

**ADDENDUM #1 Questions and Answers - IFB 6100065315, PennDOT
Suburban Safety Service Patrol 6-0.**

1. **Question:** The suburban safety patrol bid # 6100065315 references a “ supervisor vehicle “ and a “ supervisor staff position paid \$ 27.00/hour wage” . What are the workdays/hours/shifts that PennDOT will be paying the contractor to provide this supervisor vehicle and the supervisor employee? Exhibit B is not showing a billable scope of work for this item and personnel?

Answer: The contractor can schedule the supervisor and vehicle in a manner where it will be most cost effective the contractor and beneficial to the Department in a zone in lieu of a tow truck. This new position and truck were added to the contract to assist with hard shoulder running which will go live toward the end of this contract.

2. **Question:** What equipment will be required to be on the “ supervisor vehicle”. Does it require the same equipment as the tow trucks? Arrow board, etc.?

Answer: The supervisor vehicle should be outfitted with lighting packages and equipment that is required on the standard SPV. Please refer to pages 27, 28 and 29 where any additional equipment is stated by defining the SV as the supervisor vehicle.

3. **Question:** What type of utility body is requested on the supervisor vehicle? Open bed utility body? Enclosed style utility body?

Answer: Enclosed style utility body.

4. **Question:** Please clarify should the Commonwealth fail to pass the annual state budget on time, will the safety service patrol contractor continue to be paid in a timely manner, specifically 30 days net?

Answer: **Per the Terms and Conditions V.23 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of

the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

Per the Terms and Condition **V.32 CONTRACT-023.1a Termination Provisions (Oct 2013)**

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

5. **Question:** Will the safety service patrol contractor be permitted to charge late fees as a percentage of invoice due if the commonwealth does not pay on time or in the instance of a budget impasse where payments may be delayed?

Answer: Per the Terms and Conditions V.23 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

6. **Question:** This project appears to rely on federal funding. How long is funding of this contract guaranteed at this time?

Answer: At this time, it is anticipated PennDOT District 6 will continue to pursue funding for this project from federal and/or state funding sources.

7. **Question:** Should the contract be cancelled either in the first 2-year term or the renewal term of 2 years not be optioned or cancelled during that renewal term due to federal funding issues, will PennDOT reimburse the safety service patrol contractor for the cost incurred to purchase and outfit the (15) tow trucks and (1) supervisor truck in full?

Answer: At this time, it is anticipated PennDOT District 6 will continue to pursue funding for this project from federal and/or state funding sources.

Per the S.O.W. X. SPV VEHICLE AND ACCESSORY REQUIREMENTS

A. The Service Patrol Vehicle

The SPV's shall be retrofitted to conform to all the vehicle and equipment specifications contained in Section XVII. **A total of eleven (11) such SPV's plus four (4) SPV's as "back-up" vehicles shall be provided by the Contractor.**

Prior to commencement of service, the Department shall inspect each vehicle designated for the service patrol to ensure that it meets or exceeds safety requirements. Succeeding inspections shall occur periodically as mandated by the Department. Any unsafe or poorly maintained vehicle(s) shall be removed from service or repaired as directed. The "back-up" vehicles shall be provided to complete the shifts of vehicles removed from service. The Contractor shall be required to have the "back-up" vehicles available for service at all times. All SPVs must have a current Pennsylvania Vehicle Registration Card and shall meet Pennsylvania Vehicle Insurance Requirements.

B. The Supervisor Vehicle

The SV shall be a ¾ Ton 4x4 4 door Crew Cab Pickup Truck with an 8-foot utility body. The vehicle shall be the latest model year of the manufacturer at the time of delivery. The vehicle shall include all genuine O.E.M. parts, accessories and equipment considered standard for the vehicle offered by the bidder. The vehicle shall comply with all applicable Federal Motor Vehicle Safety Standards and shall conform to the requirements of the Pennsylvania Motor Vehicle Code.

C. SPV Equipment

Each of the fifteen (15) SPV's (including the 4 "back-up" vehicles) and the SV shall be equipped at the Contractor's expense (unless otherwise noted) as per Section X, SPV and SV Vehicle and Accessories.

If a marketing agreement is in place at the time of the bid, the resulting Purchase Order shall contain a lump sum line item of \$48,000 (\$3000.00 per vehicle) for the cost of wrapping of the 15 SPVs (including the "back-up" vehicles) and the supervisor vehicle. Vendor shall contact the PennDOT Project manager for contact information on who shall provide the vehicle wrapping services. Vehicles shall be wrapped prior to the first day of contract. Documentation of the

wrapping cost shall be submitted with invoice before reimbursement shall be made. Please see Section XVI for more information on removal of the vehicle wrap. Vendor shall remove vehicle wrap at their own expense and shall not be reimbursed for this cost.