

Request for Proposal for Design and Manufacture of Rail Cars and Related Services Solicitation # 20CTRAIL-1

PART 2: ACRONYMS, ABBREVIATIONS, AND DEFINITIONS

ACRONYMS AND ABBREVIATIONS

ADA	Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.)
CDRL	Contract Deliverables Requirements List
CFR	Code of Federal Regulations
CGS	Connecticut General Statutes
COT&S	Clean Oil Test & Stencil
CPM	Critical Path Method
CTDOT	Connecticut Department of Transportation
DAS	Department of Administrative Services
EDT	Eastern Daylight Savings Time
EST	Eastern Standard Time
FELA	Federal Employers Liability Act
FMI(s)	Field Modification Instruction(s)
FOIA	Freedom of Information Act
FOIC	Freedom of Information Commission
FRA	Federal Railroad Administration (U.S. Department of Transportation)
FTA	Federal Transit Administration
HVAC	Heating, Ventilation, and Air Conditioning
ISP	Invoice Summary and Processing
LLRU	Lowest Level Replaceable Unit
NAICS	North American Industry Classification System

NTP	Notice to Proceed
OEM	Original Equipment Manufacturer
OPM	Connecticut Office of Policy and Management
OSHA	Occupational Safety and Health Administration
PMP	Project Management Plan
PPI	Producer Price Index
RFP	Request for Proposal
RWP	Roadway Worker Protection
SBE	Small Business Enterprise
SOTS	Connecticut Secretary of the State
SOW	Scope of Work
TTCI	Transportation Technology Center, Inc.

DEFINITIONS

“Acts” has the meaning set forth in section 31.5 of the Contract.

“Addendum” means any modification or addition to the RFP issued by CTDOT from time to time.

“Affirmative Action Plan” has the meaning set forth in section 3.7 of Contract.

“Amtrak” means the National Railroad Passenger Corporation.

“Approved Purposes” has the meaning set forth in section 26.3 of the Contract.

“Attorney General” means the State of Connecticut Office of the Attorney General.

“Auditors of Public Accounts” means the State of Connecticut Auditors of Public Accounts.

“Base Order Pricing” refers to the total cost of the base order of rail cars, to be provided by the Proposer in RFP Part 6 Price Proposal Form.

“Biznet” refers to the State of Connecticut’s contracting web portal where the Request for Proposal and other contract documents are posted publicly.

“Bonds” refers to the Payment Bond, Performance Bond, and Warranty Bond set forth in Article 18 of the Contract.

“Breach” has the meaning set forth in Article 21 of the Contract.

“Cab Car” means a railroad passenger car that is equipped with a locomotive control cab.

“Change Order” means written notice from CTDOT to the Contractor specifying changes to the Scope of Work, including, without limitation, those required to address contingencies, unforeseen conditions, new or amended State and/or Federal laws and regulations, procedures, Emergency Work, or contractual flow down provisions, or the correction of deficiencies in the Work.

“Change Order Work” has the meaning set forth in section 11.4 of the Contract.

“Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmature, contingent, known or unknown, at law or in equity in any forum.

“Compliance Matrix” means the document listing the Proposer’s state of compliance to the Technical Specification.

“Confidential Information” means any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any

information that CTDOT or Contractor classifies as “confidential” or “restricted.” Notwithstanding the above, Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

“Confidential Information Breach” means, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the CTDOT or State.

“Contract” means the agreement that will be entered into between CTDOT and the Contractor for performance of the Work. For the purposes of the RFP, the draft Contract is attached at Part 5.

“Contract Deliverable Requirements List” or “CDRL” means the document listing the work items that the Contractor must complete and deliver under the Contract.

“Contractor Party” or “Contractor Parties” means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of the foregoing or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.

“Contractor” means the Proposer that CTDOT selects, and enters into the Contract with, to perform the Work under the Contract.

“Conditional Acceptance” means acceptance of rail cars(s) by CTDOT in writing at the CT Rail Maintenance Facility after discrepancies listed on the receiving report have been corrected and the rail car(s) is certified for revenue and non-revenue service prior to final acceptance.

“Critical Path Method” means the scheduling approach documenting the series of activities that are crucial to the completion of the project within the specified time.

“CTrail Hartford Line Service” means CTDOT’s passenger rail service operated between New Haven, CT and Springfield, MA.

“CT Rail Maintenance Facility” means the facility located at 251 Hallock Avenue, Building 8, New Haven, CT 06519.

“CTrail Shore Line East Service” means CTDOT’s passenger rail service operated between New London, CT and New Haven, CT.

“Cure Period” has the meaning set forth in section 21.2 of the Contract.

“Days” means calendar days, unless otherwise designated. Business and working days shall be Monday through Friday, exclusive of federally designated Holidays.

“Dispute Resolution” refers to the process described in Article 20 of the Contract.

“Effective Date” has the meaning set forth in section 2.1 of the Contract.

“Engineer” refers to the Commissioner of The Department of Transportation, Bureau Chief of the Bureau of Public Transportation acting directly or through a representative duly authorized.

“Field Modification Instructions (FMI)” means instructions for applying and installing engineering solutions to resolve fleet-wide defects and/or upgrade installations and/or systems to vehicles that have already been shipped from the factory.

“Final Acceptance” final acceptance is provided when all of the open items associated with Conditional Acceptance have been closed to the satisfaction of CTDOT. Final acceptance paperwork is filled out and signed by both the Contractor and CTDOT’s Representative.

“First Production Rail Car” means the first production base vehicle that is manufactured after the Pilot Cars.

“Force Majeure” means an act of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Contractor and which by the exercise of due diligence the Contractor is unable to prevent or overcome.

“Hartford Line” means the Amtrak-owned and operated rail right-of-way and trackage, including the MRS Line and a portion of the NEC, from Division Post Mile Post (MP) 72.9 through Mill River interlocking at MP 1.5 in New Haven, Connecticut to Springfield, Massachusetts at MP 62.0.

“Heavy Maintenance Manual” means the document which sets forth procedures for vehicle maintenance that may be performed on the shop track or one of the heavy maintenance tracks if the train is taken out of service.

“Illustrated Parts Catalog” means the document which provides the information needed to identify and requisition all replaceable assemblies, subassemblies, components, and parts used on the vehicles.

“Licensed Technology” has the meaning set forth in section 26.1 of the Contract.

"Licensed Software" has the meaning set forth in section 27.1 of the Contract.

“Lowest Level Replaceable Unit (LLRU)” means the lowest unit (component) of a system or subsystem, which is removable and replaceable from an installed position by standard attachments (e.g., bolts and nuts, quick-disconnects, etc.).

“Maintenance Provider” has the meaning set forth in section 24.2 of the Contract.

"Manufacturer" and "Vendor" to have the same meaning.

“Milestone” refers to a specified deliverable requiring completion for payment as described in Article 12 of the Contract.

“Milestone Payment” is the compensation paid to the Contractor after successful completion of the Milestone.

“Milestone Table” refers to the table of Milestones and Milestone Payments in Schedule D to the Contract.

“New Haven Line” means the rail right of way owned by CTDOT from New Haven, CT to the Connecticut-New York state border and owned by Metro-North Railroad from such state border to Mount Vernon, NY.

“New Haven Branch Line Service” means CTDOT’s passenger rail service operated, in partnership with Metro-North Railroad, on the CTDOT-owned branch lines of the New Haven Line.

“Notice to Proceed” or “NTP” means CTDOT’s written direction issued to the Contractor authorizing it to start to perform the Work or any portion of the Work pursuant to the terms and conditions of the Contract.

“Official Notice” means written notice prepared and issued in accordance with the process set forth in Article 29 of the Contract.

“Operator’s Manual” is a document that contains all information needed for the operation of the Rail Car.

“Option(s)” or “Option Work” means the optional items(s) of Work set forth in the Scope of Work that, if exercised by CTDOT at its sole discretion during the Term of the Contract, the Contractor must perform under the Contract.

“Payment Bond” has the meaning set forth in section 15.3 of the Contract.

“Performance Bond” has the meaning set forth in section 15.2 of the Contract.

“Personnel” has the meaning set forth in section 3.1 of the Contract.

“Pilot Cars” means the first four (4) rail cars, consisting of one (1) Cab Car and three (3) Trailer Cars, to be manufactured pursuant to the Contract.

“Post Termination Costs” has the meaning set forth in section 22.3 of the Contract.

“Post-Warranty Maintenance Plan” means the plan describing maintenance activities to occur under the Post-Warrant Service and Support option as described in Section 8.1 of the Scope of Work.

“Post-Warranty Service and Support” refers to the optional work described in Section 8 of the Scope of Work.

“Price Proposal Form” means the document set forth as Part 6 to the RFP.

“Project Management Plan” means the Contractor’s method of managing the work.

“Project Manager” is the Contractor’s representative responsible for the day to day management and oversight of the Work.

“Proposer” means an entity submitting a Proposal in response to the RFP.

“Proposal” means the document signed by the Proposer’s authorized representative and submitted to CTDOT in response to the RFP.

“Quality Assurance Program” has the meaning set forth in Section F.6 of Part 1 of the RFP, Instructions to Proposers.

“Rail Administrator” means the CTDOT employee holding the position of Rail Administrator or his/her designee authorized to act on his/her behalf, as designated in writing by CTDOT from time-to-time.

“Records” means all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

“Request for Proposal” (“RFP”) means the solicitation inviting firms to submit Proposals on Solicitation # 20CTRAIL-1 issued by CTDOT for the competitive procurement of a potential Contractor for the supply of FRA-compliant single-level push-pull coaches and cab cars.

“Requirement” has the meaning set forth in section 1.3 of the Contract.

“Running Maintenance Manual” means the document which sets forth procedures for on-car testing, troubleshooting, servicing, and replacement of equipment.

“Scope of Work” or “SOW” means the document set forth as Part 3 to the RFP.

“Service” means CT**rail** Shore Line East, Hartford Line, New Haven Line service, or any combination of the foregoing.

“Shore Line East” means the CTDOT-owned (west of Shoreline Junction) and Amtrak-owned (east of Shoreline Junction) and Amtrak operated rail right-of-way and trackage.

“Software” has the meaning set forth in section 27.2 of the Contract.

“Software License” has the meaning set forth in section 27.1 of the Contract.

“Specification” means the general, commercial, technical and special requirements, including work scope.

“State” means the State of Connecticut, including CTDOT, and any office, department, board, council, commission, institution or other agency or entity of the State.

“Subcontractor” refers to any 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.

“Technical Specification” means the document set forth as Part 4 to the RFP.

“Technology License” has the meaning set forth in section 26.1 of the Contract.

“Term” has the meaning set forth in section 2.2 of the Contract.

“Termination Notice” has the meaning set forth in section 22.2 of the Contract.

“Trailer Car” means a railroad passenger car that is not equipped with a locomotive control cab.

“Training Program” means the training to be provided by the Contractor to familiarize operating, mechanical, supervisory and administrative personnel with all aspects of the operation, inspection, maintenance, repair and supply of parts for the fleet of cars.

“Warranty Bond” has the meaning set forth in section 15.4 of the Contract.

“Work” means all services to be performed and goods and materials to be provided by the Contractor as set forth in the Scope of Work and Technical Specification, including any Change Order Work and any Option Work exercised during the Term of the Contract.