REQUEST FOR PROPOSAL

FROM: Robert D. Ladson, PE
Infrastructure Manager

DATE: June 12, 2014

SUBJECT: Perform inspections on the Uninterruptible Power Systems and make various improvements at various locations along the Indiana Toll Road.

______________________________________________________________________________

Overview:

ITR Concession Company (ITRCC) is requesting bids from responsible firms ("Firm") with expertise in inspecting, assessing, recommending improvements and making improvement to Uninterruptible Power Systems (UPS) at various locations along the Indiana Toll Road. (ITR)

The project involves:

- Inspect the UPS at various sites throughout the ITR on a 12 month rotation over the course of a three year period.
- Provide a status and recommendation report on each UPS every 12 months over the course of a three year period.

The firm selected must have the ability to provide the full-range of services or to team as necessary to complete the Project.

**************************************************************************

1.0 INSTRUCTIONS:

1.1 SUBMIT PROPOSALS TO: ITR Concession Company LLC
Attn: Robert D. Ladson, PE
Email: rladson@indianatollroad.org

LABEL BID/PROPOSAL CONTAINER: Project Title: UPS Improvement

1.2 DUE DATE & TIME FOR SUBMISSION:
Date: June 30, 2014
Time: 12:00 P.M. (EST)
1.3 **SUBMITTALS:** Submit all proposals electronically. (Submittals must be under 9 MB.)

1.4 **PROPOSAL FIRM TIME:** 90 Days from Receipt of Proposal

1.5 **SECURITY:** Offer $ N/A Performance $ N/A

1.6 **VENDOR CONFERENCE/SITE VISIT:** Yes X No

   Mandatory Attendance: Yes X No

   *No group site visit is planned. However, any firm interested in site visits are welcome to schedule one through the Infrastructure Department*

1.7 **PROJECT CONTACT:**

   ITR Concession Company LLC  
   Attn: Robert D. Ladson, PE  
   Title: Infrastructure Manager  
   Email: rladson@indianatollroad.org  
   Phone: (574) 651-2410

1.8 **CRITERIA FOR EVALUATION AND AWARD**

   Request for Proposals. The ITRCC will evaluate how well each proposal meets the requirements in terms of “responsiveness” to the specifications. Consideration will be given based upon the best price, best product, and best service.

   The ITRCC may request interviews with the top 3 firms.

2.0 **GENERAL**

2.1 **INDOT Pre-Qualifications**

   Not applicable
2.2 **RESERVATION**

ITR Concession Company reserves the right to reject any or all proposals.

2.3 **PAYMENT OF TOLLS**

The Firm shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by ITR Concession Company.

2.4 **COMPLIANCE WITH APPLICABLE LAW**

The Firm warrants that it shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations.

2.5 **WAGE RATES**

N/A

2.6 **SUBCONTRACTING/JOINT VENTURES**

X Allowed    ____ Not Allowed

ITR Concession Company intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. Assignments for subcontracting are allowable, but information or assignees and subcontractors will be required prior to finalization of a contract. For any joint venture to be acceptable, one vendor must take full contractual responsibility for the obligation.

2.7 **EQUAL OPPORTUNITY AND M./W.B.E. PROGRAM**

ITR Concession Company is committed to providing fair and representative opportunities for MBE / W.B.E.s in all contracts related to the ITR. Neither ITR Concession Company nor its Firms shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts related to the ITR. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that MBE / W.B.E.s are afforded a fair and representative opportunity to participate in ITR Concession Company’s contracts related to the ITR.

The dollar value of MBE / W.B.E. participation in contracts related to the ITR shall be 6% for each. MBE / WBE must be certified with the Indiana Department of Administration.
2.8 WORK LIMITS

Firm shall perform work within the Indiana Toll Road right-of-way limits. If any work requires the restriction or closures of local roadways or railroad right-of-way to complete the project, the firm is responsible for coordinating with all local government agencies, railroads, utilities, etc needed to perform the work – including obtaining permits, access, permission, etc.

With exception of maintenance of traffic control at local roadways, firm shall keep vehicles, materials, and staging to within property maintained by the ITR Concession Company LLC (ITRCC)

2.9 APPLICATION FOR PAYMENT

a. Firm shall submit to the ITRCC a monthly invoice for the work performed within the pay period. The invoice should be received by the ITRCC no later than the 25th of each month to ensure timely processing. A waiver of lien and a “Sworn Statement of Firm and Subcontractor to Owner” shall accompany all invoices.

b. Invoices must contain the following:

   i. Project Title
   ii. Firm name and address
   iii. Invoice number
   iv. Invoice beginning and ending date
   v. Date of submission

c. Invoice must be itemized as follows:

   i. Items description
   ii. Quantity
   iii. Unit of Measure
   iv. Unit Cost
   v. Quantity for current invoice
   vi. Total cost of item to date

d. All line items must be identical to the schedule of pay items

e. Upon request, the firm must support the quantities with data substantiating their correctness.

f. The ITRCC processes invoices once a month. Failure to submit an invoice in a timely fashion will delay payment.
2.10 PERMITS AND OTHER RELATED DOCUMENTS

Unless stated otherwise in the contract documents, firm shall obtain, at no cost to the ITRCC, all permits (including environmental permits, building permits, occupancy permits, etc.), right-of-access, easements, etc to perform the work. (i.e utilities, railroad, local, state, and / or federal) Copies of all of these documents shall be provided to the ITRCC within sixty (60) days of receipt. Firm shall notify the ITRCC immediately if permit applications are denied and provide all correspondence with railroad, utilities, local, state, and / or federal agencies.

2.11 SALES TAX

The ITRCC is subject to Indiana sales tax. The firm shall be responsible for paying all sales tax on all goods and services liable for sales tax. The firm shall include the sales tax in the unit prices of the various pay items.

2.12 SCHEDULE AND CONTRACT COMPLETION DATE

Upon award of contract, the selected contract shall submit a detail schedule and completion date that includes both design and construction aspects.

2.13 RESPONSIBLE FIRM

For bids to be considered “responsive”, Firms must declare that they are a “Responsible Contractor” on the form provided in the bid documents. The Responsible Contractor Policy and statement are a part of the standard ITRCC Contract.

Throughout the life of the contract the Firm is to comply with the provisions of the ITRCC Responsible Firm Policy.

2.14 SUBCONTRACTOR FORM AND USE

Firm shall submit to the ITRCC for approval all Subcontractor contracts. The Firm shall complete and return to the ITRCC a fully executed subcontractor form for each subcontractor. Work cannot begin until the ITRCC has approved each subcontractor form.

2.15 INSURANCE

The firm shall submit a bid that shall include the insurance coverage as shown in the sample contract.
### 2.16 SCOPE OF WORK

UPS Inspections:

- Inspect the UPS at the following sites throughout the ITR on a 12 month rotation over the course of a three year period. (The inspections must start no earlier than August and must be completed before the end of September each year.)
- Provide a status and recommendation report on each UPS every 12 months over the course of a three year period.
- Provide an overall summary of each UPS in a table format for quick reference.

<table>
<thead>
<tr>
<th>MM</th>
<th>Plaza Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>UPS Make / Model</th>
<th>serial number</th>
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<tbody>
<tr>
<td>1</td>
<td>West Point</td>
<td>105 112th Street</td>
<td>Hammond</td>
<td>IN</td>
<td>46320</td>
<td>Fe10kva</td>
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<td>5</td>
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<td>17</td>
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<td>Lake Station</td>
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<tr>
<td>23</td>
<td>Willow Creek</td>
<td>2345 Willow Cr. Rd</td>
<td>Portage</td>
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<td>24</td>
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<td>2500 Hamstrom Rd.</td>
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<td>31</td>
<td>Valpariso</td>
<td>980 N. State Road 49</td>
<td>Chesterton</td>
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<td>Westville</td>
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<td>87</td>
<td>Administration Building (First Floor)</td>
<td>52551 Ash Road</td>
<td>Granger</td>
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<td>APC Symmetra PX 30kw</td>
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<tr>
<td>87</td>
<td>Administration Building (Second Floor)</td>
<td>52551 Ash Road</td>
<td>Granger</td>
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<td>121</td>
<td>Howe / La Grange</td>
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<td>Howe</td>
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<td>Angola</td>
<td>IN</td>
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<td>FE10K02320</td>
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</tbody>
</table>
At a minimum, inspections for unit shall include the following major and minor items.

**Minor PPM Procedures**

1. Thermally scan all breakers, major power connections, and associated controls. Report all delta temperature greater than 20 degrees F on three phase connections—when load is symmetrical.
2. Measure and load all actual system and LCD meter readings on UPS and verify are (+/-1%).
3. Review alarm log / history event file for any irregular activity or events, update time and date.
5. Inspect AC/DC power capacitors and DC vent caps that may have extruded more than 1/8”, verify date codes.
6. Inspect Inverter and Rectifier gate driver board condition and connections.
7. Check power supply voltages for stability (flickering LED’s) and correct output (+/-10%).
8. Visually inspect Static Switch assembly components including SCR’s, driver board, fuses and wiring.
9. Measure and record 3 phase harmonic I/O capacitor current readings (within 10% P-P).
10. Visually inspect DC chopper assembly components including chokes, SCR’s capacitors, fuses, and wiring.
11. Check fans for proper operation and rotation.
12. Verify all LED’s and lights on UPS and Remote Monitoring Panel are operational.
13. Check that any critical OEM field service advisory modifications have been completed.
14. Verify Remote Monitoring System status—web card, modem, BMS, etc.
15. Verify inverter output waveforms are not clipping and are sinusoidal with digital Oscilloscope.
16. Check air filters for cleanliness and correct type: clean or replace as needed.
17. Perform complete battery PM and adjust charger float settings if necessary (see battery SOW).
18. Verify all equipment is operating in a satisfactory environment (i.e. clean and cool).
19. Provide inspection report, with recommendations, to Customer within five (5) business days.

**Major PPM Procedures**

1. Transfer load to bypass (maintenance bypass if available) and isolate UPS module (when possible).
2. Check / torque all high voltage input/output/battery bus connections.
3. Check DC capacitor fuses for continuity.
4. Inspect all UPS components: inverter, rectifier, static switch, chopper, for signs of defects or stress.
5. Torque all UPS components: inverter, rectifier, static switch, chopper to specified values (if accessible).
6. Inspect all UPS magnetics: isolation transformers, inductors, chokes, for signs of defects or stress.
7. Torque all UPS magnetics: isolation transformers, inductors, chokes, to specified values (if accessible).
8. Check and Verify control parameters/setups if possible.
9. Check and Verify inverter, rectifier, static switch, and control software if possible.
10. Check and adjust operating parameters below (not applicable to all makes and models).

   A. Rectifier and inverter over/under voltage set points.
   B. Ground fault detection set points.
   C. Over / under frequency thresholds/set points.
   D. UV/OV threshold settings (if digital or analog set points).
E. DC parameters, float voltage, DC current calibration (if necessary)
F. Inverter/Bypass is within tolerance.

11. UPS frequency slew rate and slew function is on.
12. Calibrate LCD display to actual values if necessary.
13. Simulate actual utility failure (load on MBB only), verify rectifier walk in and current limiting (approval required).
14. Verify batteries discharge and recharge normally (approval required).
15. Simulate static switch Emergency Transfer Test (simulate inverter fuse failure).
16. Perform complete battery PM and adjust charger float settings if necessary (see battery SOW).
17. Check UPS / generator compatibility if necessary (approval required).
18. Clean external and internal UPS components (using compressed air, vacuum).
19. Verify all equipment is operating in a satisfactory environment (i.e. clean and cool).
20. Provide inspection report, with recommendations, to Customer within five (5) business days.

IMPORTANT NOTES:

- All inspection must be coordinated with ITRCC 48 hours in advanced.
- During inspections, power must not be disrupted to the facilities. Provided there will be no power disruptions to the facilities, inspection can occur during normal working hours.
- In the event, power disruptions are necessary to replace components, make repairs, or other needed improvements, all work must be reviewed and approved by the ITRCC. In most instances, power disruptions can only occur during off-peak hours which may mean late night or early morning hours. Quoted price must include performing the work at the convenience of the ITRCC

2.17 BID TABULATION

Provide an itemize proposal based upon the following tabulation sheet.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2014 UPS Inspections and Report</td>
<td>Lump Sum</td>
<td></td>
<td>1</td>
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<tr>
<td>2</td>
<td>2015 UPS Inspections and Report</td>
<td>Lump Sum</td>
<td></td>
<td>1</td>
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<tr>
<td>3</td>
<td>2016 UPS Inspections and Report</td>
<td>Lump Sum</td>
<td></td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

| Contract Total |
This Agreement, entered into this _ of day XXXXX, by and between ITR Concession Company (“ITRCC” or the “Owner”) and XXXXX. (“XXX” or the “Contractor”) (collectively, the “Parties”).

WITNESSETH

WHEREAS, ITRCC desires to enter into a contract for certain work for the improvement of XXXXX located at Mile Post XXXXX on the Indiana Toll Road, as described in detail in the Contract Documents; and

WHEREAS, Contractor has represented that it has the professional and technical expertise and experience to perform the XXXX Work.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and in the Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows.

Article 1 - The Work of this Contract

The Scope of Work (the “Work”) and other particulars is set forth in Article 30 this Contract.

Article 2 – Date of Commencement and Date of Completion

2.1 The Date of Commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be stated in a Notice to Proceed issued by the Owner. Time of Contract Completion shall be XXXXX.

2.2 The contract time shall be measured from the Date of Commencement.

2.3 Time limits stated in the contract documents are of the essence of the Contract. By executing the agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

2.4 This Contract shall supersede the Letter of Intent, dated XXXX, previously entered into between the Parties, which Letter of Intent shall be terminated as of the date of this Contract.

Article 3 – Contract Sum

The lump sum price for the Contract is XXXXX (the “Contract Sum”). The Contract Sum shall not be subject to change or escalation, except as expressly provided for in this Contract.

The Contractor shall be solely responsible for any applicable sales and/or use taxes for equipment or property utilized in the execution of this Contract.

Article 4 – Payments