

February 1, 2019

**ADDENDUM #1**

**REQUEST FOR PROPOSAL: Meadowlands Adaptive Signal System for Traffic Reduction (MASSTR) Maintenance Contract**

To All Interested Parties:

PLEASE BE ADVISED that the New Jersey Sports and Exposition Authority (“NJSEA”) is providing this addendum to the Request for Proposal (“RFP”) for the purpose of providing responses to questions from Interested Parties.

**1 The NJSEA is providing the following written responses to questions submitted by various Interested Parties.**

Q1: Please provide the list of all MASSTR equipment as mentioned on page 14, para. 3.2, as it is not provided in Appendix A.

A1: The list of all MASSTR equipment is defined in the Pay Item Specification Summary table in Appendix A on pages 89-90. The pay item specifications for all MASSTR equipment are provided in Appendix A. For further clarification, the existing MASSTR equipment for each subsystem is as follows:

- VDS: Econolite Autoscope, BlueToad
- CS: Cisco & Aaxeon, Proxim and Motorola Radios
- ATCS: SCATS

It is important that the Contractor focuses on the requirements provided in Appendix A, as the current MASSTR equipment may be subject to upgrade.

Q2: Appendix A, page 83, first paragraph, indicates an itemized list of all MASSTR equipment, parts .... is included in this contract.

A2: The list of MASSTR equipment is itemized in the Pay Item Specification Summary table in Appendix A, on pages 89-90, and is also itemized in Section 4.3.10, State of New Jersey - NJSEA Cost Proposal Forms, on pages 47-49.

Q3: Appendix A, page 86, paragraph Materials indicates "All replaced materials including equipment, parts, cable...shall be...in exact accordance with the equipment Manufacturer requirements and guidelines". Please provide the Manufacturer(s) that meets NJSEA requirements.

A3: All equipment requirements are described in Appendix A. When the compatible equipment is utilized in the field, the Contractor shall follow the manufacturer’s requirements of that specific equipment for installation, maintenance, and repair.

Q4: Page 15, paragraph 3.2.2, Please clarify the statement "Damages caused by power surges shall be repaired at the Contractor's Expense" ? How does a Contractor cover these unknown, unforeseen costs?

A4: Clarification: If the power surge occurs as a consequence of the Contractor's action, then the Contractor shall be responsible for all expenses related to the repairing or replacing the equipment damaged as a result of the power surge.

Q5: Ref: page 50, paragraph 4.3.10.2, "Total Estimated Repair Labor Annual Cost-TLAC" lists cost of Regular Time and Overtime, however, the requirement for Double Time is missing.

A5: The term, "Double Time," can be captured by "Overtime". Overtime refers to the time outside of normal working hours, or Regular Time, as defined within the specification for itemized pay items RR-137 and RR-137a on Pages 150-151.

Q6: NJSEA has requested Unit Prices for a Period of 3 years in the Base Bid plus options for a 4th and 5th year. The Bid Documents do not provide the means to quote the 4th and 5th years to include wage rate increases, equipment cost increases, cable price increases, insurance rate increases.... Is it the expectation of NJSEA to have Contractors include cost increases for years 4 and 5 in the Base Bid?

A6: The option to extend the term of the contract for two additional periods of one year each may be exercised by the NJSEA at its sole discretion. During the initial three year contract term, prior to exercising any option, the NJSEA may request that the Contractor submit a budget or price proposal for the option period to the NJSEA for review. Proposals for the option period should not be included with the bid submitted in response to this RFP.

Q7: Page 15 paragraph 3.2.2, calls out Repair and/or replacement of items. When referring to the "Pay Items" 4.3.10.1 all the Items are described as Replace, no mention of "Repairs". Will REPAIRS be required?

A7: Please pay particular attention to Section 3.5, on Page 24, and the detailed language provided in Section 4, "Measurement and Payment," within the specifications for each PAY ITEM for either repair or replacement in Appendix A. The Pay Items described as Replacement items will utilize the flat rate pay unit prices to be provided in Section 4.3.10.1, and the Pay Items described as Repair items will utilize the Labor unit hourly rates to be provided in Section 4.3.10.2, plus costs of materials and equipment.

As the extent of the required repair for each repair incident cannot be predicted, the NJSEA understands that the Contractor cannot accurately monetize this value. Consequently, NJSEA is requesting the hourly labor rates in the cost proposal (see section 4.3.10.2). Based on the number of required labor hours at the quoted hourly labor rate and the costs of utilized materials and equipment, the repair will be compensated on a case by case basis, as described under Section 4, "Measurement and Payment" for each applicable item.

For instance, if VDU 1 is out at Intersection X, through the usage of the bucket truck and a police director to protect traffic, you diagnose that VDU 1 cable has lost its connection due to a loose cable and repair the connection. In this case, you submit an invoice to the NJSEA to be compensated for the technician's time, in accordance with the hourly labor rate defined in this RFP, equipment (Bucket truck), and police director (submit the police invoice).

If the loss of the connection is a result of VDU damaged beyond repair, the replacement pay item cost quoted in Section 4.3.10.1 shall be utilized, which includes the cost of removal of old VDU, installation of new VDU, labor, and all equipment and tools necessary to complete the work, as described under Section 4, "Measurement and Payment," for Item RR-101.

Q8: APPENDIX B: NJDOT STANDARDS page 165 is followed by page 166 that starts with Pay Item RR-101: Vehicle Detection Unit at the top of the page then followed with Subsystem Testing forms.

A8: In response to this specific inquiry, respondents are advised to refer to Section 1, "Description," under Pay Item RR-101, in Appendix A on page 91, which states, "The installation shall comply with the current NJDOT Standard Specifications for Roads and Bridges Construction and the maintenance and deployment testing procedure." Appendix B, Pages 166-169, provides forms, in compliance with NJDOT Standards, required to be utilized by the Contractor with respect to testing procedures and record keeping for the subject pay item. For further clarification, see the response to Question 10.

Q9: Page 171 paragraph C.2.5.3.3 sentence 1. and page 213 paragraph C.2.10.3.1 sentence 1. See Common Design Considerations of Section C.2.1. (please provide C.2.1)

A9: Page 171 and page 213 are excerpts from NJDOT's TSM Procedure Manual, which are provided for the Contractor's information to demonstrate that the Contractor shall comply with NJDOT requirements for design and maintenance. Some sections (including C.2.1) are not attached to the RFP for brevity. For more information, we recommend the review of that specific manual.

Q10: Please clarify the intent of Appendix B.

A10: As noted in Page 165, Appendix B provides NJDOT Standards.

Throughout Appendix A, is noted that the installation, repair, maintenance, etc. shall follow Federal, State (NJDOT)... requirements. This is particularly important for the intersections that are under NJDOT jurisdiction and NJDOT is the owner of signal. With this consideration, some parts of NJDOT requirements related to the design, installation, repair, and maintenance of specific items defined in the beginning of the section are extracted from the NJDOT Procedure Manuals for ease of use by the reader of this RFP to comprehend fully the Contractor's responsibilities.

Q11: Page 14 paragraph 3.1 Objective: Will NJSEA accept Labor Pricing for installing equipment only?

A11: Please see the response to Question 7. It is essential to pay specific attention to Section 4, "Measurement and Payment," for each pay item. Hourly Labor Rate quotes will be utilized for repair purposes. The replacement costs, which are inclusive of all labor to install the new equipment, shall be captured under the Pay Unit Price for each replacement pay item.

Q12: There are some Vendors who are interpreting the last sentence, "The NJSEA reserves the right to separately procure individual requirements and components that are the subject of the Contract during the Contract terms" to mean they don't/won't quote the work to Contractors to Complete the Table 4.3.10.1.

A12: This addendum shall modify the RFP by deleting the following sentence from Paragraph 3.1 in its entirety: "However, the NJSEA reserves the right to separately procure individual requirements and components that are the subject of the Contract during the Contract Term."

Q13: Please clarify if the NJSEA expects the Table to be filled in completely or will you accept smarts and parts pricing from the Communications Vendor, the Signals Vendor and the VDT Vendor.

A13: The NJSEA requires each Respondent to completely fill out the table, otherwise its proposal will be rejected. The NJSEA will enter into a contract with one Contractor. Subcontractors and vendors shall work in collaboration under the main Contractor.

**This Addendum modifies applicable sections of the RFP. It is the responsibility of the Interested Party to ensure that all changes are incorporated into the original RFP. All documents distributed as part of this procurement are available at the public notice section of the NJSEA website: <https://www.njsea.com/public-notices/>**