

**PART B**  
**SCOPE OF SERVICES**

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# SECTION 7

## MANAGEMENT

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### 7.1 GENERAL

- A. The Contractor shall be solely responsible for the management of Contractor personnel, subject to the terms of this Contract.
- B. In the performance of its obligations under this Contract, the Contractor is an independent contractor for, and not an agent of, VRE.
- C. The Contractor shall ensure that at all times during the length of the Contract a sufficient number of management, supervisory, train operations, and maintenance employees, as well as other required support staff, having the requisite levels of training, skill, experience and qualifications are employed to perform the Contract services.

### 7.2 MANAGEMENT PLAN

- A. As part of the Contractor's proposal, a Management Plan shall be submitted which, at a minimum, shall include the following:
  - 1. An organizational chart that identifies those staff that the Contractor considers to be "key personnel." At a minimum, key personnel must include the General Manager, Senior Operations Manager, Operations Manager, and Superintendent of Equipment, each of whom must be approved by VRE and a resume provided for each in the proposal.
    - a. VRE must be immediately notified of any planned change in the key personnel.
    - b. Upon Contract award, as employees are selected or hired to replace key personnel, their resumes shall be submitted to VRE for approval. Note: key personnel are to be dedicated to VRE services and should not have duties or responsibilities other than to VRE.
    - c. All four (4) key personnel positions (General Manager, Senior Operations Manager, Operations Manager, and Superintendent of Equipment) must be staffed with personnel who have substantial railroad backgrounds, including:
      - i. Train operations in a multiple user environment (i.e., freight, commuter and intercity passenger operations);
      - ii. Crew management;

- iii. Maintenance of rolling stock (coaches and diesel-electric locomotives);
    - iv. Knowledge of Class I timetables, operating rules and procedures, bulletin orders, and other official communications; and
    - v. College graduates are preferred and will garner more points when proposals are considered by the selection committee.
  - 2. A staffing plan, including all employee titles, necessary qualifications and responsibilities. A hiring plan shall be included as part of the Mobilization Plan.
  - 3. A detailed description of the methodology proposed for the documentation, recordkeeping, analysis and reporting of the required training, oversight, equipment inspection, maintenance, and defect and repair history.
- B. An annual update to the Management Plan is required along with updates to key personnel and/or other major changes.
- C. Within sixty (60) days from the date the Notice to Proceed (NTP) is issued, the Contractor shall supply VRE with a list of potential candidates selected to carry out all of the functions related to the Contract services.
- D. At VRE's sole discretion, it may remove from VRE property any personnel who it considers to compromise safety, performance, quality, and/or public image. The Contractor shall remove personnel from the property immediately upon the request of VRE. Removal and replacement of personnel shall be at the Contractor's expense.
- E. Per the Mobilization Plan, the Contractor shall staff and train the workforce prior to the date of the start of the Contract services to ensure that from the first day of the Contract services, the Contractor is capable of delivering those services in compliance with all standards and requirements set forth in these specifications.

## **7.3 PERSONNEL/STAFFING**

### **7.3.1 GENERAL MANAGER**

- A. The Contractor shall designate a "General Manager" as part of the proposal. This individual shall oversee the Contract services on behalf of the Contractor.
- B. All written correspondence concerning this Contract shall be addressed to the General Manager.
- C. The General Manager shall act as the single point of contact for VRE regarding operational issues, reporting, performance and contractual issues.
- D. The General Manager shall serve as the Contractor's representative in all meetings with VRE and/or their duly appointed representative.
- E. At a minimum, the General Manager must:

1. Have a local residence within the Commonwealth of Virginia and within one (1) hour's drive of the VRE service territory;
  2. Be available twenty-four (24) hours a day, seven (7) days a week; and
  3. Be fully empowered to make all operating decisions on behalf of the Contractor and have Contract signing authority subject to the Contractor's procedures.
- F. The General Manager presented in the proposal and approved by VRE must remain employed in this position, dedicated to VRE, for no less than eighteen (18) months from the time of Contract Award, unless earlier removed at VRE's discretion.
- G. The replacement of the General Manager must be approved by VRE.
- H. VRE will continuously monitor the effectiveness of the Contractor's General Manager. The General Manager shall continually demonstrate proficiency in this position for the duration of the Contract. Failure to do so will be grounds for removal from the position of General Manager by VRE.

### **7.3.2 OTHER KEY PERSONNEL**

- A. In addition to the General Manager, the Contractor shall also hire a Senior Operations Manager, Operations Manager and Superintendent of Equipment who shall report directly to the General Manager and who may serve as Acting General Manager in the absence of the General Manager. The Operations Manager shall report to the Senior Operations Manager.
- B. The Senior Operations Manager, Operations Manager, and Superintendent of Equipment shall be presented in the proposal and approved by VRE. These individuals must remain employed in these positions, dedicated to VRE, for no less than eighteen (18) months from the time of Contract Award, unless earlier removed at VRE's discretion.
- C. The Senior Operations Manager, Operations Manager, and Superintendent of Equipment shall have a local residence within the Commonwealth of Virginia, within one (1) hour's drive of the VRE service territory and be available twenty-four (24) hours a day, seven (7) days a week
- D. On no occasion can more than one (1) of these individuals be absent from duty at a time and no more than one (1) of the four (4) key personnel positions can be left vacant at a time.
- E. The Senior Operations Manager, Operations Manager, and Superintendent of Equipment will be assigned a point of contact within VRE.

### **7.4 CONTRACTOR EMPLOYEE INCENTIVE**

- A. VRE reserves the right to initiate an incentive program with the Contractor's employees working in VRE service. The performance incentives will take into consideration

factors that encourage or reward safety, diligence, good attendance, customer service, appearance, or other performance measures that are expected as part of the successful operation of VRE services and shall be pro-rated by time in VRE service over the previous year.

- B. If VRE proposes a performance incentive, VRE shall coordinate with the Contractor on the basis and amount of the incentive and shall determine by April 30 whether such an incentive will be provided the following fiscal year.
- C. One hundred percent (100%) of the incentive will be provided by VRE with no cost to the Contractor. The Contractor shall provide reporting showing the distribution of the incentive to all employees.

## **7.5 EMPLOYEE TRAINING**

### **7.5.1 TRAINING PROGRAMS**

- A. The Contractor is responsible for providing required training to all Contractor Personnel who are providing Contract services. Within ninety (90) days of the Notice to Proceed, and by April 1 of each subsequent Contract year, the Contractor shall submit a Training Program Plan to VRE for approval. The Training Program Plan shall provide comprehensive ongoing training programs for all Contractor Personnel involved in providing Contract services, including, without limitation, any training required to meet and/or maintain FRA, CSX, Norfolk Southern and/or Amtrak's qualification requirements for the performance of Contract services.
- B. The Training Program Plan shall also include specific training related to Maintenance, Transportation, Safety, Security, Train Operations and Customer Services, as required in **SECTION 5.9 PERSONNEL/STAFFING**, **SECTION 6.5 TRAINING** and **SECTION 8.11 INCIDENT MANAGEMENT**. The Contractor shall identify in the Training Program Plan, all legally required training and discretionary training for each functional area of the Contract services.
- C. The Training Program Plan shall provide a description of each training session/course, frequency of training, proficiency required to obtain certification/qualification, and methods for addressing failures and/or retraining. VRE reserves the right to evaluate the effectiveness of Contractor training programs and make revisions there to.
- D. The Contractor shall provide training within VRE's service area, unless prior written approval to hold training elsewhere is provided by VRE. The Contractor shall schedule training activities so as to not interfere with its provision of Contract services, and in no

event shall the number of employees performing Contract services in any functional area fall below the staffing levels provided in VRE's approved Staffing Plan for that functional area.

- E. The Contractor is responsible for formulating and coordinating all training activities.
- F. The Contractor shall forward to VRE and post all training schedules prominently on the Service Property. The VRE Chief Executive Officer, or his designee, shall be offered the opportunity to address Contractor Personnel during the training. The Contractor shall make ten percent (10%) of the places in any Contractor-sponsored training program available for VRE contractors. VRE employees may attend the training at no charge. The cost of training such individuals shall be included within the Annual Fixed Price.

### **7.5.2 COSTS**

The cost of implementing the Training Program Plan shall be included in the Management Services Fixed Price, Item #1 of the Schedule of Prices. VRE may request supplemental Contractor training as needed throughout the year and will negotiate costs associated with such training on an as needed basis.

### **7.5.3 FAILURE TO COMPLETE TRAINING**

The Contractor shall be required to remove from VRE service any Contractor Personnel who fails to successfully complete training required in the approved Training Program Plan. The Contractor may reinstate the removed Contractor Personnel for VRE service once the employee successfully completes the required training.

### **7.5.4 REPORTS**

The Contractor shall provide VRE with a Quarterly Training Report, which shall list and describe each training conducted during the quarter preceding. The Report shall include the courses completed, number of hours of training completed by each employee, by name, and the employee's test results. The Contractor shall maintain and make available for inspection by VRE upon request records pertaining to employee training including syllabi, records of qualifications, certifications and grades.

### **7.5.5 SUBCONTRACTOR TRAINING**

The Contractor shall provide required training to all subcontractors working on the Service Property.

## **7.6 REPORTING AND RECORDKEEPING**

### **7.6.1 GENERAL**

- A. The Contractor shall keep, store, and maintain, during the term of this Contract, and for seven (7) years after the expiration of the Contract (unless first turned over to VRE following the termination/expiration of the Contract involving this RFP), full and accurate records of all aspects of its provision of Train Operations and Maintenance Services and other activities carried out under this Contract. The Contractor shall furnish to VRE, without limitation, all reports and records identified in or required by this Contract.
- B. The Contractor's accurate management of books and records shall include equipment records and all investigative reports relating to safety violations along with companion investigative evidence to include maps, employee time cards, employee training received, employee training curriculum, employment records pertaining to promotions, etc.
- C. During the term of this Contract, the Contractor shall keep all records in the Commonwealth of Virginia both in hard copy format and electronically.

### **7.6.2 FINANCIAL RECORDS AND REPORTS**

- A. The Contractor shall keep full and accurate accounting records, including source documentation, of all expenses and revenues related to the provision of Contract services. All such records shall be prepared in accordance with Generally Accepted Accounting Principles.
- B. During the term of the Contract, all reports and records shall be accessible to VRE upon request.