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Office of Finance and Administration
2300 South Dirksen Parkway / Springfield, Illinois / 62764

REQUEST FOR PROPOSALS (RFP) 14-1-DPIT ADDENDUM No. #11 Multi-State Locomotive Procurement

The purpose of this addendum is to provide a revised Simulation Table and to transmit “Questions and Answers Set #6.” The few remaining open questions will be answered as soon as possible with the goal of providing responses by Nov 15th. All other terms and conditions of the original RFP Notice and any addenda are unchanged. IDOT will continue to publish addenda to provide responses to vendor questions and additional information as required. Please check the Illinois Transportation Bulletin daily. Email Solicitation Contact Dante Watson at Dante.Watson@Illinois.gov for questions concerning this addendum and the RFP.

November 14, 2013



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Questions and Answer Set #6

229	<p>SBE Utilization Plan document - 5.26.1 and 5.26.2 Regarding Use of 2nd and 3rd Tier Suppliers: The SBE Utilization Plan document 5.26.1 and the related Letter of Intent document 5.26.2 are written to describe procurement activity between the prime vendor and a 1st tier supplier. IDOT provided guidance in Addendum 6, Question 204 that SBE content from both 2nd and 3rd tier suppliers can satisfy the SBE minimum requirement, however, forms related to 2nd tier supplier content were not provided.</p> <p>Manufacturers have knowledge of anticipated sales arrangements with their own 1st tier suppliers, but have no such information regarding 2nd tier suppliers. As such, the existing document 5.26.1 cannot be completed with intended pricing and 5.26.2 cannot be completed with intended pricing, and as such, cannot be notarized.</p> <p>Would the following approach to providing 2nd tier supplier information be acceptable:</p> <p>5.26.2. Letter of Intent (LOI) Between Prime Vendor and 1st Tier Supplier, which will utilize 2nd Tier SBE Suppliers Prime Vendor and 1st Tier Supplier intend to enter into a supply agreement when prime vendor is awarded the Multi-State Locomotive Procurement contract.</p> <p>In turn, 1st Tier Supplier would contract with 2nd Tier Suppliers. 1st Tier Supplier agrees to award a minimum \$XXX,XXX per locomotive to qualified SBEs. 1st Tier Supplier has not finalized vendor selection for its scope of work and will not complete the vendor qualification process until after award of the Multi-State Locomotive Procurement.</p> <p>1st Tier Supplier has been in discussion with the following SBEs in anticipation of the award of this business:</p> <ul style="list-style-type: none"> • A, an SBE currently registered with SBA SAM • B, a veteran-owned business currently registered with SBA SAM • C, a DBE currently registered with the State of Illinois <p>Copies of each organization's registrations are attached. IDOT will have the right to audit 1st Tier Supplier's financial records to verify compliance with the \$XXX,XXX minimum SBE content per locomotive. Prime Vendor will not have access to this</p>	<p>Attachment NN requirements have been amended to provide that the Letters of Intent (LOI) are no longer due with the Final Offer. Rather, the LOIs will be submitted with requests for subcontractor approval at the time a lower tier subcontractor/supplier is identified to perform work. Therefore, suppliers at any tier may be identified for purposes of the SBE provision at the time the supplier enters into a subcontract with the Vendor or other tier subcontractor/supplier. The Attachment NN forms were revised to accommodate subcontractors/suppliers of any tier for SBE commitments.</p>
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	<p>information, which is proprietary information between 1st Tier Supplier and its suppliers. Contract documents between Prime vendor, 1st Tier Supplier, and 2nd Tier Supplier will contain pass through language for IDOT SBE requirements allowing for site visits or adequate information for Audit compliance.</p> <p>Description of work to be performed by SBEs:</p> <p>The 2nd Tier SBE suppliers selected by 1st Tier Supplier will perform some combination of the following scope of supply:</p> <ul style="list-style-type: none"> • Manufacture components A, B, C. • Assemble and paint components D & E. 	
230	<p>Section A.21.5.1 - subsection 1.1.3 "Service and Performance Requirements and Route Simulations" and Addendum 8</p> <p>In the section "Performance Simulations Input Data" there are only three Input Data tables shown, however a total of six train simulations will be run per IDOT Addendum No. 3, Question 96; three for AAR conditions and three for SITE conditions.</p> <p>Does IDOT require Input Data tables for each train simulation run, for a total of six Input Data tables?</p> <p>Train A3 and B3 each operate with 2 locomotives, with one unit providing HEP. Should two input tables, one for each locomotive, be provided for these trains?</p>	<p>Yes, six input data tables are to be used, based on the format provided in the attached tables.</p> <p>The values for trains A3 and B3 shall be described as operating with the two locomotives in an MU configuration. Engine Speed and Sound Level shall be the value of a single locomotive. Horsepower, Tractive Effort and Fuel Consumption shall be the combined quantities of the two locomotives with each in the prescribed engine notch.</p> <p>Please see attached file "Simulation Input Table Revision."</p>



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231	<p>Section A.21.5.1 - subsection 1.1.3 "Service and Performance Requirements and Route Simulations" and Addendum 8</p> <p>Item 5 of "Common Inputs" states "50% duty cycle for air compressor"</p> <p>Does the 50% duty cycle apply to both locomotives of the 8-car train operating with two locomotives or just to one locomotive with the air compressor of the second locomotive operating at 0%?</p>	<p>To simulate practical conditions, a single compressor operating at 50% duty cycle is to be used.</p> <p>Please see attached file "Simulation Input Table Revision."</p>
232	<p>Section A.21.5.1 - subsection 1.1.3 "Service and Performance Requirements and Route Simulations" and Addendum 8</p> <p>In the section "Performance Simulations Output Data" what values need to be entered in the boxes labeled "BHP"?</p> <p>Are these values simply the Throttle Notch 8 BHP values for the engine at AAR conditions and SITE conditions?</p>	<p>This input table value shall be the resulting brake horsepower in each of the prescribed engine notches. Please see attached file "Simulation Input Table Revision."</p> <p>The output table value shall be the Throttle Notch 8 BHP value for the diesel engine at AAR conditions and SITE conditions.</p>



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233	<p>Attachment EE - Appendix F, First Paragraph for Life Cycle Costs states:</p> <p>“Offerors are required to submit tables of the projected Life Cycle Costs (LCC) of their product. Cost will be based on an assumption of 200,000 miles of annual operation under power produced per the Environmental Protection Agency (EPA) throttle-notch duty cycle (40 CFR Part 92.132, Table B132-1).”</p> <p>The last sentence of the Fourth Paragraph and following two bullet points also state:</p> <p>Fuel and, if applicable, Urea costs are to be included assuming the following:</p> <ul style="list-style-type: none">- consumption indicated by the outcome of the two locomotive plus eight coach simulation indicated in Technical Specification 9.2 and Attachment EE- Appendix G;- the mileage and duty cycle assumptions presented above; <p>How is the EPA throttle notch duty cycle supposed to be used, since the train performance simulation duty cycle yields its own throttle notch duty cycle, mileage per round trip, and fuel consumption?</p>	<p>IDOT has assumed that some elements of the Life Cycle Cost (LCC) will be determined or related to power production and resulting fuel consumption, and others will be related to annual mileage. Please assume the following in developing the LCC:</p> <p>Power production according to the EPA duty cycle for line haul locomotives with a single idle notch, calculated at approximately 72% utilization factor (6300 hours per calendar year) and accumulated mileage of 200,000 per year.</p>
234	<p>Offeror respectfully requests an additional 1 week to submit questions.</p>	<p>Another round of questions and answers cannot be supported within the procurement schedule. The request for additional time to submit questions is respectfully denied.</p>
235	<p>Attachment HH – Financial Disclosures</p> <p>Offeror intends to submit a 300+ page document of information available publicly through the internet. This document will appear twice in the final offer. In an effort to reduce the amount of paper used, is it acceptable to insert a single sheet of paper indicating the website address of this document?</p>	<p>A one page document with the website address is acceptable to provide publicly available information for the purpose of completing Attachment HH.</p>



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236	<p>Addendum #8, RFP Section A.21.5.1 – subsection 1.1.2 “Locomotive P2 Force and Weight Schedule” requires that P2 force also be calculated per section 5.7.4 and 5.7.5. But section 5.7.4 is for dynamic response on FRA class 1 through class 5 track according to AAR chapter XI and 5.7.5 is for dynamic response on FRA class 6 and class 7 track according to CFR 49 section 213.345. None of these sections specifies any track parameter values for P2 force calculation. In order to calculate the P2 forces for section 5.7.4 and 5.7.5, it is requested IDOT provide track parameter values for each of the FRA track class 1 through class 7.</p>	<p>There are three parts to the supplemental information required per Addendum 8 section A.21.5.1. Maximum P2 force as defined in section 5.7.3, maximum P2 force as defined in section 5.7.4 and maximum P2 force as defined in section 5.7.5. Inputs for 5.7.3 are defined in that section. Inputs for 5.7.4 are defined in Chapter XI of AAR Standard M-1001. Inputs for 5.7.5 are defined in the MCAT data in 49 CFR 213 Appendix D.</p>
237	<p>RFP Section: Attachment EE, Appendix C, Section 3.6.5 – Component Approvals</p> <p><u>Changes:</u> The ability to make changes to the product that do not impact the form, fit or function of the project without consent will allow the Vendor to more efficiently incorporate new techniques and parts to the product without the expense and delay of an administrative process to approve all minor changes. Please include language specifically enabling the parties to make changes (without notice or consent by the JPE) to the product/scope that does not impact form, fit or function.</p>	<p>Reference Technical Specification section 3.6.3.1 for the detailed threshold of engineering change that requires customer approval.</p> <p>In addition, Offerors are reminded to please see RFP Attachment EE, Appendix A, Section 9 “Changes” for contractual requirements for Change Orders.</p>



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238	<p>Attachment EE, Appendix C, Section 18.7 & 18.17.3</p> <p>Specification requires “The vehicle and its components shall comply with the requirements of 49CFR Section 238.103, Appendix B and APTA Recommended Practice RP-PS-005-00”. Please confirm that according to 49CFR Section 238.103.a.1 these flammability and smoke emissions standards only apply to the locomotive cab and not the complete vehicle.</p> <p>Specification requires “All materials used in the vehicle construction. except for materials used in small parts (such as knobs, rollers, fasteners, clips, grommets, and small electrical parts) that would not contribute significantly to fire propagation or to smoke or toxic gas generation, shall be tested for toxicity using Boeing Specification Support Standard BSS-7239”. Please confirm this toxicity requirement only applies to the locomotive cab and not the complete vehicle.</p>	<p>Regarding TS 18.7, FRA 238.103 clearly defines the scope of the flammability and smoke emissions standards.</p> <p>Toxicity analysis per spec section 18.17.3 shall be included in the Fire Safety Analysis required per 238.103.</p>
239	<p><u>Limitation of Liability:</u> Proposer requests that the Contractor’s total liability to the JPE for all claims whether in contract, warranty, tort, or otherwise shall be limited to 10% of the value of the applicable Ordering Agreement. The cap on liability is commensurate with typical contract returns and is consistent with industry and market practice.</p>	<p>The request is not approved.</p>
240	<p>Attachment DD, Section 1, Attachment EE, Appendix J, Section 22, 23, 24, WSDOT Ts&Cs, Section 2.17</p> <p><u>Termination/Suspension:</u> Given that there will be multiple agreements with multiple parties, clearly and concisely setting forth the termination provisions in the Master Agreement that flow down to the Ordering Agreements will allow each party to work under the same duties and obligations. Further, in the event of termination for convenience, Vendor should be compensated for work performed and expenses incurred for preparation for performance.</p> <p>Please and to the extent possible, homogenize the various provisions in the RFP which allows the JPE to terminate the contract or suspend the contract for convenience. Compensation for such termination should include payment for goods delivered, and work in process, raw materials and reasonable profit thereon.</p>	<p>The request is noted. Final terms of the Master Agreement will be negotiated with the awarded Offeror. The RFP contains the terms and conditions under which IDOT and Caltrans expect to enter into contract. Modifications to the terms and conditions are not viewed favorably.</p>



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<p>241</p>	<p>Attachment DD, Sections 10 and 11</p> <p><u>IP Remedy:</u> Proposer requests the following: “The Contractor shall indemnify the JPE for damages from third party intellectual property infringement claims; provided, however, the indemnity obligation is conditioned upon the JPE providing the Contractor prompt written notice of such claim, and the Contractor has the right to assume the defense of any such claim. In case any of the goods or any portion thereof is held, or in the Contractor’s reasonable opinion, is likely to be held, in any such suit to constitute infringement of a third party’s intellectual property, the Contractor may within a reasonable time, at its option, either: (i) secure for the JPE the right to continue the use of such infringing item; or (ii) replace, at Contractor’s sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event the Contractor is, in the Contractor’s reasonable discretion, unable to either procure the right to continued use of the allegedly infringing item or replace the allegedly infringing item, as provided in clauses (i) and (ii) of the immediately preceding sentence, the allegedly infringing item shall be returned to the Contractor, and the Contractor’s maximum liability for such infringement shall be to refund to the JPE the amount paid to the Contractor for such item less any depreciation as calculated on a five-year straight-line basis commencing with the JPE’s acceptance of the applicable good. This shall be the sole and exclusive remedy of the JPE and Contractor’s sole obligation for infringement.”</p> <p>Our position is consistent with industry and market standards to allow us to defend and protect claims against our intellectual property from a global perspective.</p>	<p>The request is noted. Final terms of the Master Agreement will be negotiated with the awarded Offeror. The RFP contains the terms and conditions under which IDOT and Caltrans expect to enter into contract. Modifications to the terms and conditions are not viewed favorably.</p>
<p>242</p>	<p>Attachment DD, Section 11, Appendix J, Item 28</p> <p><u>Indemnification:</u> Please make it clear that to the extent that the Contractor’s indemnification obligation is limited to 3rd party damage to property or personal injury and to the extent such damage or injury is caused by sole negligence or willful misconduct of Contractor.</p> <p>This provision is to clarify that Vendor’s duty to indemnify against third party claims is based upon our own acts and misconduct. This is consistent with industry and market practice.</p>	<p>The request is noted. Final terms of the Master Agreement will be negotiated with the awarded Offeror. The RFP contains the terms and conditions under which IDOT and Caltrans expect to enter into contract. Modifications to the terms and conditions are not viewed favorably.</p>



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243	<p>Attachment DD</p> <p><u>Exclusion of Consequential Damages:</u> Consistent with industry and market standards, our corporate policy requires the exclusion of consequential and similar damages. This is an accepted market practice because consequential damages are inestimable, open-ended, and uncontrollable by the Vendor.</p> <p>Proposer requests the following provision be included in the Master Agreement and resulting Ordering Agreements:</p> <p>“Notwithstanding any term or condition herein to the contrary, in no event shall Vendor, its officers, directors, subsidiaries, affiliates, employees, agents or representatives be liable for any indirect, incidental, consequential, punitive or special damages of any kind.”</p>	<p>The request is noted. Final terms of the Master Agreement will be negotiated with the awarded Offeror. The RFP contains the terms and conditions under which IDOT and Caltrans expect to enter into contract. Modifications to the terms and conditions are not viewed favorably.</p>
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244	<p>Attachment DD, Section 12</p> <p>Insurance:</p> <ol style="list-style-type: none">1) Contractors may not be able to include suppliers under their insurance policies. Is there a minimum supplier scope in order to require insurance of this magnitude? Referring to: <i>“In the case of Contractor’s utilization of subcontractors and suppliers to complete the contracted scope of work, Contractor shall include all subcontractors and suppliers as insured are under Contractor’s insurance or supply evidence of insurance to IDOT equal to policies, coverages and limits required of Contractor.”</i>2) Proposer requests deletion of the following provisions, as the industry standard allows for insurance policies to be in excess of any other coverage that might apply. Referring to: <i>“The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:</i><ol style="list-style-type: none">1. <i>Primary Clause – Any required insurance contained in this Contract shall be primary, and not excess or contributory, to any other insurance carried by IDOT or JPEs.</i>2. <i>Stipulation that the Insurance is primary insurance and that no insurance or self-insurance of IDOT or JPEs will be called upon to contribute to a loss. Any insurance or self-insurance maintained by IDOT or JPEs shall be excess of the Contractor’s insurance and shall not contribute with it”.</i>3) Continuation or Change in Coverage – Proposer can provide certificates after renewal of an insurance policy, but may not be able to provide certificates at least ten (10) days prior to expiration. If the proposer can provide assurance that the policies will be renewed and there will not be a lapse in coverage, would IDOT accept this change?	<ol style="list-style-type: none">1. There is not a minimum supplier scope.2. The proposed deletions are not accepted. Those provisions will remain in the RFP.3. IDOT and Caltrans are willing to accept a commitment of no lapse of coverage, with certificates provided within ten (10) days of policy renewal or change.
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245	<p>Attachment DD, Attachment EE, Appendix A, Sections 21 and 22</p> <p><u>Warranty.</u> Given that there will be multiple agreements with multiple parties, clearly and concisely setting forth the warranties in the Master Agreement to flow down to the Ordering Agreements will allow each party to work under the same duties and obligations.</p> <p>Proposer suggest that the RFP and Contract Documents be modified as follows: “Contract will represent and warrant the following: (i) Contractor is authorized to execute and deliver the Master Agreement and each Ordering Agreement; (ii) Contractor is validly existing and in good standing under the law of its state of incorporation; (iii) the goods delivered will be free from defects in material, workmanship, and design for a period of 24 months after delivery to the JPE; (iv) the goods delivered will conform to the Technical Specifications in all material respects; and (v) nothing delivered under any Ordering Agreement will infringe upon any third party’s intellectual property.</p> <p><u>Limit on Warranties:</u> Proposer requests the following: “Except for the warranties set forth above, there are no other warranties, express or implied, on the goods, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.” Proposer maintains that such a statement is consistent with market and industry standards.</p>	<p>The request is noted. Final terms of the Master Agreement will be negotiated with the awarded Offeror. The RFP contains the terms and conditions under which IDOT and Caltrans expect to enter into contract. Modifications to the terms and conditions are not viewed favorably.</p>
246	<p>Attachment DD, Attachment EE, Appendix A, Sections 21 and 22</p> <p><u>Warranty Remedy:</u> Proposer requests that the Contractor’s sole obligation, and the JPE’s sole remedy, for breach of warranty shall be the repair or replacement of the defective good.</p> <p>This remedy is consistent with industry and market practice.</p>	<p>The request is noted. Final terms of the Master Agreement will be negotiated with the awarded Offeror. The RFP contains the terms and conditions under which IDOT and Caltrans expect to enter into contract. Modifications to the terms and conditions are not viewed favorably.</p>



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247	<p>Attachment EE, Appendix A, Section 13.3</p> <p><u>Liquidated Damages:</u> Liquidated damages are a customary industry remedy, particularly in situations where damages may be difficult to predict or ascertain. Further, capping liquidated damages based on the Ordering Agreement value equitably allocates the risks involved and provides a substantial remedy to the JPE.</p> <p>Therefore, Proposer requests modification to the RFP as follows: “The Contractor shall pay to the JPE, as liquidated damages, \$1,000 per locomotive, per day in the event a locomotive ordered by that JPE is not delivered per the terms of any Ordering Agreement. Liquidated damages set forth herein shall be the sole and exclusive remedy for late delivery of the locomotive. Liquidated damages shall be capped at 10% of the applicable Ordering Agreement. No liquidated damages shall be due and payable to the JPE if the cause of the delay was outside of Contractor’s control or partially occasioned by the JPE.”</p>	The request is not approved.
248	<p>Attachment EE, Appendix A, Section 13.4 and 17.3</p> <p>Proposer suggests that IDOT and the JPE’s commit to negotiating Milestone Payment Schedules with the selected Vendor that comply with Federal Guidelines for achieving neutral cash flow. Please refer to the Best Practices Procurement Manual (Section 2.4.4.3), which discusses progress payments.</p>	This request is not approved.
249	<p>Section 2 “PRICING”, Section 2.5 “TAXES”</p> <p><u>Taxes:</u> If the Contractor is required to include sales tax in the contract price, the Contractor will be at risk of periodic rate increases by state, county, and city governments. Since it is impossible to adequately forecast these changes, the contractor requests the ability to adjust the price for any changes to these rates. Sales tax is intended to be a tax paid by the end user and therefore normally added to the original sales price. In the case of this procurement, the Contractor is being requested to include the sales tax in the price. Does this make the resulting price taxable at the increased amount? Also, who pays the taxes?</p> <p>Please add a provision for tax rate changes, allowing the Contractor to adjust the prices and invoices accordingly.</p>	RFP Attachment EE, Appendix A, Section 10.2 “Changes of Law” contains provisions for negotiating price adjustments if changes of law impact price and/or terms and conditions. Such changes shall be addressed by change orders.



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250	<p>Attachment EE, Appendix A, Section 13.1</p> <p><u>Payment</u> – If the delay is not caused by the Vendor, we require a means of getting paid by the JPE, even if the locomotives are not Finally Accepted and invoiced by the “no later than” dates shown in the RFP, Attachment EE, Appendix A, Section 13.1. Proposer requests that IDOT/Caltrans assist the Vendor in attempting to extend the funding deadlines to protect all parties. This is a very significant risk.</p>	<p>Reference Addendum 8, Q/A # 215.</p> <p>Funding for this procurement is primarily Federally provided ARRA funding. IDOT/Caltrans can make no commitments regarding changes to funding deadlines. Offerors should not assume that any extensions in funding deadlines will be granted during the contract.</p>
251	<p>Attachment EE – Appendix E, “Additional Required Items Common to All States” – DTN</p> <p>Proposer has just received an updated NGEC Digital Train Line Specification from outside of the IDOT/Caltrans process. Is it the intent of IDOT/Caltrans for the costs of this system be included in the pricing for this procurement or will it be negotiated with the winning bidder after award?</p> <p>If costs for this system are to be included in the pricing for this procurement, please officially send the specification in response to this inquiry, as the specification still appears somewhat vague and undefined.</p>	<p>The intent of the RFP is to equip the locomotives with the basic physical elements of the DTL backbone during the initial manufacturing cycle in order to minimize the effects of any future modifications or additions, in accordance with the most recent revision of the draft DTL specification (currently at revision 5). The Offeror shall make best efforts to describe their approach to this process in their proposal, with the understanding that the DTL specification is under development and a completely defined set of requirements is in process through the NGEC. Minor changes will be addressed through the design review process.</p>



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252	<p>Addendum 8</p> <p>In order for the Offeror to provide sufficient information to the customer the Offeror kindly requests to further increase the page limits as listed in Addendum #8 for the final offer as follows:</p> <p>Packet 1 Technical Proposal Overall vehicle information:</p> <ul style="list-style-type: none">• Detailed description of each system: Please increase the page limit from 140 to 150 pages.• Please increase the page limit for “Service and performance requirements, and route simulations” from 25 to 28 pages.• Program Management, design Testing and Quality Assurance plans and work flow Diagram: Please change from “15 pages including 1 flow chart” to “15 pages for narrative and 1 flow chart (on 11x17)”.• Critical Path Method Schedule and accompanying narrative: Please increase the page limit for the schedule from 15 to 16 pages. Please increase the page limit for the narrative from 4 to 6 pages.	<p>Page limits are increased as follows to satisfy potential general needs of any Offeror and not to specifically address the needs raised by this question:</p> <ul style="list-style-type: none">• RFP Section A.21.5.1, Subsection 1.2 “Vehicle Major Systems” will be increased to 160 pages total on letter-sized paper, although 11x17 paper can be used for drawings as necessary.• RFP Section A.21.5.1, Subsection 1.1.3 “Service and Performance Requirements, and Route Simulations” will be increased to 30 total pages on letter-sized paper, although 11x17 paper can be used for drawings or diagrams as needed.• Program Management, Design Testing and Quality Assurance will be increased to 18 pages and 2 flow charts on 11”x17”.• Critical path Method and narrative is increased to 5 pages.
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253	<p>Attachment EE – Appendix E and PRIIA section 11.2.6 Strobe and Emergency Indicator Lights</p> <p>The Offeror kindly requests further information and clarification on the requested strobe light.</p> <p>Please provide further information about the functional requirements of the strobe light</p> <p>In order for the Offeror to ensure sufficient provisions, please clarify how many strobe lights shall be installed and where the lights shall be located. Please also clarify what provisions shall be foreseen e.g. pre wired or only provisions for wiring, shall the Offeror provide mounting provisions and cable outlets on the roof.</p>	<p>For the purposes of the Offer, the provisions for a strobe light would likely include the necessary conduits, basic wiring and secure mounting location for a future application. These details will be finalized during the design review process.</p>
254	<p>Attachment EE – Appendix E and PRIIA section 11.2.5 Train Number Boards</p> <p>Please provide further information and clarification on the requested Illuminated Train Number boards. Please explain what information shall be displayed (e.g. train number digits and text). Please also clarify the maximum text length which shall be displayed.</p>	<p>For the purposes of the Offer, the number boards would likely be a 4 digit, LED type board used to display train numbers and no text. These details will be finalized during the design review process.</p>
255	<p>Withdrawn by Offeror</p>	<p>The Question was withdrawn.</p>
256	<p>Attachment EE Appendix E Additional customer variables and PRIIA 17.4.</p> <p>The Offeror kindly requests further clarification on the requested Fuel Gauges.</p> <p>The customer variables specify the electronic fuel gauges as the standard. Please clarify if side glasses are required in addition to the electronic fuel gauges. Please also clarify if this will be required on both sides of the locomotive.</p>	<p>For the purposes of the proposal, an electronic fuel gauge and sight glasses on each side of the tank shall be included. These details will be finalized during the design review process.</p>



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257	<p>8. Software Escrow Account; Addendum No. #5 Q129 and Addendum No. #6 Q146 Q171</p> <p>The Offeror understands that the Escrow agreement will be developed after award of the contract. However, the Offeror kindly ask to clarify the conditions under which the customer can access the Escrowed Documents.</p>	<p>The escrow agreement and related issues will be addressed in negotiation of the Final Agreement with the awarded Offeror.</p>
258	<p>PRIIA 11.2.7 /11.2.8</p> <p>The required light intensity in Technical specification (PRIIA305-005) chapter “11.2.7 Engineer’s Cab Lights” at the work surface shall achieve 20 foot-candles and in chapter “11.2.8 Engine Room and Toilet Room Lights” the lighting intensity shall be 30 foot-candles at the floor level. Both values appear to be very high.</p> <p>Please confirm that the requested values are correct. The Offeror also kindly ask to clarify on which standards or regulation the requested light intensity will be based on.</p>	<p>The intensity values are correct. These values are also being used in certain locations of the PRIIA bi-level cars.</p>
259	<p>Addendum #8 Economic Price Adjustment</p> <p>Does IDOT intend the escalation formula to be applied to all option locomotives planned to be delivered after the contractual delivery of locomotive 32 of the base order?</p>	<p>An Economic Price adjustment will be applied to “Options that require a remobilization by the Vendor will be subject to an adjustment...” Any Option orders that are within or contiguous to the production of the base order will not qualify for an Economic Price Adjustment but will be subject to the Option Pricing to be provided in Packet 2 “Pricing Offer.”</p>



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2300 South Dirksen Parkway / Springfield, Illinois / 62764

260	<p>The Subcontractor definition in the Technical Specification reads: “Subcontractor – Provider to the Contractor of any services or materials for incorporation into the car design, car construction, spare parts, or other contract deliverable. The Contractor shall be solely responsible for the services or materials provided by the Subcontractor. The words "supplier", "manufacturer" and "vendor" to have the same meaning.”</p> <p>Proposer requests clarification regarding the definition of subcontractor. We interpret the definition in Addendum 6 and the Technical Specification to mean that a subcontractor is a provider of any services or materials for incorporation into the locomotive. Is this IDOT’s intent? If so, this definition would lead Proposers to believe that we are required to get and/or complete the subcontractor forms for every supplier of components, subcomponents, and parts. This is not common practice in the industry, as there is typically a dividing line between a supplier who provides material for incorporation onto the vehicle vs. a subcontractor who is hired to perform value-added contract work and/or furnish labor and/or materials directly on the vehicle.</p> <p>Please consider differentiating a subcontractor to mean that a subcontractor performs work and/or furnishes value-added labor and/or materials directly on the vehicle on behalf of the Vendor and in fulfillment of Vendor obligations.</p>	<p>Subcontractor: See Technical Specification Section 2.3. For purposes of financial disclosures and conflicts of interest, a subcontractor is any person or entity that enters into a contractual agreement with an <u>annual value of \$50,000 or more with the Vendor Offeror</u> pursuant to which the person or entity provides some or all of the goods or services for the Ordering Agreements. <u>This would include a person or entity who installs completed component(s) on the truck or body.</u> Notwithstanding the foregoing, any person or entity that enters into a contractual agreement with the Vendor Offeror to supply raw material, or a commercially available off the shelf product shall not constitute a subcontractor for the purposes of financial disclosures and conflicts of interest. See 30 ILCS 500/50-13 and 30 ILCS 500/50-35 as the statutes governing this definition and requirement for financial disclosures and conflicts of interest.</p>
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