

PART I
SCHEDULE

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SECTION A

PURPOSE/BACKGROUND

A.1 PURPOSE

- A. The Virginia Railway Express (VRE) is soliciting proposals from qualified Consultants to assist in the implementation and enhancement of VRE's System Safety and Security Program and the development of ancillary emergency response plans.
- B. The consulting firm is referred to herein as either the "Contractor" or the "Consultant". If the consulting firm chooses to use the services of Subconsultants(s), they will be referred to either as the "Subconsultant(s)" or "Subcontractor(s)". Therefore, the words will be used interchangeably.
- C. The Consultant shall comply with the General Terms and Conditions included in **ATTACHMENT P.1** herein.

A.2 VRE BACKGROUND

- A. The Virginia Railway Express (VRE) operates commuter rail service to the District of Columbia from Northern Virginia. The Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) jointly sponsor this service.
- B. VRE began operations in 1992 and carries an average of approximately 17,000 daily passengers. In addition, growth and service changes have added many new facilities and infrastructure enhancements to VRE's program of projects. VRE is committed to continued infrastructure and operational improvements, as the future growth of VRE will depend upon service reliability and the ability to expand to accommodate additional passengers.



SECTION B

SCOPE OF SERVICES

B.1 GENERAL REQUIREMENTS

- A. The Consultant shall work under the direction of VRE's Manager of Safety and Security on a task order basis to achieve continued development, implementation and assessment of VRE's System Safety Program and VRE's System Security Program.

- B. The Consultant shall perform the following tasks, occurring at varying frequencies:
 - 1. Assist in preparing for the triennial APTA System Safety Program Plan audit.
 - 2. Assist in preparing for audits and reviews conducted by FRA, TSA, FTA and other programmatic assessments.
 - 3. Participate in conducting the VRE Internal Safety and Security Audit Program.
 - 4. Prepare for and conduct VRE's annual Threat and Vulnerability Assessment (TVA).
 - 5. Assist in the tracking, managing, resolution and closeout of corrective action plans arising as the result of various program audits and assessments.
 - 6. Assist in updating VRE's Safety and Security Strategic Plan.
 - 7. Review and update annually VRE's System Safety Program Plan, System Security Program Plan, Security and Emergency Preparedness Plan and other mandated program documents.
 - 8. Monitor federal, state, and local rules, requirements, and legislation, which impact VRE operations and its safety and security programs, and advise VRE's Manager of Safety and Security of new requirements. The Consultant shall also recommend approaches to meeting any such new requirements.



9. Review and update VRE's Continuation of Operations Plan (COOP).
 10. Plan, schedule, organize, and prepare/acquire any necessary materials for use in VRE's annual full scale emergency drill. Following the drill, the Consultant shall conduct a debriefing and critique of the drill, as well as prepare an After Action Report, which shall be professionally printed once finalized.
 11. Assist in preparing a First Responder Training Handbook.
 12. Assist in the preparation of an Emergency Response Handbook.
 13. Assist in the Safety and Security Program and oversight of the Operations and Maintenance Services for Commuter Rail Operations contract with Keolis Rail Services Virginia.
- C. In addition to the above tasks, the Consultant shall provide assistance on other VRE System Safety and Security related tasks that may emerge during the term of the Contract.



SECTION C

SPECIAL TERMS AND CONDITIONS

C.1 TERM OF CONTRACT

- A. The term of the Contract shall consist of a Base Year with the option to extend for four (4) one-year periods. The Base Year will commence on the date the Notice-To-Proceed is issued. The exercise of a Contract option will be at the sole discretion of VRE. The Contract will be extended by VRE under the terms and conditions of the original Contract.
- B. A written notice of VRE's intention to exercise an option will be given approximately thirty (30) days prior to the expiration date of the Base Year and each Option Year.

C.2 TYPE OF CONTRACT

This is a single firm-fixed unit price Contract.

C.3 TASK ORDER PROCEDURES

- A. VRE will initiate work by requesting a task order proposal from the Consultant. The Consultant must provide a task order proposal in writing or indicate why they cannot produce a proposal within the time allowed.
- B. The Consultant shall assign a single point of contact responsible for ensuring the work is completed in close coordination with VRE.
- C. The Consultant shall perform work assigned under this Contract as further described in task orders that are issued. The work shall be in accordance with the terms and conditions of the task order or as specified elsewhere in the Contract. Upon execution of task orders, the Consultant shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the task order.
- D. Task orders shall be subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the Contract shall control.



- E. Task orders shall be subject to appropriation and availability of funds as described in Clause No. 8, Availability of Funds, of the General Terms and Conditions included herein. In no event, shall the Consultant be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order.
- F. Task orders may be negotiated. VRE reserves the right to negotiate changes to labor rates and overhead rates submitted as part of each cost proposal.
- G. Task orders may be issued from the effective date of this Contract through completion or termination of the Contract. Any task order issued during the effective period of this Contract and not completed within that time shall be completed by the Consultant within the time specified in the task order. The task order and the Contract shall govern the Consultant's and VRE's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Contract's effective period.
- H. Task orders will be executed at the sole discretion of VRE in writing.
- I. There is no limit on the number of task orders that may be issued against this Contract. If and when needed, task orders will be within the maximum value of the Contract.
- J. The Consultant shall not exceed the estimated ceiling price for each individual task order unless authorized by an approved change order or task order supplement in advance.
- K. In the event that fewer direct labor hours or estimated total costs are used by the Consultant accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, the Consultant shall generate a letter addressed to VRE requesting the closure of the task order. Unused funds shall be restored to the unassigned funds for the Contract. The parties agree that any downward price/cost adjustment shall reflect actual work performed.
- L. VRE may request the Consultant to present an informal briefing and review of the work conducted under any task order.
- M. In the event that a task order is cancelled prior to completion of the work, the Consultant will be paid for approved costs up to the issuance of the cancellation.



C.4 PROJECT ADMINISTRATION

The VRE Manager of Safety and Security will be the Project Manger and point of contact for all aspects of the project. The VRE Project Manager will conduct ongoing reviews of the Consultant's progress in performing the work and furnishing comments in a timely manner. All communications to other agencies shall be through the VRE Project Manager, unless directed otherwise.

C.5 SUBCONTRACTING

- A. In the event that the Consultant desires to subcontract part of the work specified herein, the Consultant shall identify in the proposal, the names, qualifications and experience of the proposed Subconsultants. Any changes in Subconsultants after award of the Contract shall be subject to approval by VRE.
- B. No portion of the work shall be subcontracted without the prior written consent of VRE, and any Subconsultants must be identified as per paragraph C.5A above.
- C. VRE reserves the right to request from the Offeror during the solicitation process and any time during Contract performance, additional information about a Subcontractor proposed by the Offeror/Consultant.
- D. The Consultant shall, however, remain fully liable and responsible for the work to be done by his Subconsultant(s) and shall assure compliance with all requirements of the Contract.
- E. The volume of work performed by Subconsultants shall not exceed forty-nine percent (49%) of the total Contract value.

C.6 PRIME CONSULTANT RESPONSIBILITIES

The Consultant shall be responsible for supervising and directing the work under this Contract and all Subconsultants that it may utilize. Subconsultants who perform work under this Contract shall report to the prime Consultant. The Consultant agrees to be fully responsible for the actions and deliverables of his Subconsultants and of persons employed by the Subconsultants as it is for the actions of its own employees.



C.7 LITIGATION AND NOTIFICATION

The Consultant shall notify the VRE Contract Administration Manager if any of the following occur:

- A. The Consultant or any of the Subconsultants are served with notice of violation of any law, regulation, permit or license which relates to this Contract; and
- B. Litigation is commenced in which the Consultant is a named party and which also involves as a named party any Subconsultants of the Consultant.

C.8 RIGHT OF ENTRY REQUIREMENTS

The Consultant agrees it shall comply with the requirements of the Code of Virginia § 33.1-94 in conducting any work under this Contract on private property.

C.9 REGULATORY COMPLIANCE WITH LAWS AND PERMITS

The Consultant shall comply with all applicable Federal, State and Local regulations. In addition to the requirements described in the preceding Sections, any additional regulatory compliance required by the United States Department of Transportation, Department of Homeland Security, Federal Transportation Administration and/or related State and Local Laws, Rules and Regulations shall be complied with.

C.10 USE OF DOCUMENTS

The Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data prepared by or for it under the resultant Contract shall be made available to VRE at all reasonable times during the period of the Contract and upon termination or completion of the work. VRE shall have the right to use the same without restriction or limitation and without compensation to the Consultant other than that provided for in the Contract.



SECTION D

INSURANCE COVERAGE REQUIREMENTS

D.1 GENERAL REQUIREMENTS

- A. By signing and submitting an offer, the Consultant certifies that if awarded the Contract, it will have the insurance coverages identified and described in **SECTION O.1 VRE INSURANCE COVERAGE REQUIREMENTS** at the time of Contract award.
- B. The Consultant further certifies that the Consultant and any Subconsultants will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia. The Consultant's insurance shall be primary to all other coverages VRE may possess.
- C. Proof of compliance with these insurance requirements shall be furnished to VRE in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) calendar days of notice of award of Contract and before any work under the resultant Contract will be allowed to commence.
- D. Failure to provide the Certificate(s) when required may be cause for VRE to award a Contract to the next responsible and responsive Consultant. However, in no event shall work be performed until the required Certificates of Insurance have been furnished and approved by VRE.
- E. All insurance must be raised to an amount approved by VRE as change orders are made to the Contract.



SECTION E

INVOICING

E.1 INVOICE REQUIREMENTS

- A. The Consultant shall submit monthly invoices for work performed under the Contract. All invoices shall be accompanied by a report written in sufficient detail such that VRE can associate all work performed with that being invoiced.

- B. Invoices for services/goods ordered, delivered, and accepted shall be submitted monthly by the Consultant directly to the payment address shown below:

Attn: Accounts Payable
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314-2730

- C. Invoices at a minimum shall contain the following information:
 - 1. Name, address and telephone number of Consultant;
 - 2. VRE Contract number;
 - 3. Invoice number;
 - 4. Date and period of invoice;
 - 5. Task order number;
 - 6. Description of services performed, work products and meetings;
 - 7. Number of hours worked on each work product and meeting;
 - 8. Number of hours worked for each task order;
 - 9. Total invoice amount;



10. Total cumulative amounts invoiced; and
 11. Consultant's signature.
- D. The following documents shall be attached to each invoice:
1. Subconsultant's invoice;
 2. Personnel: names, titles, hours, billing rates; and
 3. Details of reimbursable expenses, including receipts.
- E. If invoices fail to satisfy the above criteria, they will not be processed for payment and will result in the invoice being returned to the Consultant for correction.
- F. VRE may request substantiating documentation as necessary.

