

PART I
SCHEDULE

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SECTION A

PURPOSE/BACKGROUND

A.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to establish a Contract with one (1) qualified primary source to provide all labor, supervision, materials, supplies, tools, and delivery to perform air brake repair services and supply air brake parts as required by the Virginia Railway Express.

A.2 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. The VRE began operations in 1992 and carries over 16,000 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 continue infrastructure improvement as future growth of VRE will depend upon service reliability and the ability to expand to accommodate additional passengers.



SECTION B
SPECIAL TERMS AND CONDITIONS

B.1 TERM OF CONTRACT

The term of the Contract will consist of a Base Year with the option to extend for two (2) one-year periods. The Base Year will commence on the date the Notice-To-Proceed is issued. The Contract will be extended by VRE under the terms and conditions of the original Contract. 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. The exercise of a Contract option will be at the sole discretion of VRE.

B.2 TYPE OF CONTRACT

This is a firm-fixed unit price Contract.

B.3 ESCALATION OF PRICES

- A. Upon notice from VRE of its intent to exercise an option year, the Contractor may submit a revised pricing proposal and, if accepted by VRE, the pricing proposal shall control all orders for the forthcoming option year.
- B. Such proposal must be received by VRE at least thirty (30) days prior to the expiration of the current Contract year to be considered by VRE. If the revised pricing proposal is received by VRE less than thirty (30) days prior to the expiration of the current Contract year, it shall be VRE's option to consider the new pricing or former pricing for the forthcoming option year.

B.4 SCHEDULE OF SERVICE

- A. The Contractor shall return all new, overhauled, or repaired material within fifteen (15) business days of receipt of the material from VRE.
- B. Any deviation or delay from the established schedule must be presented to VRE in writing for approval.



B.5 CONFORMITY WITH PLANS AND SPECIFICATIONS

All deviations from the specifications (**ATTACHMENT P.1**) must be authorized in writing by VRE. It is further agreed that no extra compensation for material or labor shall be allowed for work evidently necessary within the general intent of these specifications and the accompanying plans (if any) for the completion of the work.

B.6 LIQUIDATED DAMAGES:

- A. It is hereby understood and agreed by the Contractor that time is of the essence for the completion of this Contract. In the event of failure to comply with any of the stipulated time period(s) established in **SECTION B.4- SCHEDULE OF SERVICE**, above, VRE is authorized to assess liquidated damages in the sum of **Five Hundred Dollars (\$500) per device for each and every calendar day** of delay beyond the time specified, if the device is causing a car to be withheld from service availability, otherwise, **Fifty Dollars (\$50) per day, per device**. These damages are not intended as a penalty, but rather as a fair and reasonable measure of loss or delay to VRE. Upon receipt of a written request and justification for an extension from the Contractor, VRE may extend the time for performance of the Contract at the VRE's sole discretion.
- B. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of the VRE's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the Contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

B.7 TESTING/INSPECTION/REVIEW OF WORK

- A. The VRE reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to specifications. The Contractor is responsible for performing work according to the plans and specifications in a professional, high quality standard. Authorized representatives or agents of VRE, may, during normal office hours, review and inspect the project activities, data, reports/studies, drawings, specifications, estimates, and computations of the Contractor or Subcontractor at their offices. Any imperfect work or materials that may be discovered before the final acceptance of the work, shall be corrected or replaced immediately on the requirements of VRE or his representative,



notwithstanding that it may have been previously overlooked by the proper inspector.

- B. The Contractor shall cooperate with VRE and facilitate the inspection activity by providing necessary equipment for access to aid in the inspection and verification activity. The VRE inspector shall have the authority to reject materials or workmanship that do not meet the Contract requirements. The inspector has no authority to make changes; no orders given by him, either written or verbal, will be considered basis of any claim by the Contractor for extra compensation. It is not the duty of the inspector to layout any work for the Contractor.

B.8 REGULATORY COMPLIANCE WITH LAWS AND PERMITS

The Contractor agrees it 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, the Environmental Protection Agency, and/or related State and Local Laws, Rules and Regulations shall be complied with.

B.9 LITIGATION AND NOTIFICATION

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

- A. The Contractor or any of the Subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this Contract;
- B. Proceedings are commenced which could lead to revocation of related permits or licenses;
- C. Permits, licenses or other Government authorizations relating to this Contract are revoked;
- D. Litigation is commenced, which would affect this Contract; and
- E. The Contractor or any of the Subcontractors become aware that their equipment or facilities or actions are not in compliance or may fail to comply in the future with applicable laws or regulations.



B.10 LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting its proposal, certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of Title 15 U.S.C. §1263 or Title 7 U.S.C. §136.

B.11 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment and methods described in the Contract documents that will allow for compliance to all Federal, State, and Local rules and regulations. No substitutions or cancellations shall be permitted after award without the written approval of VRE. The VRE will consider requests for substitutions of materials, equipment and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.
- B. The Contractor shall not substitute materials, equipment or methods unless VRE has specifically approved such substitutions in writing. Substitutions, if approved, shall be without any additional compensation from VRE, unless approved otherwise.

B.12 WARRANTY OF MATERIALS AND WORKMANSHIP

- A. The Contractor shall guarantee the work and materials covered by this Contract to be free of defective workmanship and material for two (2) years from the acceptance of each unit by VRE or for one (1) year of service, whichever occurs sooner. The Contractor at no expense to VRE shall correct all defects covered by the guarantee.
- B. If any portion of the work performed, replacement parts, or rehabilitated parts furnished by the Contractor proves to be defective within the warranty period, the Contractor will be notified by VRE. Upon receipt of such notification, the Contractor shall immediately furnish VRE with instructions for the disposition of the defective part(s).
- C. The Contractor shall, within ten (10) working days of receipt of components that are the subject of a warranty claim, deliver repaired



and/or replacement parts. Prior authorization from VRE is required for a return exceeding ten (10) working days.

- D. All defective parts returned to the Contractor for repair or replacement shall be shipped at the Contractor's expense.
- E. Should warranty work require the removal and shipment of the affected equipment, all removal and reinstallation shall be at the Contractor's expense.
- F. Any material or labor applied by the Contractor to correct warranted defects to the affected equipment or associated controls shall be warranted for the remaining portion of the warranty or twelve (12) months, whichever is longer.
- G. The Contractor shall supply a failure analysis for any warranty failure, unless the requirement is waived in writing by VRE.

B.13 SHIPMENT AND INSTALLATION

- A. The Contractor shall ship the equipment to VRE's warehouse at 10652 Wakeman Court, Suite 101, Manassas, VA 20110.
- B. Any damage incurred in shipping the material to VRE is the sole responsibility of the Contractor.
- C. A shipping release shall be obtained from VRE before shipping material to VRE's warehouse.

B.14 IN-PLANT INSPECTION COSTS

- A. VRE shall provide such inspection personnel deemed necessary at the Contractor's facility and at any lower tier supplier considered essential to the successful completion of the work. VRE inspection personnel shall not be considered part of the Contractor's inspection process and will not be responsible for ensuring acceptable workmanship.
- B. VRE inspection personnel shall be permitted to inspect relevant Contractor and second tier supplier records and documents upon request. VRE inspectors shall have access to the Contractor's and lower tier suppliers' facilities at any time when VRE equipment is present.
- C. The cost of VRE inspection personnel will be the responsibility of VRE, and no provision for these costs shall be included in the Contractor's cost proposal.



B.15 WORK AUTHORIZATION

VRE shall not accept any responsibility for work or services for which there is no specific written authorization.

B.16 GENERAL TERMS AND CONDITIONS

In addition to the requirements described in this Section, the Contractor shall comply with the General Terms and Conditions included in **ATTACHMENT P.2** herein.



SECTION C

INSURANCE AND BOND REQUIREMENTS

C.1 VRE INSURANCE COVERAGE REQUIREMENTS

- A. By signing and submitting a proposal under this solicitation, the Contractor certifies that if awarded the Contract, it will have the insurance coverages identified and described in **Exhibit O.1** at the time of Contract award. The Contractor further certifies that the Contractor and any Subcontractors 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.
- B. 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 Contract will be allowed to commence.
- C. Failure to provide the Certificate(s) when required may be cause for VRE to award a Contract to the next responsible and responsive Contractor. However, in no event shall work be performed until the required Certificates of Insurance have been furnished and approved by the VRE.
- D. All insurance must be raised to an amount approved by VRE as change orders are made to the Contract.

C.2 PAYMENT BOND REQUIREMENTS

- A. The Contractor whose Proposal is accepted agrees to enter into a written Contract with VRE. The Contractor shall furnish a Payment Bond or Irrevocable Letter(s) of Credit.
- B. The prospective Contractor shall deliver to VRE within ten (10) calendar days of the notification of award a duly executed Payment Bond or Irrevocable Letter(s) of Credit payable to the “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as the Virginia Railway Express”. The Payment Bond shall be in the amount of the value of Subcontractors listed in the proposal/bid as guarantee for the payment to all persons who have and fulfill contracts, which are directly with the Contractor.



- C. No Contract shall be deemed to be in effect until the bond has been approved by VRE.
- D. The Contractor shall provide appropriate bond forms prior to or at the time of Contract award to VRE for review and approval. The Contractor may use the American Institute of Architects (AIA) bond forms or a format that is substantively similar.



SECTION D

DELIVERABLES

D.1 CERTIFICATIONS

- A. Certifications shall be available for VRE inspection during the term of the Contract.
- B. Prior to Contract award, the Contractor shall provide VRE with a copy of the following certifications or information:
 - 1. Technicians: Current certifications for the technicians that will be used in the performance of this Contract.
 - 2. Air Brake Shop: AAR certification for the air brake shop that will be used in the performance of this Contract, if applicable.
- C. The Contractor shall provide build/rebuild experiences within five (5) years.
- D. The Contractor shall notify VRE immediately of any change in the status of the facility or technicians during the performance of this Contract.

D.2 PROCEDURE MANUALS

The Contractor shall provide to VRE copies of inspection, overhaul and test procedures for each apparatus serviced under this Contract.

D.3 USE OF DOCUMENTS

The Contractor 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 same without restriction or limitation and without compensation to the Contractor other than that provided for in the Contract.



SECTION E

INVOICING

E.1 INVOICE REQUIREMENTS

- A. Invoices for services/goods ordered, delivered, and accepted may be submitted by the Contractor upon return shipment of equipment directly to the payment address shown below:

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

- B. Invoices as a minimum, shall contain the following information:

1. Name, Address and Telephone Number of Contractor;
2. VRE Contract Number;
3. Invoice Number ;
4. Date of Invoice;
5. Description and Date of Services Performed;
6. Serial Numbers, as appropriate;
7. Total Invoice Amount; and
8. Contractor's Signature.

- C. The following document shall be attached to each invoice:

1. Subcontractors' invoice

- D. 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 Contractor for correction.

E.2 PAYMENT

Payment will be made on a per unit basis upon acceptance by VRE.





RFP No. 09-007
Repair and Overhaul of Air Brake Equipment