



ADDENDUM 1

ISSUE DATE:	June 8, 2022
PROCUREMENT TITLE:	FY22-RFP-004 2015/16 New Flyer Midlife Overhaul
ISSUING AND USING AGENCY:	Bloomington-Normal Public Transit System Hereinafter Connect Transit Attn: Brady Lange Procurement Director 351 Wylie Dr. Normal, IL 61761

QUESTIONS AND CLARIFICATIONS

The following questions and clarifications were formally submitted via email or during the preproposal meeting. This Addendum must be signed and included in the complete proposal package. If further clarification is necessary, please notify Connect Transit's Procurement Director immediately.

Question (Sections 7.5, 7.10): The specifications call for replacement of some components as necessary. We recommend that as necessary items be additional cost to Connect Transit. This will result in Connect Transit only paying for items actually needed rather than the contractor estimating high.

Answer: This is an acceptable solution, however, Connect Transit requests pricing for these optional items at time of proposal. If alternations need to be made to the Proposal Pricing Form that is acceptable but it should follow the same format.

Question: Inspecting and testing radiators and charge air coolers does not ensure that the component will not fail within one year. With replacement engines being installed, it is recommended that all radiators and charge air coolers be replaced.

Answer: Connect Transit requests proposers provide prices for both testing and replacement options. The Proposal Pricing Form (Attachment P) includes this an option. Connect Transit will determine at a later date if the new options will be chosen.

Clarification: Attachment I requests information regarding contractor license in Illinois. This license appears to be related to construction. Please clarify if a contractor license is expected for this project?

Answer: This is a general form used for all Procurements. Proposer should provide as much information as is applicable and just note "N/A" on items such as you referenced – Contractor License Number. Proposers are not expected to have an Illinois contractor license for this project.

Question: Please clarify that Forms J, K, L & M are not required to be submitted if no DBE involvement is expected. Please also clarify that DBE involvement is not included in the evaluation criteria.

Answer: Correct. If proposer is not using a DBE these forms are not required. Further, Connect Transit will not be evaluating proposals based on whether or not the proposer is using a DBE.

Question: Please provide copies of the parts manuals, service manuals and wiring schematics for both builds of buses.

Answer: Please visit the link provided to download the manuals: <https://www.connect-transit.com/business/procurement/current-projects/profile/fy22-rfp-004-2015-16-new-flyer-midlife-overhaul>

Question: Please provide a picture of a tag on a differential from each build of bus.

Answer: Please see Attachment 1.

Question: Please provide a serial number from one of the operator seats.

Answer: Serial numbers are not legible on the tags on the seats in the buses, however, Connect Transit can provide a manufacturer part number for the seats: G23-08020101250501-010208 or New Flyer part number: 594142

Question: We are requesting that Connect Transit add an option for addition of a Q'Pod and Quantum on each bus to achieve fleet consistency as all new bus orders include these components.

Answer: Connect Transit will accept prices on these components and will evaluate the need for the devices upon reviewing pricing. The Proposal Pricing Form (Attachment P) has been updated to include this option.

Question: Will Connect Transit provide a two-week extension to the proposal due date?

Answer: Yes, Connect Transit will grant a final due date extension of two weeks. The new due date will be **July 5, 2022**.

Question: Does Connect Transit have a DBE list of use a database for potential identification?

Answer: No, but Connect Transit recommends the Illinois Department of Transportation's database that can be found at the following link: <https://webapps.dot.illinois.gov/UCP/ExternalSearch>

Question: OEM Cooling system is listed as an option for pricing, does Connect Transit plan to provide all Radiators and CACs or does the proposer need to allocate supply chain?

Answer: As per section 7.6, “Replacement radiators and charge air coolers, if necessary, will be furnished to the contractor by Connect Transit. The proposer shall submit prices for inspection, testing and labor for removal and installation.” However, if the Proposer would like to provide a price, Connect Transit will consider that price as well.

Question: Can Connect Transit provide serial numbers for rear axles?

Answer: Please see Attachment 1 for photographs of axle tags.

Question: Can Connect Transit provide serial numbers for aftertreatment (DPF & SCR)?

Answer: DPF – Inlet: 26139160085; DPF Filter: 36139165475; DPF Outlet: 56139165308; SCR: 43006180016

Question: Will Connect Transit entertain new “RER” engines in place of ReCon Engines?

Answer: This is acceptable to Connect Transit.

Question: Can Connect Transit confirm Engine Serial Number for bus 1501?

Answer: The correct ESN is: 73863510

Question: Can Connect please provide Alternator make and model requested, or confirm they will provide every alternator for the project?

Answer: Alternator Make and Model is EMP Power 450. The proposer should provide the alternators for this project.

Question: If the proposer is providing the Alternator, can an IQA approved equivalent be used if meeting specifications to OEM reconditioned alternator?

Answer: This is acceptable to Connect Transit.

Question: Can Connect Transit please confirm that Attachment P's NOW Overhaul 3 year warranty is meant to be Cummins Extended Transit Extended Warranty for 5 yr / 300K per Section 7.3?

Answer: Per Section 7.3, Connect Transit is seeking prices for both options. The Proposal Pricing Form (Attachment P) has been updated to reflect this request.

Question: Will Connect Transit allow for a contract period extension due to supply chain constraints with due notification from contractor?

Answer: Connect Transit will evaluate and likely accept a contract period extension due to supply chain constraints.

Question: Can Connect Transit please provide details to what is meant by "bound" per Section 1.3?

Answer: In this case bound means that the proposal should be bound together. For example, using a spiral binding.

Question: RFP shows only 70 of 71 pages, is there content on page 71 that is applicable to the proposal?

Answer: There are only 70 pages in this document.

Question: Will Connect Transit prefer to provide to the proposal a Buy America certification of compliance or have the proposer provide their own?

Answer: The proposer shall provide a Buy America Compliance Certification from a third party. Connect Transit may contract with a third party to provide certification as well. Additionally, proposers should certify that they will comply by completing Attachment 2.

Question: Does Connect Transit require DBEs to be certified through a specific agency?

Answer: No, Connect Transit only requires that they be a registered DBE in the State of Illinois.

Question: Can Connect Transit please upload the Bus Manuals (Service, Parts, etc.) on the website per pre-proposal meeting?

Answer: Please visit the link provided to download the manuals: <https://www.connect-transit.com/business/procurement/current-projects/profile/fy22-rfp-004-2015-16-new-flyer-midlife-overhaul>

Question: How are proposers to include a price for shipping buses for rebuilding if necessary?

Answer: Please see attached Proposal Pricing Form (Attachment P) that includes a line for shipping. This attachment should replace the previous version.

Clarification: Pursuant to Section 3 – Standard Contractual Terms & Conditions, Paragraph 4.10, Warranty Provisions, Contractor would like to clarify the specificity of the warranty so that there is no doubt as to what constitutes a "warrantable defect" for the purposes of the work:

All parts and components furnished hereunder shall be warranted in accordance with the applicable manufacturer's express warranty for any goods and Contractor's standard warranty for workmanship, and any rights thereto shall pass on to Connect Transit. THE WRITTEN WARRANTIES SHALL BE EXCLUSIVE AND

IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED.

Answer: Connect Transit does **not** accept this additional language.

Clarification: Pursuant to Section 4 – Specific Contractual Terms & Conditions, Paragraph 6.14, Insurance, Contractor asks that the following change to the requirement be included:

*All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than **A+ A-** XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.*

Answer: This is an acceptable change to Connect Transit. The new language for section 6.14 will be:

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A- XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

Clarification: Pursuant to Attachment E – Indemnity and Insurance Requirements, Indemnification, Contractor would like to propose the following edits, as indicated by the below redlines:

*To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend Connect Transit, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any **third party** claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of Connect Transit by or involving Connect Transit, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify **applies only to the extent caused by the negligence or willful misconduct of Contractor or its employees, agents or subcontractors. includes, without limitation, claims against Connect Transit for Connect Transit's own negligence or fault.***

Answer: This is an acceptable change to Connect Transit. The new language for Attachment E will be:

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend Connect Transit, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any third party claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of Connect Transit by or involving Connect Transit, Contractor or any of their employees, agents, representatives, facilities, vehicles,

materials equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify applies only to the extent caused by the negligence or willful misconduct of Contractor or its employees, agents or subcontractors.

Clarification: Contractor asks that the following Limitations provision be included in the awarded contract:

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THIRD PARTY CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR DOWNTIME), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY.

(b) EXCEPT FOR THIRD PARTY CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION, UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR THE GREATER OF: (I) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR (II) THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CONTRACTOR UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE.

Answer: Connect Transit will include (a) in the resulting contract, but not (b).

Clarification: Contractor also asks that the following Notice be included:

Notice is hereby given that as a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor or services from Contractor may occur. However, Contractor shall inform Connect Transit in a timely manner of these impacts and make every commercially reasonable effort to meet the delivery, service or completion in accordance with this RFP. Notwithstanding, Contractor reserves the right to make partial deliveries or modify its labor or service without penalty, provided that Contractor will consult with Connect Transit on an agreed schedule based on emerging circumstances.

Answer: Connect Transit will **not** include this Notice in the resulting contract.

This Addendum must be signed and returned with your proposal.

Authorized Signature of Proposer

Company Name

ATTACHMENT 1



Differential Tag – 1500 Series Bus



Differential Tag – 1600 Series Bus

ATTACHMENT 2
BUY AMERICA CERTIFICATION
CERTIFICATE OF COMPLIANCE

(please only sign one (1) of the following below)

Certificate of Compliance with Section 165(a)

The bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended and the application regulations in 49 CFR Part 661

Certification requirement for procurement of construction

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

Certification of Non-Compliance with Section 165(a)

The proposer hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to Section 165(b) (2) or (b) (94) of the Surface Transportation Assistance Act of 1982 and regulation in 49 CFR 661.1.7.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____