



**VIRGINIA RAILWAY EXPRESS
AMENDMENT OF SOLICITATION
REQUEST FOR PROPOSALS (RFP)
ADDENDUM No. 1**

Issued: June 6, 2025

RFP No.: 025-011 RFP Title: Train Operations and Maintenance Services for VRE

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This addendum is hereby incorporated into the solicitation documents of the above referenced RFP. The following items are clarifications, corrections, additions, deletions and/or revisions to the RFP, which shall take precedence over the original documents. ***Bold and Italics*** indicates additions while deletions are indicated by ~~strike through~~. Offerors must acknowledge receipt of this addendum by returning a signed original with their Proposals.

DESCRIPTION OF AMENDMENT

The above numbered solicitation is amended as follows:

1. **PART II – PROCUREMENT SCHEDULE**

DELETE: Page 4

REPLACE WITH: Page 4R attached herewith

2. **PART IV – SUMMARY OF CONTRACT SERVICES**

DELETE: Page 16

REPLACE WITH: Page 16R attached herewith

3. **PART V – PROPOSAL REQUIREMENTS**

DELETE: Page 18

REPLACE WITH: Page 18R attached herewith

4. **PART IX – INVOICING AND PAYMENT**

DELETE: Page 30

REPLACE WITH: Page 30R attached herewith

5. **PART X – SPECIAL PROVISIONS**

DELETE: Pages 34, 36 and 37

REPLACE WITH: Pages 34R, 36R and 37R attached herewith

6. **PART XI – GENERAL PROVISIONS**

DELETE: Pages 42 and 61

REPLACE WITH: Pages 42R and 61R attached herewith

7. **PART XII – INSURANCE REQUIREMENTS AND CLAIMS SERVICES**

DELETE: Pages 74 and 76

REPLACE WITH: Pages 74R and 76R attached herewith

8. **PART XIII – BOND REQUIREMENTS**

DELETE: Page 78

REPLACE WITH: Page 78R attached herewith

9. **PART XVIII – LIST OF APPENDICES**

Insert new appendix: Appendix No. 9 – Railcar Running Maintenance and Servicing Manual

DELETE: Page 87

REPLACE WITH: Page 87R attached herewith

10. **ATTACHMENT C – MAINTENANCE OF ROLLING STOCK AND FACILITIES**

DELETE: Pages 5 and 14

REPLACE WITH: Pages 5R and 14R attached herewith

11. **ATTACHMENT H – MOBILIZATION AND TRANSITION**

DELETE: Page 1

REPLACE WITH: Page 1R attached herewith

12. Except as specifically amended herein, all other terms and conditions of this solicitation remain unchanged and in full force and effect.

Offerors must acknowledge receipt of this amendment by returning a signed original with the Proposal package prior to the hour and date specified in the solicitation. Failure to acknowledge receipt of this document may be grounds to declare the Offeror's Proposal non-responsive.

Company _____

Address _____

City _____ State _____ Zip Code _____

Name of Person Authorized to Sign _____
Print

Signature _____ Date _____

II. PROCUREMENT SCHEDULE

RFP Issued	April 4, 2025
Confirm Attendance- Pre-Proposal Meeting and Site Visits	April 25, 2025 by 10:00 A.M.
Pre-Proposal Meeting	April 26, 2025 at 9:00 A.M.
Site Visits Commence	April 26, 2025 at 10:15 A.M.
Deadline to Submit Questions	May 9, 2025 at 2:00 P.M.
Proposals Due (Closing Date and Time)	July 23rd, 2025 by 2:00 P.M.
Interviews (Optional)	<i>August 26 and 27, 2025 To Be Determined</i>

All times noted above are Eastern Time.

Virginia Railway Express (VRE) reserves the right to make changes to the above schedule. All such changes shall be made by an addendum to the solicitation. Offerors must frequently monitor VRE's website at www.vre.org/procurement/ for information concerning this solicitation, including any addenda or notices.



- D. The exercise of a Contract option will be at the sole discretion of VRE. Unless otherwise directed in writing, the Contract shall be extended by VRE in accordance with the terms and conditions agreed upon for the Base Period.
- E. A written notice of VRE's intention to exercise an option will be given approximately *one hundred eighty (180)*~~ninety (90)~~ calendar days prior to the expiration of the Base Period and the expiration of the first five (5) year option period. The preliminary notice does not commit VRE to an extension. The exercise of an option is subject to the availability of funds.

04. REGULATORY COMPLIANCE WITH LAWS, RULES, REGULATIONS, PERMITS AND STANDARDS

The Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, requirements, permits or recommended practices set forth by the following regulatory agencies or transportation industry standards, as applicable:

1. U.S. Department of Transportation (USDOT)
2. Federal Railroad Administration (FRA)
3. Federal Transit Administration (FTA)
4. Association of American Railroads (AAR)
5. American Public Transportation Association (APTA)
6. Transportation Security Administration (TSA)
7. American Railway Engineering and Maintenance of Way Association (AREMA)
8. Environmental Protection Agency (EPA)
9. Occupational Safety and Health Administration (OSHA)
10. Virginia Department of Environmental Quality (VDEQ)
11. All other Federal, State or local regulatory agencies
12. National Railroad Passenger Corporation (Amtrak)
13. CSX Transportation (CSXT)
14. Norfolk Southern Railway (NS)
15. Virginia Passenger Rail Authority (VPR)



- B. If the successful Offeror is aware of such an error or omission and has not notified the VRE Director of Purchasing, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to VRE.

03. TECHNICAL PROPOSAL SUBMITTAL ELEMENTS

The Technical Proposal must include all the written documentation outlined below.

Tabs 1 through 13 of the Offeror's Technical Proposal shall not exceed a combined total of two hundred (200) pages.

TAB 1- Table of Contents: Furnish a table of contents to delineate all the sections of the Proposal package.

TAB 2- Title Page: Furnish the name and address of the Offeror, local address, if any; name, title, address, email address, and telephone number of the *contact person* and the *company officer* responsible for ascertaining the correctness of the Proposal.

TAB 3- Transmittal Letter: Submit a one-page transmittal letter dated and signed by a company officer authorized to bind the Offeror in a Contract. Failure to sign the letter may disqualify the Proposal. The following information shall be provided in the transmittal letter:

- a. Type and size of business.
- b. Years of operation.
- c. Description of the company (or other structure in the case of a partnership or joint venture), and relevance of services to this RFP.

TAB 4- General Understanding and Project Approach: Describe the business practices, techniques, methodologies and concepts proposed to carry out the work/services specified in this RFP. Such descriptions should include, at a minimum, the identification of innovative management techniques and methodologies to improve the quality of VRE's commuter rail passenger service while reducing costs. In presenting an overall approach, the Offeror shall demonstrate its familiarity with VRE train operations and maintenance services. The approach shall also incorporate specific examples of how innovative practices, procedures, or methods will be used to deliver work/services in a practical and efficient manner.

TAB 5- Experience and Qualifications of the Offeror and Subcontractors: Describe the capability, expertise and past performance of the Offeror and proposed team, including Subcontractors, which demonstrates competence in performing work/services of similar size, scope and complexity as required by



IX. INVOICING AND PAYMENT

01. INVOICES

- A. Invoices shall be submitted electronically on a monthly basis by the Contractor in one (1) continuous electronic copy in PDF to accountspayable@vre.org and mechanicalinvoices@vre.org or as otherwise directed by VRE.
- B. At a minimum, each invoice shall contain the following information:
1. Name, address and telephone number of the Contractor
 2. Contractor's remittance information
 3. VRE Contract number
 4. Contractor's invoice number
 5. Date of invoice
 6. Period of invoice
 7. Task Order number and title, if applicable
 8. Summary description of work/services performed
 9. Subcontractor invoices and receipts, if applicable
 10. Total invoice amount
 11. Total cumulative amount invoiced for the Contract
- C. If invoices fail to meet the above requirements, they will not be processed for payment and will result in the invoice being returned to the Contractor for correction and resubmission. VRE may request additional substantiating documentation, as necessary.

02. PAYMENTS

- A. Payments shall be made monthly by VRE for the amount and value of the work and services performed by the Contractor during the previous month under this Contract. Invoices shall be prepared by the Contractor and accompanied by all supporting data and documentation required by VRE.
- B. The Contractor shall submit monthly invoices for work/goods ordered, delivered, and accepted by VRE by the 15th of each month. The invoice period shall be the calendar month. This payment schedule shall be maintained throughout the term of the Contract, unless directed otherwise by VRE.
- C. ***VRE will pay all properly submitted invoices within thirty (30) calendar days of receipt unless all or portions of the invoice are disputed, in which case the portions of the invoice that are disputed shall be paid upon resolution of the dispute.*** Any Contractor's payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice.



5. Failure to comply with any of the requirements of the System Safety and Security and Maintenance Policies at VRE's Maintenance and Storage Facilities - \$500/incident.

D. Other Liquidated Damages

1. Incomplete Mobilization - \$10,000/day after July 1, 2026.
2. Late reports or failure to report - \$250/day for each day until the report is filed.
3. Cancelled train due to mechanical failure - \$2,500/train cancelled.
4. If the Contractor is found to be in violation of any Federal Railroad Administration (FRA) regulation which results in a fine being assessed by the FRA, the Contractor shall be responsible for correction of the violation as well as paying the fine assessed at no additional charge to VRE.
5. Non-compliance with VRE standards, policies, or procedures as determined by a VRE employee – \$250 - \$1,000/incident. Violations shall be submitted to the VRE CEO for action. The Contractor will receive a copy of the complaint in writing from VRE.

04. ANNUAL ECONOMIC PRICE ADJUSTMENT

Compensation to the Contractor for the Contract Services shall be as specified in the Contract resulting from this solicitation and will be based upon the Price Proposal submitted by the Contractor and subsequently accepted by VRE in the form of a Best and Final Offer (BAFO). Yearly price adjustments will be made effective July 1st of each ensuing year and will be based on the U.S. Department of Labor's final posted Consumer Price Index for Urban Consumers (CPI-U) for the twelve (12) months ending in October, up to a maximum increase of 5% per year. *At no time shall the annual adjustment be negative or exceed 5%.*

05. SERVICE CHANGES

A. General Authority

1. VRE may, at any time during the term of this Contract, make any permanent changes to the schedule for the Contract Services provided under this Contract and direct the Contractor to implement such changes. Changes may include those to timetables, schedules, service levels, service days and/or the service territory. The changes and the cost impact thereof shall then be integrated into the Contract pursuant to Section 15 - Changes of the General Provisions.
2. VRE reserves the right, at any time, by written notice to the Contractor, to require the Contractor to stop any specific work or all work included in the Contract Services. VRE may at any time transfer any or all Contract Services to a party other than the Contractor.



qualifications, training, certifications, fitness of duty observations, motor vehicle operator records, background checks, and criminal records that directly relate to the performance of the Contract Services.

- B. The Contractor shall also provide any records requested by VRE including, but not limited to, employee turnover rates and history, job classifications, union agreements, and the results of efficiency tests.

08. CRIMINAL BACKGROUND CHECKS

Criminal background checks shall be performed *by the Contractor* on all Contractor personnel for the past five (5) years, the results of which shall be made available to VRE upon request. The Contractor shall not hire any person who has been convicted of a felony or violent misdemeanor.

09. ENGLISH PROFICIENCY

The Contractor shall affirm that any employee of the Contractor or Subcontractors performing work on this Contract must be able to read, write, speak and understand the English language.

10. RAILROAD OPERATING RULES

- A. The Contractor shall, at all times, be fully knowledgeable of and in compliance with all NS, CSXT, VPRA, as applicable, and/or Amtrak Operating Rules, including modifications to these rules, which in any manner are applicable to the Contract and those engaged in the performance of, or employed in connection with, the Contract Services.
- B. The Contractor shall indemnify, protect, defend and save harmless VRE and its officers, agents and employees from all fines or penalties which are threatened to be imposed or are imposed upon VRE or any such person by any public agency, authority or court having jurisdiction over the parties hereto, when the imposition of same is attributable to the failure of the Contractor to be fully knowledgeable of, and in compliance with the NS, CSXT, VPRA, as applicable, or Amtrak Operating Rules including modifications made by VRE to these Operating Rules.

11. COORDINATION WITH OTHER RAIL CARRIERS

The Contractors shall comply and cooperate with all agreements made between VRE and other rail carriers on whose property VRE operates.

12. MID-DAY STORAGE AND ACCESS TO WASHINGTON UNION TERMINAL

- A. At the time of commencement of the Base Period of the Contract, the Contractor shall assume mid-day storage will be provided by VRE through a separate agreement with Amtrak unless otherwise notified by VRE. In addition to mid-day storage, this agreement with Amtrak will provide access to Washington Union Station as well as for mid-day emergency mechanical repairs, coach cleaning, emergency locomotive fueling, switcher operation, cutting railcars in and out of train sets, cross leasing of



equipment during service disruptions, and train rescues. The Contractor shall not include the cost of providing these services in its Price Proposal.

- B. Additionally, at present, VRE stores up to two (2) train sets during the mid-day on the L'Enfant Storage Track, located adjacent to the VRE L'Enfant Station in Washington, DC.
- C. It is anticipated that within the Base Period of the Contract, VRE will begin transitioning mid-day storage to the Seminary Yard in Alexandria, VA. This change and the cost impact thereof shall then be integrated into the Contract pursuant to Section 15 - Changes of the General Provisions.

13. ACCESS BY GOVERNMENT AGENCIES

- A. The Contractor shall grant access to VRE property, any duly authorized government authorities. The Contractor shall immediately notify VRE when any State or Federal inspector, law enforcement, or emergency personnel enters VRE property. In addition, the Contractor shall provide VRE with copies of all reports furnished to the Contractor by any regulatory agency, within ***one (1) business day***~~twenty-four (24) hours~~ of the Contractor's receipt of such reports.
- B. The Contractor shall submit triennially to an FTA audit as well as any audits conducted by VRE, Federal, State or other regulatory agencies. The Contractor shall also implement recommended corrective actions as directed by VRE.

14. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Contractor agrees to the fullest practical extent it has satisfied itself by its own investigation and research regarding all conditions affecting the work to be performed, the labor and materials needed, and its decision to execute a Contract is based on such investigation and research in addition to the estimate of the quantities or other information presented herein this solicitation.

15. PICKETING OR OTHER DISRUPTIONS

- A. The Contractor shall use all reasonable, legal and practicable means to ensure the following:
 - 1. All collective bargaining agreements between the Contractor and representatives of its employees include provisions prohibiting strikes or other work stoppages.
 - 2. Enforcement of such provisions.
 - 3. Judicial or administrative relief shall be obtained in the event of any strike or work stoppage, whether or not in violation of the terms of any collective bargaining agreement.
- B. If employees of the Contractor picket or otherwise disrupt facilities of VRE in connection with a labor dispute between such employees and the Contractor, and if



XI. GENERAL PROVISIONS

01. PRECEDENCE OF TERMS

- A. In the event of an inconsistency between the Request for Proposals or Invitation for Bids, the Contract Terms and Conditions, other included documents, or the Federal Transit Administration (FTA) Master Agreement and state procurement law, the inconsistency shall be resolved by the following order of precedence:
1. Federal Transit Administration Master Agreement (32) (March 26, 2025) and FTA Circular 4220.14G, dated January 17, 2025, as amended;
 2. Virginia's Public Procurement Act, as amended;
 3. Invitation for Bids (IFB)/Request for Proposals (RFP);
 4. Special Provisions;
 5. General Provisions; and
 6. Contractor's Bid/Proposal.
- B. Where the terms of these Contract Documents conflict the most stringent shall apply.

02. VRE CONTRACT MANAGEMENT

- A. Contract Administrator: During the term of the Contract, matters relating to bonding, insurance, terms and conditions, and other contract administration matters shall be directed to the Contract Administrator. Changes to the Contract value, scope, or schedule will require consultation with the Contract Administrator.
- B. Contracting Officer: The Contracting Officer is the only individual who can legally commit or obligate VRE for the expenditure of federal/public funds. The technical administration of the Contract shall not be construed to authorize the revision of the terms and conditions of the Contract. Any such revision shall be authorized in writing only by the Contracting Officer. The Contracting Officer may designate personnel to act as their authorized representatives for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of the Contract. Such a designation will be in writing, set forth by a separate letter signed by the Contracting Officer, and will contain specific instructions as to the extent to which the representative may act for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor will it authorize the designee to order contract changes, modify contract terms, or create any financial liability on the part of VRE.
- C. Project Managers: During the term of the Contract, the Contracting Officer will designate Project Managers to represent VRE and assist in monitoring the work under the Contract. The Project Managers are responsible for the overall project management and serve as the technical liaisons to the Contractor. The Project Managers are responsible for the day-to-day clarification and guidance of the Contractor's personnel as may be required under the Contract. The VRE Project Managers will conduct ongoing reviews of the Contractor's progress in performing



Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor also agrees to comply with any implementing requirements FTA may issue.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
4. The Contractor will comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§1681-1683, 1685-1688, with U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
5. The Contractor agreed to cooperate in providing meaningful access to public transportation services to persons with limited understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., and its implementing regulation at 28 CFR § 42.405(d), and applicable U.S. Department of Justice guidance.
6. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
7. The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statutes(s) that may apply.
8. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

42. DRUG OR ALCOHOL ABUSE- CONFIDENTIALITY AND OTHER CIVIL RIGHTS PROTECTIONS

The Contractor agrees to comply with confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.



- H. If the Contractor is furnished with a written notice of cancellation from the insurance carrier, the Contractor shall provide VRE a copy of the cancellation notice within thirty (30) calendar days of receipt of the notification except ten (10) days for cancellation due to non-payment of premium.
- I. In no event shall the failure by VRE to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the Contractor's obligation to obtain the required insurance coverage. Failure by VRE to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein, or failure by VRE to identify a deficiency in the evidence provided, shall not be construed as a waiver of the obligation to procure or maintain the insurance required hereunder. The acceptance of delivery by VRE of any certificate of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the certificates of insurance comply with such requirements.

02. POLLUTION LIABILITY INSURANCE

- A. The Contractor shall obtain pollution liability insurance in an amount no less than ***\$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is written on a claims-made form, a one (1) year extended reporting endorsement is required.*** ~~one million dollars (\$1,000,000) with preference for a one (1) year extended reporting endorsement.~~
- B. With regard to hazardous materials, including diesel fuel and other petroleum-based products, the Contractor shall assume full responsibility and liability for compliance with Federal, State and Local regulations pertaining to training, work practices, hauling, and disposal as well as protection of workers, visitors to VRE's facilities, and persons occupying areas adjacent to VRE's facilities.

03. PROVISION OF INSURANCE FOR THE CONTRACTOR BY VRE

- A. Subject to the provisions of Section 31 – Indemnification and Section 53 – Insurance, General Provisions, as well as the provisions of this Section, VRE shall include the Contractor as an additional insured in its Commuter Rail Operations Liability Insurance Plan established pursuant to §§15.2-4618 and 4526 and §8.01-195.3 of the Code of Virginia for liability for claims of personal injury and death, as well as property damage, arising out of the Contractor's provision of Rail Operations. VRE shall also provide property insurance for its equipment and property used by the Contractor in the provision of the Contract Services. The Contractor shall be responsible for any damage to equipment and/or facilities caused by the Contractor, up to \$500,000 per occurrence.
- B. Notwithstanding the provisions of Paragraph A above, the Contractor shall indemnify VRE in accordance with Section 31 – Indemnification, General Provisions, for all claims arising out of the Contract Services with a value up to one million dollars (\$1,000,000) and shall provide insurance for such claims pursuant to Section 53 – Insurance, General Provisions.



04. VRE INSURANCE COVERAGE REQUIREMENTS

<u>Applicability</u> "X" = Required Coverage	<u>Description</u>	<u>Coverage</u>
X	1. Workers' Compensation and Employers Liability	Limits as required by the Commonwealth of Virginia. Employers Liability limits \$1,000,000 per person, disease and death.
X	Admitted in Virginia	YES
X	All States Endorsement	Statutory
X	FELA Endorsement (or part of Rail liability)	Statutory
	Voluntary Compensation	Statutory
X	2. Commercial General Liability (ISO) or equivalent policy form providing coverage for bodily injury and property damage to third parties including the following: <ul style="list-style-type: none"> General Aggregate Products & Completed Operations Aggregate Personal & Advertising Injury Each Occurrence 	\$5,000,000 \$5,000,000 \$5,000,000 \$5,000,000 Coverage may be written on an occurrence or claims-made basis, if claims-made it must include a three (3) year runoff period.
X	Broad Form Contractual Liability	
X	Independent Contractors	
X	Fire Legal Liability	
X	ISO Form CG 241710 01 Endorsement or other equivalent form	
X	Sudden and accidental pollution liability, resulting from railroad operations	
X	Reinstatement option of limits in the event required insurance is exhausted	
X	3. Automobile Liability (Covering all vehicles owned, non-owned, or hired by the Bidder/Officer, its agents, representatives, employees or Subcontractors.) to meet statutory requirements. Minimum limits: <ul style="list-style-type: none"> Combined Single Limit Medical Expense Limit 	\$1,000,000 \$ 5,000
X	ISO Form CA2070 Endorsement	
X	4. Cyber/Errors & Omissions, covering all acts, errors, omissions, negligence, infringement and network and privacy risks- (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of the Contract Services.	\$2,000,000 per claim and in the annual aggregate
X	5. Cyber Insurance for First Party Coverage to include full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information. Breach Response, Crisis Management and Public Relations, Cyber Extortion, Business Interruption & Extra Expense, Digital Asset Restoration, Fund Transfer Fraud, Computer Replacement Costs, Reputational Harm Loss, Service Fraud, Criminal Reward, and Invoice Manipulation. Third party liability coverage for claims involving: Network & Information Security breaches, Regulatory Defense & Penalties, Multimedia Content, PCI Fines and Assessments, Technology E&O invasion of privacy violations, information theft, release of private information, and extortion. The policy shall provide coverage for breach response costs, regulatory fines, and penalties.	\$2,000,000 per claim and in the annual aggregate
X	6. Railroad Protective Liability Insurance, including FELA if not available under #1 WC above. VRE shall be named as insured. The language shall read as follows: "Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together the owners and operator of the Virginia Railway Express"	\$5,000,000 per occurrence, \$10,000,000 aggregate. (Note: Liability limits must match the limits of the CGL and/or Rail liability limits)
X	7. Contractor's Pollution Liability, covering third-party injury and property damage claims, including clean-up and remediation costs on or off site, as a result of pollution conditions arising from the Contractor's or any Subcontractor's operations. If materials are to be transported by Bidder/Officer, the policy is to be endorsed to include Transportation Pollution Liability. VRE is to be included as an additional insured, using the same wording as in 8. below.	\$5,000,000 per occurrence and general aggregate limit may be subject to change based on the Contract value and risk exposure. \$1,000,000 per occurrence and \$2,000,000 annual aggregate <i>If the policy is written on a claims-made form, a one (1) year extended reporting endorsement is required.</i>
X	8. VRE shall be endorsed as additional insured on the General, Auto and Pollution Liability policies. All required insurance listed above, shall include coverage to be primary and non-contributory to all other coverage VRE may possess, and shall include a waiver of subrogation (unless prohibited by law). The Certificate holder and language shall read as follows: "Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together the owners and operators of the Virginia Railway Express"	
X	9. Thirty (30) days cancellation notice required, except Ten (10) days' notice for non-payment of premiums	
X	10. Best's Guide Rating – A-VII or better or equivalent	
X	11. The Certificate must state: RFP No. 025-011; Train Operations and Maintenance Services for VRE	
X	12. FELA; if applicable and not available through Worker's Compensation policy	Statutory Minimum \$5,000,000 per claim



XIII. BOND REQUIREMENTS

01. PERFORMANCE BOND

- A. The Contractor who is selected to enter into a written Contract with VRE shall furnish a Performance Bond or Irrevocable Letters of Credit or other equivalent guarantee approved by VRE and shall remain in full force for the term of the Contract. The **Performance Bond** shall be in the amount equal to one hundred percent (100%) of the *value of the 1st Year of the Base Period of the* Contract and must be renewed *annually for each five-year option period, if exercised by VRE*, as a guarantee of the faithful performance of the Contract.
- B. If the Contractor chooses to provide an Irrevocable Stand-By Letter of Credit as its performance guarantee, the Offeror shall provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Offeror. The Irrevocable Stand-By Letter of Credit will only be accepted by VRE if:
1. A bank in good standing issues it. VRE will not accept an Irrevocable Stand-By Letter of Credit from an entity other than a bank.
 2. It is in writing and signed by the issuing bank.
 3. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
 4. VRE is identified as the Beneficiary.
 5. It is in an amount equal to **100%** of the *value of the 1st Year of the Base Period of the* Contract ~~value~~. This amount must be in U.S. dollars.
 6. The effective date of the Irrevocable Stand-By Letter of Credit is the same as the effective date of the Contract.
 7. The expiration date of the Irrevocable Stand-By Letter of Credit coincides with the term of the Contract.
 8. It indicates that it is being issued to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between VRE and the Contractor.
- C. The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and bank draft to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.



XVIII. LIST OF APPENDICES

- **APPENDIX NO. 1 – CURRENT TRAIN SCHEDULE**
- **APPENDIX NO. 2 – CURRENT LIST OF TRAIN CONSIST SIZES**
- **APPENDIX NO. 3 – SAMPLE INJURY / INCIDENT REPORT**
- **APPENDIX NO. 4 – STANDARD OPERATING PROCEDURES FOR
LOCOMOTIVE AND RAILCAR FLEET
MAINTENANCE**
- **APPENDIX NO. 5 – LOCOMOTIVE MAINTENANCE MANUAL**
- **APPENDIX NO. 6 – RAILCAR MAINTENANCE MANUAL**
- **APPENDIX NO. 7 – VRE MAINTENANCE AND STORAGE FACILITY
TRACK DIAGRAMS**
- **APPENDIX NO. 8 – VRE SYSTEM SAFETY PROGRAM PLAN**
- ***APPENDIX NO. 9 - RAILCAR RUNNING MAINTENANCE AND SERVICING
MANUAL***



10. Standard Operating Procedures (SOPs).
 11. Standard work instructions.
 12. Policies and procedures for determining root cause and corrective action for unusual occurrences (i.e. ride quality issues reported by train operations crews and passengers, hot railcars, cold railcars, unusual noise and vibrations, recurring mechanical defects, etc.).
- B. The RSMP shall comply with the requirements for an “Inspection, Testing and Maintenance Plan” as set forth by the FRA in 49 CFR, Part 238.107 as it pertains to VRE’s operation.
 - C. The RSMP shall include all inspection, testing, maintenance and repair tasks required to comply with 49 CFR 238, Subpart D, “Inspection, Testing, and Maintenance Requirements for Tier I Passenger Equipment”, as well as all other applicable sections of 49 CFR.
 - D. With specific reference to the locomotives in VRE’s fleet, the Contractor shall be familiar with the requirements of 49 CFR, Part 229, Subpart B, “Inspection and Tests.”
 - E. The Contractor shall also be aware of and adhere to VRE Standard Operating Procedures (SOPs) regarding VRE’s requirements for locomotive and railcar fleet maintenance. See **APPENDIX No. 4**.
 - F. The RSMP shall incorporate all maintenance procedures and practices recommended by the OEM, unless specifically directed otherwise by VRE. See **APPENDIX No. 5** for the Locomotive Maintenance Manual and **APPENDIX No. 6 as well as APPENDIX No. 9** for the Railcar Maintenance Manual. The entirety of the manuals will be shared with the Contractor following award of a Contract.
 - G. The RSMP submitted with each Offeror’s Proposal shall include sample copies of all forms and documentation proposed for use by the Contractor, including forms required for regulatory compliance and forms generally accepted as part of good railroad or business practice.
 - H. The Contractor shall implement the final comprehensive RSMP once approved by VRE and prior to commencement of the Base Period of the Contract. The RSMP shall be reviewed, revised and resubmitted to VRE at least once annually, as required by 49 CFR, Part 238.107, or as often as necessary to accurately represent the Contractor’s rolling stock maintenance policies and procedures.

C.5.3 RECORDKEEPING AND REPORTS

- A. The Contractor shall document and maintain all inspection, defect and repair records as required by the FRA. Repair sheets must include any defects repaired in accordance with FRA regulations, including 49 CFR 238.303 and 238.305 and as required for the locomotives in 49 CFR, Part 229, Subpart B.
- B. All records shall be maintained on-site at VRE’s MSF and electronically and shall be available for review by VRE at any time. All software used for the documentation, storage

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- E. The Contractor shall perform routine inspections and conduct preventive maintenance, to include cleaning and repair of buildings, electrical systems and lighting, hotel power, load banks, HVAC equipment, plumbing and septic systems, storage tanks, compressed air systems, overhead cranes, fencing, general yard grounds and aisle ways.
- F. The Contractor shall keep all systems clean, in good repair, and at all times operational. All repairs and maintenance shall be performed in compliance with industry standards and per applicable codes and regulations.
- G. The Contractor shall comply with VRE access control procedures. Parking for the Contractor, including all employees and Subcontractors, shall be at designated locations only.
- H. The Contractor shall coordinate with VRE to establish a scrap collection and recycling program to maximize the level of recycling and reduce waste. All recyclable or waste material is the property of VRE.
- I. Periodically, VRE may perform inspections and provide the Contractor with a list of deficiencies to be corrected. The Contractor shall perform the work as noted by VRE without delay.
- J. The following items ***are not within the scope of the Contractor's responsibilities and shall be excluded from*** ~~resulting shall considered and included be included in~~ the FMP:
 - 1. High mast lighting maintenance and ballast replacement.
 - 2. The storm water system downstream from the oil/water separators.
 - 3. Automated gate and door controls.
 - 4. Drop table servicing and repairs.
 - 5. Wheel truing machine servicing and repairs.
 - 6. Ground power servicing.
 - 7. Electrical substation servicing.
 - 8. Major underground utilities.
 - 9. VRE will also service the oil/water separators on a biannual basis. This has no effect on the Contractor's obligations regarding the oversight of the annual cleaning of the drip pans.
- K. The Contractor shall perform additional maintenance, repair and cleaning services on an as needed basis through Task Orders initiated by VRE.

C.6.3 MINIMUM PERIODIC MAINTENANCE AND INSPECTIONS

- A. The Contractor shall periodically inspect all MSF facilities and perform routine preventative maintenance to all buildings and building systems, such as but not limited to, lighting, HVAC servicing, crane servicing, door and lock servicing, plumbing servicing,

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ATTACHMENT H

MOBILIZATION AND TRANSITION

H.1 TERM OF MOBILIZATION

The period of time from the NTP through the commencement of Contract Services on the 1st day of the Base Period of the Contract shall be defined as the “Mobilization Period.” During the Mobilization Period, the Contractor shall perform the start-up activities necessary to enable the Contractor to begin the successful performance of the Contract Services. The Contractor shall anticipate a six (6) month Mobilization Period beginning on or before January 1, 2026, through June 30, 2026.

H.2 MOBILIZATION PLAN

- A. Mobilization shall include, without limitation, all preparations necessary for the commencement of the Contract Services on the first day of the Base Period of the Contract, including taking all steps necessary to establish a seamless transition; hiring and training personnel; developing procedures and internal guidelines; and transitioning the operations and maintenance of VRE rolling stock and facilities from the current contractor.
- B. Each Offeror shall include within its Proposal, a Mobilization Plan outlining the resources, tasks, procedures, and methodologies that will be employed to ensure a smooth and efficient transition. At a minimum, the plan shall include the following:
 - 1. A detailed schedule identifying the tasks to be completed and their prescribed sequence. The schedule shall include milestones (including specified dates for submission of plans, programs, forms, etc.) and the activities required to meet each milestone.
 - 2. The process for ensuring the Contractor’s personnel are qualified to carry out their responsibilities when the Base Period of the Contract commences and the Contract Services go-live.

H.3 HIRING PLAN

Each Offeror shall include within its Proposal, a Hiring Plan, including the qualifications and evaluation criteria for all employees with associated start dates. The Hiring Plan shall provide timelines and sequencing of hiring (hiring schedule). The Contractor shall interview all current personnel interested in continuing employment under the new Contract. VRE will work with the Contractor to identify a location where interviews can be conducted.

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