



# Illinois Department of Transportation

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

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

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The purpose of this addendum is to transmit “Questions and Answers Set #1”, and to present changes to sections within the Request for Proposal which will be included below. 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 as required. Please check the Illinois Transportation Bulletin daily. Email Solicitation Contact Dante Watson at [Dante.Watson@Illinois.gov](mailto:Dante.Watson@Illinois.gov) for questions concerning this addendum and the RFP.

**August 29, 2013**



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## Questions and Answers Set #1

1.	Are you able to confirm if natural gas: LNG or CNG or dual fuel (natural gas and diesel) powered locomotives are eligible for this project?	While the technical specification 305-005, Revision A, 10 July 2012, is titled "Specification for Diesel Electric Locomotives", and specification sections 1.3; 1.4.6.4; 9.3; 9.3.3 and section 25.3 all require compliance with US EPA Tier 4 diesel exhaust requirements, the procurement process is not intended to discourage innovation. If equivalent (or superior) technical performance and competitive cost-benefit can be demonstrated, a locomotive builder could propose an alternative.
2.	If natural gas locomotives are proposed there will be a need for a fuel tender which each locomotive. Would this equipment be considered as part of the items covered under the contract funding?	Any ancillary equipment, such as alternative fuel tenders, is not covered by the contract funding for the locomotives.
3.	If the grayed area Product /Equipment Category is the Locomotive "Component", is each line item associated with it a "Sub-Component"?  The numbered line items of CER 2.6 are a Sub-Component, and then the CER 2.7 Buy America Component Supplier Certification Form would not be appropriate for each Sub-Component manufacturer to sign / submit.	The numbered line items (#1 to #117) in the Buy America Diesel Electric Locomotive Component Worksheet (CER 2.6) are the Buy America Components. The Buy America Diesel Electric Locomotive Component Worksheet does not identify any subcomponents by name. Each supplier listed on the Buy America Diesel Electric Locomotive Component Worksheet is required to complete the Buy America Component Supplier Certification Form (CER 2.7).
4.	Please provide the applicable taxes for the state of Washington and California. Bidder requires this information in order to complete the Pricing Schedules.	Per RFP Section 2.5 "TAXES: Each JPE's Ordering Agreement shall contain information regarding the inclusion or exclusion of taxes in Offeror's Pricing Offer." Ordering Agreement information will be provided in a future addendum.



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5.	Would IDOT please consider modifying the Pricing Schedules to reflect the applicable tax calculations for the quantity of locomotives being purchased by the individual JPEs?	Calculations of price (with or without state taxes) will be the responsibility of each Offeror.  Per RFP Section 2.5 "TAXES: Each JPE's Ordering Agreement shall contain information regarding the inclusion or exclusion of taxes in Offeror's Pricing Offer." Ordering Agreement information will be provided in a future addendum.
6.	Please confirm the Item No. 1 "Technical Elements" are consistent with the Major Systems listed in Section 1.2 (page 25 – 28).	RFP Section B.4.2 Item No. 1 "Technical Elements" is consistent with the Major Systems listed in Section 1.2 (page 25 – 28) with the following exceptions: <ul style="list-style-type: none"><li>• RFP Section B.4.2 Item No. 1 "Technical Elements" also includes the "General Arrangement Drawings" shown on page 24-25; and</li><li>• The Major Systems listed in Section 1.2 (pages 25 to 28) includes Chapter 24 "Safety Accessories" which is a pass-fail item per RFP Section B.10 (item 7) and is not part of the thirty-eight (38) points included in RFP Section B.4.2 Item No. 1 "Technical Elements."</li></ul>
7.	Item 1 –hcnical Elements – 38 Points – Please provide how the 38 points will be distributed against the Major Systems?	The thirty-eight (38) points in RFP Section B.4.2 Item 1 "Technical Elements" includes RFP Section 21.5.1, "Technical Proposal" subsection 1.1.1 "General Arrangement Drawings" and subsection 1.2 "Vehicle Major Systems" Technical Specification Chapters 4 through and including 17. Please note that Technical Specification Chapter 2Tec4 "Safety Accessories" is a pass-fail item per RFP Section B.10 and is NOT included in the thirty-eight (38) points in RFP Section B.4.2 Item 1 "Technical Elements." Please note that the Vehicle Major Systems regarding Running Gear (Trucks), Locomotive Propulsion System, and Head End Power (HEP) have the three highest evaluation point totals of all of the Vehicle Major Systems in the Technical Elements. No further breakdown of points per "Vehicle Major Systems" will be provided.



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8.	Will IDOT please provide the actual scoring value or at least the relative order of importance for the Technical Elements?	Please note that the Vehicle Major Systems regarding Running Gear (Trucks), Locomotive Propulsion System, and Head End Power (HEP) have the three highest evaluation point totals of all of the Vehicle Major Systems in the Technical Elements. No additional information regarding "Vehicle Major Systems" will be provided.
9.	Please provide the name(s) of the evaluators, their affiliation with each of the States and/or consulting agencies that will be involved in the technical evaluation of bids.	This information is not available until after an award has been made. After an award is made a "Freedom of Information Request" for this information may be submitted and will be considered in accordance with the State(s) laws governing those requests.
10.	If the Vendor achieves Final Acceptance of the last (35th) locomotive of the Base Order "No later than forty-two (42) months after NTP", are the intermediate dates flexible?	The ability of an Offeror to meet all schedule elements, including "Final Acceptance of the last (35th) locomotive of the Base Order 'No later than forty-two (42) months after NTP,'" as well as "the intermediate dates" will be taken into consideration during the review of the Offeror's master schedule for consideration of award of the six (6) points for "Schedule/Rate of Production" (see RFP Section B.4.2, Item 5). Please also note that "Final Acceptance of the last (35th) locomotive..." will be changed to "...the last (32nd) locomotive..."
11.	How will the proposal scoring be impacted if intermediate schedule dates are not met?	An Offer evaluation score may be adversely impacted "if intermediate schedule dates are not met," dependent upon the actual content of the Offer. IDOT/Caltrans cannot determine the actual impact on an Offer evaluation score prior to actual receipt and review of the Offer content.



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12.	Is the Vendor required to have been the prime contractor for a US intercity and/or commuter diesel electric locomotive in order to provide a reference for that customer?	No, Offerors are not required to have been the prime contractor for a US intercity and/or commuter diesel electric locomotive in order to provide a reference for that customer. References must meet the requirements of RFP Section 21.5.1, subsection 1.3.1 "Previous Similar Experience."
13.	The RFI issued July 6, 2012, Attachment A, Section 1 gave "Assumed parameters" of 350kW HEP load consist variants. Please confirm this remains the requirement for all simulations required of all three train sets as listed by the Performance Simulations request in Attachment EE, Appendix G of the RFP.	RFP Attachment EE, Appendix G "Service and Performance Simulations," will be revised to specify 45 kW per car average HEP load for the simulations for the base quantity of locomotives (up to 35 ea.). On Page 98, in the "Simulation Results" section, the following paragraph will be added below the bullet points after the first paragraph:  "Section 9.2 of the PRIIA Specification 305-005 (Revision A) describes the HEP system output capability as 600 kW minimum. For the purpose of conducting the simulations, the Offeror may assume an average load of 45 kW/car, throughout the duration of the simulation(s)."
14.	How many warranty field offices and warehouses will be required?	At this time, IDOT/CT anticipate six (6) Warranty Field Offices (and associated warehouses) being required. The Warranty Field Office locations will be Chicago, Illinois; St. Louis, Missouri; Detroit, Michigan; Oakland, California; Los Angeles, California; and Seattle, Washington.
15.	Items listed for "Long Distance Optional Locomotives" allows temporary HEP load shedding as an approach for managing horsepower between tractive and HEP requirements. What is the minimum required load per car during the load-shed period?	This being new technology and absent specific details from a car builder about how electrical loads would be identified and shed, we assume during acceleration, the control system for the locomotive would signal the consist of the need to load shed via the DTL, after which the loco would sense the actual HEP load demanded over an appropriate period, and if less than 600 kW, a portion of the remaining capacity could be used for acceleration on a temporary basis for a HEP/Traction load transfer. Also be advised that coordination with a Carbuilder, at a later date, will be the responsibility of the contractor.



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16.	<p>Items listed for “Long Distance Optional Locomotives” allows temporary HEP load shedding as an approach for managing horsepower between tractive and HEP requirements.</p> <p>What is the acceptable duration of the load-shed period after leaving a station?</p>	<p>No more than one minute. Please also note that the train’s present required HEP load shall never be removed for this purpose, but an existing available portion may be used for a temporary HEP/Traction load transfer, if less than 600 kW.</p>
17.	<p>What is the assumed HEP output for the sustained 125 mph operation?</p>	<p>RFP Attachment EE, Appendix G “Service and Performance Simulations,” will be revised to specify 45 kW per car average HEP load for the simulations for the base quantity of locomotives (up to 35 ea.).</p> <p>On Page 98, in the “Simulation Results” section, the following paragraph will be added below the bullet points after the first paragraph:</p> <p>“Section 9.2 of the PRIIA Specification 305-005 (Revision A) describes the HEP system output capability as 600 kW minimum. For the purpose of conducting the simulations, the Offeror may assume an average load of 45 kW/car, throughout the duration of the simulation(s).”</p>
18.	<p>Does one double-sided page constitute one page or two pages for proposal page count?</p>	<p>One double-sided page constitutes two pages for proposal page count.</p>
19.	<p>If IDOT, WDOT or CDOT purchase spare parts, will the Vendor be allowed to use (and replenish) the parts as a pool to perform warranty repairs?</p>	<p>Yes</p>
20.	<p>Please provide the order of locomotives to be manufactured and delivered to each location. Vendor would like to confirm that locomotives will be produced sequentially for each Ordering Agreement.</p>	<p>There is no requirement that locomotives be produced sequentially for each Ordering Agreement. Offerors may propose any locomotive production sequence that meets all the requirements of the RFP.</p>



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<p>21.</p>	<p>In Attachment EE, Appendix A, Section 21.4.1 Occurrence &amp; Remedy (page 42) a fleet defect is defined as: “A Fleet Defect is defined as cumulative failures of fifteen percent (15%) or more of any part, system, or component...”</p> <p>In the Specification, page 54, second to last bullet, a 10% fleet defect is referenced.</p> <p>Please confirm the fleet defect percentage is fifteen percent (15%).</p>	<p>A 10% fleet defect percentage is correct as stated in the Technical Specification. RFP Attachment EE, Appendix A, Section 21.4 “Fleet Defects” will be modified as follows to be consistent with Technical Specification 3.4.1 “Quality Assurance Plan:”</p> <p>21.4 Fleet Defects</p> <p>21.4.1 Occurrence and Remedy</p> <p>A Fleet Defect is defined as cumulative failures of <del>fifteen</del> <b>ten</b> percent (<del>15</del><b>10</b>%) or more of any part, system, or component in the same or similar applications with a minimum of <del>five (5)</del> <b>three (3)</b> failures of the same component where such items are covered by warranty.</p>
<p>22.</p>	<p>Please provide Digital Trainline Network (DTN) specification being developed by NGEC. Please confirm this DTN system will be compatible with the PRIIA car specification and cars that will be built by the supplier.</p>	<p>On August 26, 2013, the NGEC released a “Requirements for the Digital Trainline (DTL) PRIIA Specification” to the NGEC committee. A copy of this document may be obtained from the committee.</p>
<p>23.</p>	<p>How will any additional costs for the required infrastructure to support the service and operation of these locomotives be evaluated?</p>	<p>“Additional costs for the required infrastructure to support the service and operation of these locomotives” will not be evaluated as part of this RFP.</p>
<p>24.</p>	<p>Will IDOT please clarify the intent of the disclosures on the Essential Patent Disclosure Form. Will a failure to restrict any patent result in reduced evaluation points or disqualification of the bidder?</p>	<p>An Offeror who proposes for standardization a component which is controlled by an Essential Patent but does not commit to allow other potential producers of that component via license or assignment of the Essential Patent (i.e. selects “1.d” in response to Section D. of CER 4 [Essential Patent Disclosure Form]) will not receive credit for standardization of that component in the evaluation.</p>
<p>25.</p>	<p>Can you please provide the contractual date for standard revision to be used for this contract? Please confirm that if a new revision of a standard is released after the NTP (Notice to Proceed), that compliance and implementation into the offeror design will be subject to a change order.</p>	<p>There is no date scheduled for revision of the Technical Specification.</p> <p>Change Orders after NTP will be governed by RFP Attachment EE, Appendix A, Section 9 “Changes.”</p>



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26.	Regarding: "36CFR Parks, Forests, and Public Property" Please explain how this standard is applicable to the PRIIA locomotive.	This is a reference document. Offeror to determine the applicability of the reference to the project
27.	Regarding: "AC 43.13-1B: Acceptable Methods, Techniques, and Practices – Aircraft Inspection and Repair" Please explain how this standard is applicable to the PRIIA locomotive.	This is a reference document. Offeror to determine the applicability of the reference to the project
28.	Regarding: "C-II: Design, Fabrication, and Construction of Freight Cars" Please explain how this standard is applicable to the PRIIA locomotive.	This is a reference document. Offeror to determine the applicability of the reference to the project
29.	Regarding: "M-1001: Design, Fabrication, and Construction of Freight Cars" Please explain how this standard is applicable to the PRIIA locomotive.	This is a reference document. Offeror to determine the applicability of the reference to the project
30.	Regarding: "The program shall provide a constant review of failure rate sources, de-rating policies, items with critical shelf life and prediction methods and shall identify planned actions in instances where prediction methods indicate non-compliance with the specified requirement. The program shall provide for compliance with all guidelines and provide that prohibited parts/materials are not utilized." This paragraph implies that a full reliability program is required, not just a reliability demonstration as the title of the section, "Reliability demonstration program" implies. Please confirm that only a reliability demonstration is required.	Section 3.5.1 requires a reliability program plan be submitted. Section 3.5.1.2 requires that the contract provides product history and experience of the systems to meet the reliability goals. Analysis is required where records do not exist. FMECAs are not required unless these are used for non-service proven equipment to demonstrate meeting the reliability objective.



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31.	<p>The safety certification process is not clearly defined in this section. Please confirm that only the drive-brake safety critical FMECA is required.</p>	<p>This section requires that all hazards related to the locomotive must be addressed. It is not limited to the drive and brake systems.</p>
32.	<p>What is the minimum wheel diameter permissible at fully worn wheels?</p>	<p>For the fully worn wheel, please refer to AAR standards and recommended practices. Nominal wheel wear is 2.00 inch on the diameter.</p>
33.	<p>In the interest of standardization, weight and design envelope, please confirm that painted axles are permissible.</p>	<p>Axles may be painted but the paint must allow cracks or defects to be observed. Surfaces where bearings, wheels, gears are pressed, or surfaces where threaded fasteners are used to attach axle end caps are mounted, must not be painted.</p>
34.	<p>Regarding: "Polyvinyl Chloride (PVC), except in limited applications exterior to the cab and engine compartments." There is a new flooring material that passes all of the flame, smoke, and toxicity requirements of 49 CFR 238.103/NFPA 130 but contains PVC. Would the customer consider using this transit floor? (Ref Sections PRIIA 8.1, 8.2)</p>	<p>PVC materials may not be used.</p>
35.	<p>The technical specification contains only one section related to steel casting in section 18 (18.7), while section 2.2.2.10 references the standard E802.95 for iron casting. Can the customer please confirm that the use of iron casting is allowed in the PRIIA locomotive?</p>	<p>Iron castings can be used for crank cases for diesel engine, air compressor, valve bodies and other appliances. This will be included in the design review process.</p>
36.	<p>Regarding: "All materials must pass ASTM C1166-06 with a burn length = 4 in. They must also have a smoke density of <math>D_s(1.5) = 100</math> and <math>D_s(4.0) = 200</math> in both the flaming and non-flaming modes when tested according to ASTM E 662. The toxicity of the materials must be specified in SMP 800-C."</p>	<p>Additional gases required by SMP-800-C must be reported. Certification that the material has not changed since previously tested may be accepted. New suppliers must have full reporting.</p>



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	<p>Section 18.9.1 requires toxicity testing of elastomers to SMP 800-C. Section 18.17.3 requires testing to BSS 7239. SMP 800-C requires testing and reporting 2-additional gases (HBr &amp; CO2). Most of our existing test reports are per BSS 7239. Will the customer accept either report for all tested materials?</p>	
37.	<p>Regarding: "All devices shall be satisfactorily tested for proper functioning in orientations up to 30° from the mounting plane as fitted in the vehicle. They shall be installed to be fully accessible for inspection, servicing, repair and ease of replacement. There shall be no more than two wires connected to any one terminal. Installation shall be such that, when required, arc spray is directed, by a non-asbestos arc chute, away from ground and adjacent electrical devices."</p> <p>Industry standard practice is to use 4 connections at terminal lugs, separated at a 90 degree angle. Please confirm that this is permissible.</p>	<p>Additional wires on device terminals may be considered acceptable if adequate compliance with the intent of the technical specification was demonstrated during design review.</p>
38.	<p>Regarding: "Except for connection areas, bus bars shall be safety insulated, using a high-dielectric, powder coating or other approved means. Tape will not be acceptable. Bus bars that are behind insulating panels will be exempt from this requirement."</p> <p>Current industry standard practice is to use tin plated bus bars and contacts. Please confirm that this is permissible.</p>	<p>Tin plated bus bars may be an acceptable alternative if adequate compliance with the intent of the technical specification was demonstrated during design review.</p>
39.	<p>Regarding: "Metal "touch-off""</p> <p>Please provide clarification of the terminology "Metal touch off" and an explanation about functionality.</p>	<p>This is one of the alerter audible alarm reset features, where the operator can touch a metal surface on, or around the control console. This will be reviewed during design review.</p>



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40.	<p>A more efficient and appropriate location is proposed by the offeror. Can the specification allow for an alternate customer approved cab location for the HEP start and stop switch?</p>	<p>An alternative location for the HEP start switch may be acceptable if adequate compliance with the intent of the technical specification was demonstrated during design review.</p>
41.	<p>Regarding the clarification of the technical specification Section 6.1.3: Please provide further clarification and specification about the listed “new or existing cars”.</p>	<p>The new locomotives must be interoperable with the new bi-level cars, as well as existing rolling stock.</p>
42.	<p>Regarding clarification of technical specification section 8.10 page 112: Please confirm that independent adjustable air outlets for engineer and assistant but with one single control unit for heat level regulation and ventilation level is acceptable.</p>	<p>Yes</p>
43..	<p>Regarding clarification of technical specification section 2.3 and 2.3.1.: In the interest of optimal noise control between operators cab and machine room it is proposed that access to the toilet is gained from within the machine room in the near proximity to the operators cab. Please confirm that this is acceptable</p>	<p>An alternative location for the toilet room may be acceptable if adequate compliance with the intent of the technical specification was demonstrated during design review.</p>
44	<p>Please confirm, that the limitation of shipments of no more than four locomotives per month or two locomotives per week is valid for IDOT/JPE's in total and not for each JPE separately.</p>	<p>Yes, the limitation of shipments of no more than four locomotives per month or two locomotives per week is valid for IDOT/JPE's in total.</p>
45.	<p>Please explain in more detail the evaluation criteria for the responsiveness elements.</p>	<p>The thirty-eight (38) points in RFP Section B.4.2 Item 1 “Technical Elements” includes RFP Section 21.5.1, “Technical Proposal” subsection 1.1.1 “General Arrangement Drawings” and subsection 1.2 “Vehicle Major Systems” Technical Specification Chapters 4 through and including 17. Please note that Technical Specification Chapter 24 “Safety Accessories” is a pass-</p>



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		fail item per RFP Section B.10 and is NOT included in the thirty-eight (38) points in RFP Section B.4.2 Item 1 "Technical Elements." Please note that the Vehicle Major Systems regarding Running Gear (Trucks), Locomotive Propulsion System, and Head End Power (HEP) have the three highest evaluation point totals of all of the Vehicle Major Systems in the Technical Elements. No other evaluation detail will be provided.
46.	There is no need for an auxiliary air compressor. Please confirm and remove from the spare parts list	An auxiliary air compressor may be required for a diesel engine with an air assisted starter.
47.	Please provide the definition of "failure-free" run.	"Failure Free" is defined on page 5 of the RFP as follows: "Failure Free" is defined as the operation of a locomotive during which the locomotive has operated for a continuous 30-day period in revenue service, without a locomotive delay defined as a locomotive related failure causing a service interruption: more than 15 minutes late at its destination terminal; or cancelled train at its originating point or enroute (see Technical Specification 3.5.1.1)."
48.	The RFP states, that "the Vendor shall retain all risk of loss or damage due to, equipment failure or failure due to design or workmanship deficiencies, as well as all damage caused by the Vendor's negligence or willful misconduct." Please advise if this obligation ends with Conditional Acceptance or otherwise.	No, the obligation does not end with Conditional Acceptance. The obligation will end only with end of warranty, including warranties extending beyond the two year general warranty period.
49.	Although there is reference to a Late Payment provision in the Ordering Agreements, these are not provided, making it effectively a silent topic in the RFP. Please advise if customer's intent is to provide interest for late payments and/or contractor's ability to terminate if payment is late by more than a given amount of time.	Each JPE's Ordering Agreement will contain late payment provisions, if any. Ordering Agreement information will be provided as part of a future addendum.



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50.	Please visualize the foreseen contract structure (Master Contract and Ordering Agreements) between FRA, IDOT, other JPE's, and the vendor.	The Vendor shall enter into a Master Contract with IDOT and Caltrans. Each JPE shall also enter into an Ordering Agreement with the Vendor. At this time, IDOT, Caltrans, and WSDOT are the only authorized JPEs. The Vendor will not be entering into any contracts with the FRA.
51.	<p>Given that there are three sets of Terms and Conditions included in the RFP, please clarify the following:</p> <ol style="list-style-type: none"><li>1. Please confirm that the document titled "State of Illinois Offer" is to be considered the Master Agreement.</li><li>2. Do the Caltrans and Washington T&amp;C's have a role in the Base Order or only in the Option Orders?</li><li>3. What Order of Precedence should bidders assume for the Master Agreement with respect to the different sets of Terms and Conditions?</li><li>4. Where Caltrans and Washington T&amp;C's are silent, can bidders assume the terms of the State of Illinois will apply?</li><li>5. In cases where the term in the Master Agreement is in conflict with the JPE terms and conditions, will the Master Agreement term override the JPE term?</li></ol>	<ol style="list-style-type: none"><li>1. No, the "State of Illinois Offer" document is not the Master Agreement. The Master Agreement will be comprised of information contained in the RFP, as well as information provided by the Vendor.</li><li>2. Caltrans' and WSDOT's T&amp;Cs will be included in each state's respective Ordering Agreement. As a result, the T&amp;Cs will apply to all orders placed via the Ordering Agreement, namely the Base Order and Option Order, if the state chooses to place an Option Order.</li><li>3. The Master Agreement will include, in part, federal, State of Illinois, and State of California terms, conditions, attachments, and clauses. The Master Agreement will also include information provided by Vendor. In the event of a conflict between (a) the federal, Illinois, or California terms, conditions, attachments, and clauses and (b) Vendor's terms, conditions, attachments, and clauses, <u>the items listed in (a)</u> will control.</li></ol> <p>In the event of a conflict among the federal, Illinois, and California terms, conditions, attachments, and clauses, the order or precedence will be as follows:</p> <ul style="list-style-type: none"><li>• Federal</li><li>• State of Illinois</li><li>• State of California</li></ul> <ol style="list-style-type: none"><li>4. Where a JPE's T&amp;C are silent, the Master Agreement T&amp;C shall apply.</li></ol>



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		<p>5. In the event of an express conflict between the terms and conditions of the Master Agreement and terms and conditions in an Ordering Agreement, the terms and conditions of the Master Agreement will control. The Master Agreement establishes the baseline terms and conditions. A JPE may attach additional terms and conditions specific to its order in its Ordering Agreement; these additional JPE terms and conditions will supplement, but not alter, the terms and conditions of the Master Agreement.</p>
<p>52.</p>	<p>The RFP states, that "Final invoices must be received in sufficient time to allow the JPEs to submit a request for reimbursement to the FRA by July 31, 2017 due to the expiration of the Federal American Recovery and Reinvestment Act (ARRA), Public Law 111-5 (February 7, 2009) funding." Does this imply that if the project is delayed, especially by force majeure (third-party or customer), that the Vendor may not be paid for work performed?</p>	<p>The referenced statement in the RFP "Brief Description" is not meant to imply that the Vendor may not be paid for work performed. It is simply a statement of the known funding expiration dates that impact the procurement.</p>
<p>53.</p>	<p>1. Both IDOT and California T&amp;C's contain a Governing Law provision. Please clarify which applies.</p> <p>2. Both IDOT and California T&amp;C's require approval by customer in event contractor intends to assign the contract. Does this mean contractor needs to see approval by both?</p>	<p>1. Illinois law shall govern. However, to the extent permitted by Illinois law, applicable California procurement laws shall also apply.</p> <p>2. Yes, the Vendor will need to obtain prior written approval from IDOT and Caltrans before the contract may be assigned in whole or in part. Please see Attachment DD, 3.</p>
<p>54.</p>	<p>The terms and conditions provide that warranty "shall be in addition to express, implied or any other warranty." In order to limit the risks associated with this broad requirement, would IDOT consider including a statement of purpose/intent for the locomotives in the final agreement, to be discussed and agreed to with the winning bidder?</p>	<p>IDOT will not include such a statement.</p>



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55.	For the Letter of Intent from a qualified bonding company, is one letter addressed to IDoT sufficient? Or will three separate letters addressed to IDoT, WSDoT, and Caltrans be needed?	Three separate letters addressed to IDOT, WSDOT, and Caltrans are required. Please see RFP Section A.9 "Security."
56.	The RFP requires the inclusion of bond related pricing information into the overall proposal including (i) the base order and (ii) potential option orders. That being said, we have been advised by our sureties that bond cost on future option orders cannot be obtained due to the uncertainty in timing of their execution. Would, including an indication on bond cost for future option orders suffice, allowing the successful vendor to adjust the option order bond cost at the time an option is being executed if needed? Or would such approach result in a less favorably evaluation of the proposal?	The Unit Prices submitted on the Option Contract Pricing table with an Offer will be the prices used during evaluation. These prices will not be adjusted for bond cost.
57.	The RFP states that if a security guarantor is downgraded, the security must be replaced. What are the minimum criteria with regards to the financial standing of the surety issuing a bond (i.e surety has credit rating of "AA" issued by Standard & Poors)?	As stated in RFP Section A.9, "The bonds must be from a surety certified by the U. S. Department of the Treasury, published in Circular 570 ( <a href="http://www.fms.treas.gov/c570/c570_a-z.html">http://www.fms.treas.gov/c570/c570_a-z.html</a> ) and licensed to transact business in Illinois, California, and Washington."
58.	The RFP states that if a security guarantor is downgraded, the security must be replaced. Sureties typically charge bond fees in one upfront lump-sum payment. Having to replace a bond because the surety has been downgraded by just one notch poses a significant cost risk on any supplier. Would it be possible to allow for a less restrictive rating trigger (i.e. downgrade of four notches in lieu of just one notch as currently defined) to accommodate suppliers that work with highly rated sureties?	The subject provision will not be changed.



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2300 South Dirksen Parkway / Springfield, Illinois / 62764

59.	<p>The RFP does allow an Economic Price Adjustment for locomotives not delivered in contiguous production to base order. The index foreseen is PCU336510336510 which is the producer price index for Railroad rolling stock manufacturing. This index includes without being limited to:</p> <ul style="list-style-type: none"><li>- passenger and freight train cars</li><li>- street, subway, trolley and rapid transit cars</li><li>- parts and accessories for railroad and street cars</li></ul> <p>The development of the suggested index may differ considerably from the prices and costs of locomotive production, which poses a cost risk on any supplier. Would IDOT consider to compose the Economic Price Adjustment from the following components in order to reduce such a risk?</p> <ul style="list-style-type: none"><li>- labor (50%)</li><li>- copper, steel, iron casting (20%)</li><li>- manufacture of machinery and equipment (30%)</li></ul>	<p>Offerors must respond with Option pricing based on the included index. An alternative Escalation Formula may be proposed in addition and must include any revision to the Option price as a result of the adoption of the alternative formula.</p>
60.	<p>According to the RFP, LD's are not the sole and exclusive remedy for the customer in case of delays. The possibility of further claims requires extensive mark-ups for additional risks in order to prepare a reliable calculation. Would IDOT consider to add an explicit regulation, stating that LD's are the sole and exclusive remedy for delays?</p>	<p>No</p>
61.	<p>In order for the Offeror to provide IDOT with a competitive offer, the Offeror kindly asks for an extension of the offer submission date of one (1) month.</p>	<p>No extension of the offer submission date will be granted at this time.</p>
62.	<p>Bidder respectfully requests a 30-day extension to the Offer Due Date in order to comply with corporate bid approvals.</p>	<p>No extension of the offer submission date will be granted at this time.</p>



## Changes to Sections in the Request for Proposal

- The following sections of the RFP have been modified as follows (deletions in ~~strikethrough~~, additions in ***bold/italic***):
- RFP Page 19, Section A.19 “Invoicing,” sixth paragraph, first bullet: “...(6 of ~~323~~ for California, for example)”;
- RFP Page 24, Section A.21.4 “Preparation of Offers,” fifth sentence: “If Revised Offers are requested, the Revised Offer will be the Offer that will be evaluated by ***the Evaluation Committee.***”
- RFP Page 24, Section A.21.4 “Preparation of Offers,” last sentence: “~~It provides the flexibility needed for the Offeror to test a solution prior to formal submittal of the Revised Offer, and it facilitates the correction of defects before they can result in disqualification of an Offer.~~”
- RFP Page 41, Section C.5 “Bond and Insurance:”

**BONDS AND INSURANCE:** Offeror is submitting Letters of Intent for the Performance Bonds and Insurance.

- RFP Page 47, Milestone Payment Schedule, Milestone N: Change number of production locomotives assumed for the base order to 31 (see modified table below).

N	Conditional Acceptance of Production Locomotives plus associated CDRLs, other deliverables and approved Change Orders Total number of production Locomotives (assuming base order of <del>312</del> and only 1 pilot) =	<b>314</b>	27.5%	67.5%
	Conditional Acceptance payment per production vehicle		.8871%	

- RFP Page 49, CDRL List, CDRL 28: See modified table below:

28	TS 20.2	Special tools	<del>1st</del> <b><i>Pilot</i></b> Loco	L
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- Attachment EE, Appendix A, Section 13.1.1 “Period of Performance:” Modification to the “Locomotive Procurement Schedule and Mandatory Completion Dates” table, Item 17 as shown below:



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17.	Final Acceptance and invoicing of the last ( <del>32<sup>nd</sup></del> <del>35<sup>th</sup></del> ) locomotive of the base order (4 locomotives per month) and delivery, acceptance, and invoicing of all Milestones	No later than forty-two (42) months after NTP, or June 30, 2017 (for IDOT and Caltrans), or May 31, 2017 (for WSDOT)
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- Attachment EE, Appendix A, Section 13.4 "Milestone Payment Schedule", Milestone N and O: Change number of production locomotives assumed for the base order to 31 and payment per production vehicle to .8871% (see modified table below).

10 N	Conditional Acceptance of Production locomotives plus associated CDRLs and other deliverables and approved Change Orders  Total number of production locomotives (assuming base order of <del>315</del> with one pilot) =	314	27.5%	67.5%
Conditional Acceptance payment per production locomotive			0.80888871%	
O	Final Acceptance of Production locomotives plus associated CDRLs and other deliverables	27.5% 95.0%		
Final Acceptance payment per production locomotive			0.80888871%	