approximately 500 amps of 220 volt power Based upon final calculations, should the TSE Vendor's System require a slightly larger service, the Commission will increase the size of the service as necessary To this end, the TSE Vendor should provide in its proposal the required connected load in kilo amperes ("kVA") and indicate the voltage and phasing per unit.*

**Q#3 Page 11 (2. One Year, All Inclusive TSE System Warranty) Defects and workmanship with equipment not installed by the TSE vender but part of the TSE installation are not covered by this All Inclusive TSE System Warranty, correct? For example, the bases, installation (trenching, cable, wires, breakers, main transformer etc) electrical distribution panel, electrical & communication infrastructure cables, etc---these items are part of the system but not manufactured or provided by our firm. Please clarify.**

*A#3 That is correct, equipment not installed by the TSE Vendor is not covered under the warranty, provided that the malfunction in any of these components is not being caused by a malfunction or defective component of the TSE System. Should it be determined that equipment or installation provided by TSE Vendor was the cause of failure upon equipment installed by the Commission, then this would be covered under the warranty.*

**Q#4 Page 12 (5. Maintenance Bond.) Would the Commission accept an escrow agreement backed by vendor funds in lieu of a Maintenance bond? This arrangement would be less expensive, and serve the Commission by expediting payment VS using a typical Surety firm.**

*A#4 Escrow Agreements are not typically accepted. An irrevocable letter of credit from a financial institution authorized to conduct business in the State of Ohio would be considered if the Commission is so requested.*

**Q#5 Page 11 (3. Software and Firmware Warranty) Toll free technical support required 24x7, normal business hours, etc? Is the Commission requesting 24x7 coverage or specific range of hours per day? We would appreciate your thoughts on service coverage to fine tune our Cost Proposal.**

*A#5 TSE Vendor shall provide coverage, at a minimum, from 8:00 a.m. EST through 5:00 p.m. EST, weekdays.*

**Q#6 Page 18 (Q. Insurance) Would the Commission accept an escrow agreement in lieu of a performance bond? We ask the Commission to consider the following regarding Performance bonds: 1) A bond is significantly more expensive and this cost would have to be passed through to the Commission; 2) A bond is not customarily used for equipment delivery, but rather for performance under a construction contract; and 3) in the unlikely event something were to go wrong, the escrow, which is backed by Vendor funds, is easier for Commission to collect on, as opposed to a bond, which is backed by insurance company funds.**

*A#6 Escrow Agreements are not typically accepted. An irrevocable letter of credit ("LOC") from a financial institution authorized to conduct business in the State of Ohio would be considered if the Commission is so requested. However, the Responding Vendor would need to provide with its RFP response, evidence that it has the funds on hand to establish the LOC, and also correspondence from the financial institution indicating that the LOC is being or has been established. It is imperative that Responding Vendors provide with their responses evidence of their ability to procure either the required performance bond, or in the alternative, an acceptable, irrevocable LOC.*

**Q#7 Page 22 (A. TSE Units.) The last sentence reads that the TSE vendor would be responsible for terminating (applying connectors) to communication cables. Is the TSE vendor to apply the connectors onto the communication cables installed by others or is it making the final connection to our equipment with cables and connectors installed by others?**

*A#7 The Commission shall furnish and install all electrical and communication wiring from the building to the control/service cabinet, as well as from the control/service cabinet to the base of unit. The termination at the base of the unit shall have sufficient length to be extended into the unit provided by the TSE Vendor. The TSE Vendor shall supply the connectors and terminate them, and then make final connection to its equipment.*

**Q#8 Page 25 (3. General System Requirements.) Emergency Shut-off; can our 100AMP main breaker within the pole mounted load center act as this shut-off? If not, we thank you for expanding on this requirement.**

A#8 *No. It is the intent that an emergency shut-off will be located on each unit and readily accessible on the outside face of the unit.*

**Q#9 Page 25 (3. General System Requirements.) Low level green light; is this a single light to indicate that services were activated to our pole? Is there a requirement as to how far away this green light needs to be seen?**

A#9 *The green light shall be provided for each parking space to indicate that the unit is activated. It shall be visible from at least 100 feet.*

**Q#10 Page 26 (3. General System Requirements.) Regarding detailed set of drawings. What are the specific required drawings and where is the separation between the selected vendors' drawings and the construction drawings the Commission will create for the overall service area project? It has been our experience that to provide final drawings from a licensed state professional civil, structural, or electrical engineers, 14 days is not enough time. Is this 14 days required or is this an estimate?**

A#10 *The TSE Vendor's drawings will not be used for construction. The information provided by the TSE Vendor will be used to prepare a Bulletin (civil and electrical drawings) for the Service Plaza Contractors to install the required infrastructure. The TSE Vendor drawings shall provide the necessary information, dimensions and details to install its System and shall include at a minimum the following: parking space layout with dimensions, location of the TSE unit with respect to the parking space, a TSE unit foundation detail, a recommended vehicular protection system detail (i.e. Bollards, etc), type of communication wire, the size of communication conduit required for the proposed TSE System, and the type of communication enclosure (cabinet) with foundation requirements. No Ohio PE stamp is required for this submittal. Fourteen (14) days is a required item.*

**Q#11 Page 26 (3. General System Requirements.) We would appreciate your understanding and experience regarding the review and approval procedures, and the number of state and local departments that would be involved. Our question has to do with project timeline and scheduling, and how much time could be consumed by review and approval processes.**

A#11 *The drawings for the installation must only be submitted to a single State of Ohio reviewing agency. The Commission will submit the request for approval. It should be anticipated that approval will take three (3) to four (4) weeks.*

**Q#12 Page 26 (3. General System Requirements.) Please explain the review and approval procedures after contract award, and the number of state and local departments that**

**would be involved and what the review cycle for similar projects. Are we to assume that no travel will be required during the review / approval process?**

*A#12 See answer to Q#11 above. No travel should be anticipated as these drawing may be electronically filed, and the submission will be handled by the Commission.*

**Q#13 Page 31 (Preliminary Plans Attachment 1) With the Commission installing the primary 3-phase 480v electrical service to a transformer, would the TSE vendor's preliminary plans include or not include the conduit, pull-boxes, and wiring for this service? Thank you further clarification on this aspect of the scope of work.**

*A#13 The TSE Vendor's preliminary plans shall include the details for the number and size of conduits, pull-boxes, and type of communication wiring for its service such that the Commission can have the Service Plaza Contractor(s) furnish and install these items.*

**Q#14 Page 31 (Preliminary Plans Attachment 1) With the Commission installing the primary 3-phase 480v electrical service to a transformer and electrical distribution panel, would the TSE vendors preliminary plans include or not include concrete pads or protection (bollards, guiderail, etc.). Thank you for any clarification on this point.**

*A#14 The TSE Vendor's preliminary plans shall include the details and layout for the concrete pads and protection (bollards, guiderail, etc ) for this service such that the Commission shall have the Service Plaza Contractor(s) furnish and install these items.*

**Q#15 Page 31 (Preliminary Plans Attachment 1) With the Commission installing communication services to the TSE location, please confirm that the TSE vendors preliminary plans would not include the conduit, pull-boxes, and cabling for this service but would include the termination requirements at both ends to be compatible with our equipment. Thank you for clarifying this point as it will further define the scope of work.**

*A#15 The TSE Vendor's preliminary plans shall include the details for the conduit, pull-boxes, and cabling for this service such that the Commission can have the Service Plaza Contractor(s) furnish and install these items The TSE Vendor shall supply the connectors and terminate them, and then make final connection to its equipment*

**Q#16 Will the Commission provide storage for Spare Parts e.g. for partially or fully equipped Dual Service Towers with HVAC, controllers, breakers, lighting etc?**

*A#16 Yes.*

**Q#17 Does the Commission require a response to every section and item in the entire RFP e.g. a statement such as Read and Understood with brief comments in sections I-XIII, but with detailed responses to Part VI and Exhibit A?**

*A#17 A response to each and every section of the RFP is not required as long as the Responding Vendor's statement submitted in response to PART VI and Exhibit A are thoroughly responsive.*

**Q#18 Will the Commission accept 3-ring bound hard copies of our proposal; or does the Commission prefer paper only without binders?**

*A#18 Three-ring bound copies are acceptable provided they can easily be disassembled and copied. Please remember to submit your Cost Proposal in a separately sealed envelope.*

**Q#19 Exception & Request for Alternative**

**Page 12 – Warranty Obligation**

**Page 13 – Maintenance & Liquidated Damages**

**Regarding resolution of a service issue within 72 hours, our firm would prefer: “acting in good faith and with best efforts within commercially reasonable time to fix the problem within 72 hours if the issue is replicable.”**

**Our thinking on this issue has to do with field experience regarding the resolution of software and hardware issues when complex and intersecting conditions and technologies are present.**

*A#19 The Commission will not change these provisions of the RFP. As indicated at PART 13, Section C(6) of the RFP, the Commission has the right to negotiate and/or waive liquidated damages. This typically occurs for the reasons enumerated in the above-stated exception*

**Q#20 Page 16 – Section XIII – Termination**

**Our firm would expect to be paid for services and equipment delivered and installed as of the date of termination. Regarding termination for convenience, our firm would expect to be paid for out of pocket costs and cancellation fees as a result of early termination.**

*A#20 The Termination provisions of the RFP allow for payment to the Selected Vendor for any benefits provided up through the dismissal date. This would include all equipment, software and firmware delivered and installed, with payments to be made in accordance with the Cost Proposal submitted by the Selected Vendor. Cancellation fees and out-of-pocket expenses would not be payable to the Selected Vendor in the event of termination.*

**Q#21 Page 6 – Part VI & Part XIII Section H – Drug Free Workplace**

**We have noted a discrepancy regarding the Drug Free Workplace requirement. On page 6 it suggests the vendor must apply or participate if selected. Page 41 states participation**

**or proof of enrollment must be submitted with the bid. Thank you for any clarification on this item.**

*A#21 There is no discrepancy. The Commission prefers enrollment by the vendors with which it does business in the Ohio Bureau of Workers Compensation's ("OBWC") Drug-Free Safety Program. If the Responding Vendor elects to demonstrate compliance with the Commission's requirements by enrolling in the OBWC Program, then proof of application to said program is sufficient in terms of the required submittal with the RFP response. However, If the Responding Vendor does not intend to enroll in the OBWC Program (for instance, because it is an out-of-state vendor), then it must provide evidence of a comparable drug-free workplace program or policy with its RFP response for the Commission's review and consideration.*

**Q#22 In Exhibit A the RFP discusses its roles regarding site preparation; however there is no definitive statement as to which party secures permits for the project. We appreciate any clarification on this item.**

*A#22 The Commission has already secured the permit required for the Service Plaza reconstruction project. The approval required for this Truck Stop Electrification Project will be in the form of a modification to the permit already in place, which approval will be requested, obtained and paid for by the Commission. (Please see the last paragraph of Section 3 in Exhibit A at page 26 of the RFP)*

*G:\RFPS\TRUCK ELECTRIFICATION RFP 2010 Q&A.doc*