

206. Appendix 5, VRE Inspection Forms and Checklists for all Periodic Inspections. Is the Contractor required to complete all lower inspections during a PM (i.e., for an annual inspection is the Contractor also required to complete the 184-day inspection)?

The intent is for the annual inspection form to contain all of the elements required for the 184 day inspection.

207. Appendix 14, Toilet Servicing Schedules. Is the Contractor responsible for toilet servicing?

If referring to Appendix #14, please see Appendix #3.

208. Appendix 16, VRE Tool Inventory. Does VRE maintain the tools listed in the inventory?

See answers to questions #47-50.

209. What is the role of Motive Power under the previous procurement for locomotive maintenance and how will VRE's relationship with Motive Power impact the scope of this Contract?

VRE's contract with Motive Power for locomotive maintenance expires on June 30, 2010.

210. How will VRE assure a fair procurement when every Offeror is required to obtain conditional approval to operate from the host railroads, given that the host railroads are also included on the list of prospective Offerors for this Contract and may indeed submit a proposal?

VRE is taking all steps possible to ensure a fair procurement.

211. Section 1.4, Access to Washington Union Terminal. What is the status of the Access Agreement with Amtrak? If an agreement is executed, will VRE make it available to Offerors? What are the Contractor's responsibilities including administrative vis-à-vis Amtrak under the Access Agreement? Will Amtrak perform the services listed in Section 1.4 of the RFP?

The Access Agreement has not been completed and therefore cannot be provided to Offerors. The Contractor has no responsibilities under the Access Agreement. On behalf of VRE through the Access Agreement, Amtrak will be providing mid-day emergency mechanical repairs, mid-day coach cleaning, mid-day emergency locomotive fueling, mid-day switcher operation, mid-day cutting vehicles in and out of trains sets, cross leasing of equipment during service disruptions, and train rescues. As such, the Contractor shall not include the cost of providing these services in the Cost Proposal.

212. Section 2.4.2.E, Other Maintenance Penalties. Clarify the “Maintenance Policies in VRE yards.”

See Appendix 21.

213. Section 2.5.1.B, General Authority. Describe how VRE’s right to “at any time transfer any or all of the Contract services work to a party other than the Contractor” differs from VRE’s right to terminate the Contract for convenience. In the event of VRE’s exercise of such transfer rights, would the Contractor’s rights and remedies under the General Terms and Conditions apply?

Dependent upon the circumstances, the termination for convenience provisions may apply. Section 2.5.1.B is intended to clarify that this is not an exclusive dealings contract. If deficient services are being provided, VRE will hire that work out to a third party contractor.

214. Section 2.6.1, Contractor’s Responsibilities. This provisions as written suggests that the Contractor would be responsible for Section 13(c) costs even if the Contract were terminated for convenience or at the expiration of the Contract. Is this interpretation correct, and if so, how does VRE expect Offerors to reasonably price this risk?

The RFP language adequately addresses this concern.

215. Section 2.7, Availability of Employee Records. Confirm that VRE’s access to and review of employee records would be subject to applicable privacy laws.

VRE will avoid retaining copies of Contractor personnel records. To the extent VRE obtains copies of Contractor personnel records, VRE will maintain them consistent with all applicable laws. VRE believes it is able to maintain the records as confidential and will notify the Contractor if an instance arises where disclosure of the records is being sought.

216. Section 2.8, Criminal Background Check. Describe VRE’s requirements with respect to hiring employees currently employed by the incumbent Contractor. Will the background check requirements apply to all current employees, or will there be a waiver granted for current employees who are offered positions with the new Contractor?

VRE only requires that the selected Contractor grant an interview to anyone previously working in VRE service. The background check requirements apply to all employees, no waivers will be granted for current employees.

217. Section 2.9, English Proficiency. Is there a level or standard of English proficiency that the Contractor is expected to meet for employees hired for this Contract?

It depends upon the service that the employee provides. If weak English skills impede the employees' ability to carry out their mission, they do not qualify for work in that capacity.

218. Section 2.12.A, Coordination with Other Rail Carriers. Will VRE deliver copies of all applicable agreements with rail carriers?

Copies of the agreements with our host railroads will be available to the selected Contractor.

219. Section 4.2.C, General Delivery Schedule. Confirm that Monthly reports are due one (1) day after the end of the month. Monthly reports are usually due one (1) week after the end of the month to allow for monthly close-out. Will VRE consider changing this deadline to allow at least one (1) week between the end of the month and the due date for the report?

VRE will modify the RFP via an Addendum to allow the monthly reports to be due one week after the end of the month.

220. Section 5.9.9, Employee Discipline Process, Section 6.3.8 Discipline/Removal and Section 8.8, Employee Non-Compliance. Will VRE provide the Contractor with some formal standards that it will use for the decision to remove an employee for reasons pertaining to performance, quality, public image, or safety for the Contractor to provide to employees and to use to defend itself against wrongful termination? In the case of the removal of an employee covered by a Collective Bargaining Agreement at VRE's request, will VRE honor the findings and direction of a labor board to return an employee to work?

Barring a Contractor employee from VRE property is not discharging the employee from employment. VRE must protect its property and service from Contractor employees who harm or threaten to harm it. VRE will not defend against wrongful termination nor will we submit to the decision of a review board. How the employee is handled is an employment matter for the Contractor to address.

In the past five (5) years, how many employees has VRE requested that the Contractor remove from their service?

No one has been barred from service in the past five (5) years.

221. Section 6.2.1, Ticketing. Are the train crews required to check 100% of the tickets on each train?

Train crews are expected to make a reasonable effort to check 100% of the tickets on each train. VRE knows that there may be times when this is not possible.

222. Section 6.3.7.D.3, Post Arrival Responsibilities. Do the incumbent train and engine crews currently make the train connections to ground air and wayside power upon arrival at the lay-over facility?

No.

223. Section 6.10.2, Layover Facilities. Where do train and engine employees currently receive their train bulletins upon returning to their equipment at the Ivy City Yard?

T&E crews currently receive their train bulletins at the rest facility in the Ivy City Yard. This facility will not be available to the Contractor.

224. Section 7.3.1.G, General Manager and Attachment H.1, General Terms and Conditions, Clause No. 5 – Key Personnel. Given that this Contract could span up to fifteen (15) years, it is reasonable to assume changes in key staff during the term of the Contract. Would VRE consider adding language to clarify that VRE will not unreasonably withhold approval of a change in key staff?

VRE will modify the RFP via an Addendum to indicate that such approval will not be unreasonably withheld.

225. Section 8.2, System Safety Program Plan, Section 8.3, System Security Plan, Section 8.4, Emergency Preparedness Plan and Section 8.5, Emergency Response Plan. Why are the SSPP, SSP, EPP and ERP due at the start of mobilization? Usually plans like these are developed and refined during mobilization once the Contractor's team is on site and better able to access VRE staff and information.

The requirement is for these plans to be approved 60 days prior to the commencement of Contract Services on July 1, 2010. Therefore, the final plans must be approved by May 1, 2010, which is well into the Mobilization Period.

226. Section 8.11.1, National Incident Management System (NIMS). Why is NIMS training required prior to the start of mobilization? The mobilization period is the appropriate time to administer all the necessary training to the employees that will be working on this Contract. In most cases the employees are not

available until they arrive on site for mobilization. For continuity and liability reasons, incumbent employees are not generally available for training until they start service with a new Contractor. Is there a reason why NIMS training cannot be done with all other training during the mobilization period?

The requirement is for employees to be fully trained prior to the commencement of Contract Services on July 1, 2010. The Mobilization Period is the time between the Notice to Proceed and the commencement of Contract Services, and employees should be trained during this time.

227. Section 25.C, Payment Bond. Clarify that the payment bond amount is to cover subcontracted services engaged by the Contractor only.

Any Subcontractor hired by the Contractor must be covered by the payment bond for the value of the subcontracted work.

228. Section 26, Insurance Coverage and Attachment H.1, General Terms and Conditions, Clause 39 – Indemnification. Is the Contractor required to indemnify for claims and liability to the extent caused, in whole or in part, by VRE or other third parties?

The language of Section 39 addresses this question.

229. Section 26.1.B, General, Insurance Coverage. With reference to the Contractor's insurance in the last sentence of Section 26.1 B, can VRE confirm it refers to the coverages and limits specified in Section 26.2?

This is correct.

230. Can VRE provide claims history so that Offerors may better understand the volumes and nature of such claims?

Claims history is included in Attachment A herewith.

231. Section 26.2.L, VRE Insurance Coverage Requirements. Confirm that VRE should be named as additional insured.

VRE will modify the RFP via an Addendum to reflect that VRE should be a named insured.

232. Section 26.4 C, Indemnification of Contractor by VRE. Could VRE provide Offerors with a Commuter Rail Operations Liability Insurance plan showing details such as coverage amounts and carriers of such insurance? Can VRE also confirm that such insurance is primary and non-contributory as well as

that VRE's indemnity and liability coverage covers all acts and omissions including but not limited to negligence.

A copy of the Plan is provided as Attachment B herewith.

233. Can VRE confirm that all insurance coverages held by both VRE and the Contractor shall contain a mutual waiver of subrogation?

It is the intent of VRE that all liability insurance coverages contain mutual waivers of subrogation.

234. Attachment H.1, General Terms and Conditions, Clause 46 – Access Requirements for Individuals with Disabilities. Will VRE confirm that all equipment and facilities used to provide Contract services comply with the requirements of the Americans with Disabilities Act of 1990 and applicable regulations and other applicable laws and regulations referenced in Section 46 of the RFP as of the commencement date of Contract services?

All passenger facilities and equipment comply with the requirements of ADA.

- (a) If not, will VRE identify the equipment and facilities that do not comply?

N/A

235. Attachment H.2, Cost Proposal and Schedule of Prices. Would VRE consider providing Offerors with this attachment in an excel format that can be filled out electronically, but write protecting the appropriate cells?

VRE will not convert this document to Microsoft Excel format. This attachment must remain in PDF to avoid any modification to the language included in the attachment.

236. Attachment H.3, Representations and Certifications and Attachment H.4, Proposal Submission Forms. Would VRE consider providing Offerors with these attachments in a form that can be filled out electronically, but write protecting the appropriate sections?

VRE will not convert this document to an electronic format. These forms must remain in PDF to avoid any modification to the language included in the forms.

237. How many car wheel sets per year are trued? How many locomotive wheel sets per year are trued?

For locomotives, 28 axles were trued in one year, with one pair scrapped. For the Pullman cars, 30 wheel sets were trued in one year and none scrapped. For the Nippon Sharyo cars, two sets were trued due to hand brake damage.

238. How many car wheel sets are replaced per year due to approaching condemnable wheel rim thickness? How many locomotive wheel sets are replaced per year due to approaching condemnable wheel rim thickness?

For planning purposes, Offerors shall consider that Pullman wheels last about two and one half (2.5) years. Nippon Sharyo wheels last at least five (5) years, with approximately one-fifth (1/5th) of the fleet being changed for each of the second five (5) years. Locomotive wheels sets should be budgeted at four (4) per year.

239. What are the main and HEP engine overhaul cycles? When are these overhauls due on the current locomotive fleet? Is this work done on a task order basis? Is this work to be included in the Offeror's cost proposal?

VRE does not anticipate any major programs on its current locomotive fleet as it is VRE's intention to have a new locomotive fleet before the next round of work is required on the HEPs. For planning purposes, Offerors should anticipate five (5) HEP top deck overhauls in 2011. VRE's policy for both engines is a top deck overhaul in seven (7) years, a mid-life rebuild in fourteen (14) years, another top deck in twenty-one (21) years, and either a full rebuild or replacement in twenty-eight (28) years. All such work shall be performed on a task order basis, as there is no price requirement in Attachment H-2 of the RFP.

240. Can the forty-five (45) day periodic inspection and maintenance be considered for possible elimination based on a maintenance history review, relatively low engine hours with wayside standby power being used at night and on weekends and because it is not required by the FRA? A sixty (60) day cycle might allow one (1) locomotive and cab car to be covered by this periodic inspection and maintenance every two (2) days. The coach one hundred eighty-four (184) day mandated periodic inspection and maintenance would then fall on every third, sixty (60) day interval.

Any and all improvements to the maintenance program will be considered once the successful Offeror is selected. Please note that VRE's current locomotive fleet has analog cab signal systems.

241. What measures would be taken by VRE to ensure continued reliability of the existing locomotive fleet, should the in-service date of the MP-36s' be delayed?

See answer to question #239.

242. What is the time difference allotted for train departures from Ivy City before arrival at Union Station for P.M. departures?

Trains generally depart Ivy City 10-15 minutes prior to their scheduled departure time from Union Station.

243. Section 6.2.1.D, Ticketing. As specified by the RFP the Contractor shall check tickets and issue a summons to anyone not in possession of a valid ticket. Are there any historical records that can be made available by VRE to Offerors to gauge the frequency and number of summons issued?

See answer to question #22.

244. Section 6.3.3.C, Train and Engine Crews (T&E). The RFP states that the Contractor shall be penalized for trains operated without the required staffing. Can VRE clarify what the penalty is for such an event as well as what type of personnel VRE is referring to in the following quote?

“VRE may, in its sole discretion, direct the Contractor to provide additional personnel other than those provided by the Contractor.”

Section 2.4.3A provides information on the penalty that will be imposed if the train is operated without the required staffing as provided in Section 6.3.3A. Additionally, VRE reserves the right to require additional staffing should circumstances warrant. This may include, but not be limited to, long-term overcrowding on a specific train where additional staffing may be required to maintain a safe environment.

245. Section 6.4.3.1.D, Complaint Investigation Plan. Could VRE furnish data to show the historical nature and volume of complaints?

The complaints vary and are often general in nature. The majority of crew-related complaints center around lack of announcements during delays, not checking tickets, and the overall attitude towards customers.

246. Section 11.1.C, General. This section of the Environmental Services requires the use of a properly qualified environmental Subcontractor. Does VRE have specific requirements that this Subcontractor has to meet?

A qualified Prime or any qualified Subcontractor may perform the work as long as they meet the requirements of the RFP.

247. Section 11.2.A, Environmental Permitting/Reporting. VRE requires the Contractor to maintain current, all appropriate permits, certificates, licenses, and the like. Will VRE provide a list of all permits, certificates, licenses, etc,

that the Crossroads Yard and Broad Run Yard currently hold? Will copies of all current permits, certificates, licenses, etc. be provided to Offerors for review before the proposal due date? Are copies of the applications on which those permits are based available?

VRE currently holds a DEQ General Discharge permit for both yards and a Prince William County hazardous materials storage permit at Broad Run. Copies of permits can be made available to successful Offeror.

248. Section 11.3.A, Air Emissions Testing, Permitting and Reporting. This section requires the Contractor to comply with the requirements of an air permit. Can VRE provide a copy of that permit to Offerors for review prior to the proposal due date?

VRE will modify the RFP via an Addendum to indicate that VRE does not have such permits.

249. Section 11.4, Hazardous Material Disposal. Can VRE provide information on the types, volumes and locations of such hazardous materials that will need to be managed?

VRE's current policy is to only change main engine oil when lab tests indicate that it is advisable. The HEP oil is changed every 92 days. As the new locomotives come on line, VRE will resume changing the main engine oil as part of the annual inspection. Other materials include; batteries, antifreeze, refrigerants and lubricants. Offerors can calculate their haul-away cycles based upon the foregoing information and facilities described in the RFP.

250. Section 11.5.4, Licenses and Permits. In order to accurately price the cost of obtaining such documents, can VRE provide the current costs?

This information is not available.

251. Appendix 29, Permits and Plans: Crossroads Yard. The General Permit for Storm Water Discharges Associated with Industrial Activity provided by VRE expires on June 30, 2009. Has VRE applied for coverage beyond June 30, 2009 or has the permit been administratively extended?

A new permit application has been submitted.

252. Appendix 30, Permits and Plans: Broad Run Yard. The General Permit for Storm Water Discharges Associated with Industrial Activity provided by VRE expires on June 30, 2009. Has VRE applied for coverage beyond June 30, 2009 or has the permit been administratively extended?

A new permit application has been submitted.

253. Appendix 29, Permits and Plans: Broad Run Yard and Appendix 30, Permits and Plans: Crossroads Yard. With regards to the handling, storage, and disposal of hazardous materials, can VRE give more information about the volume of materials as stated in 3.1 and batteries which have been previously handled, stored and disposed of annually?

See answer to question #249.

254. Is there any scope for solid waste handling and disposal as part of this Contract? Is the Contractor responsible for disposal of solid waste from passengers on VRE trains?

There are currently ten (10) cars with retention tanks that need to be pumped out three (3) times per week between April and October and two (2) times per week between November and March. As stated in Appendix 17, this work will continue to be directly contracted by VRE.

255. Appendix 1, Diagrams of Maintenance Facilities (Figure 5.1). With respect to the Broad Run Yard and Maintenance Facility, what is the distance between track centers in the yard?

Track centers are typically 14 feet. Aisle width is typically 28 feet (measured from track centers), with isles between tracks 5 and 6 slightly wider.

256. Appendix 1, Diagrams of Maintenance Facilities (Figure 5.2). With respect to the Crossroads Yard and Maintenance Facility, what is the distance between track centers in the yard?

See answer to question #255.

257. Section 5.1.1.N, Objectives, Section 5.4.2.F, VRE Responsibility, Section 5.4.2.G, VRE Responsibility and Appendix 2, Procurement Flow Chart. Clarify the Contractor's responsibility with respect to procuring material required for equipment maintenance. In particular Section 5.1.1.N states that the Contractor is to "make purchases in support of equipment maintenance." How does this responsibility differ from VRE's responsibility as outlined in Section 5.4.2.F and Section 5.4.2.G and the Procurement Flow Chart?

The Contractor must order the parts through the VRE-controlled purchase system and contracts. VRE will approve and pay the parts.

258. Is there an electronic (soft copy) of the Rolling Stock Maintenance Plan in the form of an Excel or database file which lists all the inspection tasks and their frequency? If yes, can this be provided to Offerors?

See Appendix 5.

259. Section 5.5.2.A, Rolling Stock Maintenance Plan and Section 5.5.2.I, Rolling Stock Maintenance Plan. Clarify the requirements of Section 5.5.2.I, which states that the RSMP proposal shall include sample copies of all inspection

forms, yet the requirements of Section 5.5.2.A state "... the Contractor shall use the VRE inspection forms shown in Appendix No. 5 and maintained in the Micromain System".

The inspection forms in Appendix 5 should be used to the extent of the inspections so represented. Where Contractor's RSMP requires forms not provided in Appendix 5, the Contractor shall create and present them.

260. Appendix 16, VRE Tool Inventory. With respect to the Broad Run Tool Inventory in particular, clarify what the "HVAC device" is, as noted on Page 1.

The HVAC device is a tool used in repairing HVAC systems.

261. Appendix 16, VRE Tool Inventory. Numerous items identified in the Broad Run Tool Inventory have no details as to what they are (no part number, no quantity and no description). Will VRE provide the missing details?

See answer to questions #49 through #58.

262. Appendix 21, Maintenance Policies within VRE Yards. The appendix states that, "Following maintenance or repair work, no locomotive shall be placed on a service train alone until it has had at least one (1) trouble-free round trip as the controlling unit, preferably two (2) round trips." What type of maintenance and repair work would require the unit to be put in service with another unit?

Another locomotive unit shall be used any time that repairs have been made beyond normal wear and tear (i.e. brake shoes, filters, etc).

263. Section 1.4, Access to Washington Union Terminal. Clarify the role of the Contractor and what services are to be performed at Washington Union Terminal.

See answer to question #211.

264. Section 1.4, Access to Washington Union Terminal. This section instructs Offerors to "assume that access to Washington Union Terminal shall be provided by VRE through a separate agreement with Amtrak." Will VRE publish a list of the service-related functions that Amtrak will be providing to VRE for inclusion in this section?

See answer to question #211.

265. Section 2.4.2.B, Other Maintenance Penalties. Confirm that this penalty is only applicable should the incident occur if the move was taking place in the yard and being performed by maintenance staff.

Anytime a wheel is found with a flat spot that cannot be tied to a component failure, VRE will assume it was caused by a Contract employee leaving a hand brake applied and a penalty will be levied.

266. Section 2.4.2.D, Other Maintenance Penalties. Clarify what constitutes a "HVAC system not operating". The way Section 2.6.1 currently reads, it appears that the Contractor could have potential liabilities for 13 (c) payments arising out of actions taken by a successor contractor after the termination or expiration of this Contract. Is this VRE's intent?

If either the blower and/or the compressor is not operating or the system is operating outside of its designated temperature range, it is "not operating" and a penalty will be levied. In regard to the 13 (c) question, please see question #21.

267. Section 2.10.1.B, General. Based on this Section it is unclear as to who would be responsible for the cost of repair, restoration or replacement of property damaged by a Force Majeure event. Can VRE provide clarification?

Property damaged by a Force Majeure event would be repaired or replaced with insurance proceeds. The cost of deductibles would be funded by the party providing the insurance.

268. Section 5.1.1.L, Objectives. Explain what the Contractor's involvement in the drill is and what level of effort (manpower) is expected. What is the annual frequency of these drills?

The total frequency of drills is about twelve (12) per year. The Contractor shall provide a knowledgeable mechanical person for twelve (12) drills per year and T&E crews for approximately two (2) drills per year. A locomotive attached to two coaches must also be provided.

269. Section 5.1.1.K, Objectives. What is the anticipated annual volume of Special Trains?

The list of Special Trains is provided for in Section 6.8. For the purpose of 5.1.1.K, VRE expects about five (5) test trains per year, with the exception of 2011, when there may be as many as seven (7). Special Trains generally occur on the weekend so as not to disrupt regular revenue service.

270. Section 5.3.1.D, General-Rolling Stock. Confirm that the Contractor will only be responsible for costs when it is proven that the Contractor's actions caused the damage.

The Contractor is expected to safeguard the rolling stock in proper condition during yard operations and the Contractor shall be held responsible for any damage to the equipment which occurs in the yard. The Contractor may be excused from responsibility, or may seek reimbursement from third parties,

when the damage is caused by forces beyond the Contractor's control or by third parties.

271. Section 5.3.2, General – Facility Maintenance. Confirm that the Contractor will only be responsible for costs when it is proven that the Contractor's actions caused the damage.

See answer to question #270.

272. Section 5.5.4, Equipment. Is there car manufacturer provided training as part of the procurement of the ten (10) Sumitomo Gallery Cars due in March and April of 2010? What is the extent of this training?

Yes, one for each major system.

273. Section 5.5.4, Equipment. Is there locomotive manufacturer provided training as part of the procurement of the nine (9) MP-36 Locomotives to be delivered in October of 2010? What is the extent of this training?

Yes, extensive training will be provided.

274. Section 5.5.1.A, Overview. This Section states that, "spare equipment shall be ready, if required, for revenue service". Knowing that some equipment will be out of service for scheduled and unscheduled servicing, inspection and repair, is there a defined number of units required to be available as serviceable spares?

See answer to question #142.

275. Section 5.5.4.A.1, Equipment. What is the plan for the locomotive fleet after delivery of the nine (9) new MP-36 locomotives in October 2010? Will any locomotives be retired?

Twelve (12) new locomotives have now been ordered. The first unit will be placed into service in July 2010, with another one to two per month starting in October or November, until the order is filled. VRE intends to dispose of locomotives as indicated on its web site under RFI 09-017.

276. Section 5.5.4.A.2, Equipment. What is the plan for the passenger coach fleet after delivery of the ten (10) new Sumitomo cars in April 2010? Will any passenger coaches be retired?

VRE does not plan to retire any coaches when the ten (10) new Sumitomo cars arrive.

277. Section 5.5.6.D.12, Inspections & Servicing. What sanding equipment is available at Broad Run and Crossroads to check and top off the sand level?

Currently, the fifty (50) pound bags are being handled manually.

278. Section 5.5.8.B, Running Repairs. It is stated in this Section that replacing a bad order vehicle must be done "..... using mechanical staff with all of the required qualifications to function as the locomotive engineer". Can VRE verify that the intent of this is to ensure that the staff operating the unit have appropriate training in locomotive operation and yard operations, and it is not VRE's intent that the staff be qualified engineers with full Operating Rules training and qualification?

The staff operating the unit must be qualified by FRA standards to conduct operations within the VRE yards.

279. Section 5.7.J, Warehouse, Materials, and Tool Management. This section states that, "VRE has the final authority on supplier selection for any part or service". If VRE goes against a recommendation from the Contractor and selects a part or service from another supplier, will VRE assume responsibility for said part or service?

No.

280. Section 5.9.3, VRE Orientation and Familiarization Training. There are references to "49 CAR 238.109", "49 CAR 238" and "49 CAR 236.586 through 49 CAR 236.589" in this Section. Are these references meant to read "CFR" and not "CAR"?

See answer to question #155.

281. There does not appear to be a running maintenance manual, heavy maintenance manual or illustrated parts catalogue for the Pullman series of coaches. Are these available?

No maintenance manuals were provided when VRE purchased the railcars.

282. Section 6.2.1, Ticketing. Will VRE provide the training necessary to authorize Contract employees to issue citations and/or warnings or will it be the responsibility of the Contractor to provide this training?

VRE will work with the Contractor to provide training on ticketing and other VRE customer service related items.

283. Section 6.3.3, Train and Engine Crews (T&E). Can VRE provide copies of all working assignments, or "crew runs", for all engineers, conductors and assistant conductors currently in the VRE service, as well as whatever information is available about the spare boards that support those assignments?

The most recent version is included as Attachment C herewithin.

284. Section 6.3.3, Train and Engine Crews (T&E). Can the Contractor propose other crewing options other than what was outlined in this Section, if such proposals meet all VRE and Federal requirements?

If the minimum requirements of the RFP can be met, other proposals will be considered.

285. Section 6.9, Reports. Will the Contractor be responsible for submitting reports to the FRA under part 225 reporting requirements, or will the Contractor supply the necessary information to VRE for reporting?

The Contractor will be responsible for submitting these reports.

286. Section 8.1.D, General. Can Offerors obtain a copy of the VRE System Safety Program?

VRE will not post this information on the web site but can provide the document to Offerors via electronic mail if requested.

287. Section 10, Mobilization and Transition. Will VRE afford the Contractor an opportunity during mobilization to access equipment and the railroad to provide training for new employees?

VRE will provide access to VRE equipment for training purposes during the mobilization period. Access will also be provided to VRE trains during VRE service hours. Training beyond what can be achieved through normal revenue trains will be negotiated per the answer to question #5.

288. Can VRE provide all §13(c) agreements, awards?

VRE has no 13(c) labor agreements and no awards have been made.

289. Can VRE provide all §13(c) claims for the last five (5) years?

There have been no section 13(c) claims during the last five (5) years.

290. Can VRE provide NS, CSXT and Amtrak Operating Rules?

The successful Offeror will be provided one copy of the Operating Rules for each railroad.

291. Will VRE provide as much detail as possible about what is and what isn't included in the two hundred (200) page limit for the Technical Proposal? For example, are the Tabs to be counted as pages?

Physical dividers do not count as pages.

292. What systems, if any, are currently in use to record and reconcile fuel deliveries and fuel dispensing?

Fueling is currently performed by fuel vendors who make truck deliveries directly into each locomotive nightly, five nights per week or upon additional request. A ticket is generated for each locomotive. The fuel vendors are under contract with VRE and no changes to the process are anticipated.

The Contractor is responsible for verifying that the services/products were properly provided as indicated on delivery receipts. These receipts shall be signed by the Contractor and faxed to VRE.

293. Can VRE provide copies of any FRA, or any other regulatory violations, warnings or notices relative to VRE service received in the past five (5) years?

VRE will provide copies of all inspections to the successful Offeror. In the interim, a summary of cited violations will be provided via an addendum to the RFP.

294. Will the System Safety Program Plan (SSPP) be a joint document between VRE and the Contractor, or will the Contractor need to provide an SSPP separate from VRE?

Per Section 8.2, the Contractor must provide its own SSPP that must be approved by VRE within the time frame provided. See also the answer to question #225.

295. When was the last FTA triennial audit performed on VRE?

August, 2008.

296. Section 2.19, Task Order Procedures. What type of task orders does VRE envision issuing under this Contract?

VRE will issue task orders for rolling stock repairs and/or programmed rolling stock improvements.

297. Section 2.19.1, Task Order Procedures. Considering that the Contract will be a mix of fixed price tasks and task orders, how will the "maximum value of the Contract" be established?

The total contract value will be based on the cost proposal which includes an estimated number of hours and material costs for task orders. If task orders exceed this amount, the contract will be modified.

298. Section 5.5, Rolling Stock. To what extent will the Contractor be responsible for the warranty programs for passenger vehicles and locomotives?

The Contractor is responsible for reporting all failures and repairs that are warranty related on forms used for that purpose. Time and materials expended on suspected warranty issues must be tracked and the information provided to VRE.

299. Section 5.5.2.A, Rolling Stock Maintenance Plan. To what extent does VRE plan to have Micromain implemented by the time of Contract award?

Work on the work management portion of Micromain will begin next month. It may take approximately two and a half years to three years to fully implement and address all aspects of work management and inventory functions.

300. Section 5.5.2.A, Rolling Stock Maintenance Plan. How and where will data be entered into the Micromain system? Will this occur on the Contractor's computers at each site, handhelds, etc.?

VRE is currently using VRE provided desktops at each site with Micromain to enter and extract the data. VRE may look into using handhelds as a tool for entering inventory and work order data during the first quarter of 2011.

301. Section 5.5.3.B, Record Keeping and Reports. Will VRE require hard copies of all forms at each site once all information is inputted into the Micromain system?

Until VRE feels that Micromain is fully operational, paper records will be saved, but thereafter they will not.

302. Section 5.5.11.C, Cleaning of Rolling Stock. Confirm that VRE intends to build an automatic car wash (similar to the car wash at Crossroads) at the Broad Run yard.

Yes.

303. Section 5.9.3.B, VRE Orientation and Familiarization Training. Who will provide VRE paid for training?

VRE staff.

304. Section 18.3, Proposal Content. Should financial statements for the Contractor's subcontractors be included in Tab 24?

Yes - financial statements for subcontractors should also be provided.

305. After review of the maintenance of equipment inspection and maintenance forms included in the RFP, it appears that several of the forms fail to define requirements for wheel inspections, event recorder downloads, alerter checks and radio checks in some periodic inspection cycles. Should Offerors structure their proposals based on the maintenance of equipment inspections as written and assume that any necessary additions or changes will be addressed as a change order? Can VRE provide updated maintenance forms to address the noted exclusions so that Offerors may therefore base their Rolling Stock Maintenance Plan on such forms, or as an alternative, require all Offerors to provide and assume use of compliant maintenance forms as part of their Rolling Stock Maintenance Plan?

It should be assumed that the requirements exist even if not on the form. The forms presented, as with the SOP's and most other maintenance documents are living documents, subject to continuous refinement and improvement.