



VIRGINIA RAILWAY EXPRESS

REQUEST FOR PROPOSALS

(RFP) No. 025-011

TRAIN OPERATIONS AND MAINTENANCE SERVICES FOR VRE

RFP Issued: April 4, 2025

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I. INTRODUCTION TO RFP

01. **PURPOSE**

The purpose of this solicitation is to establish a Contract with a qualified and experienced Contractor to provide both train operations and maintenance services, including rolling stock and facilities, for the Virginia Railway Express (VRE) commuter rail passenger service. To achieve this goal, VRE has developed this Request for Proposals (RFP) to solicit Proposals from prospective service providers. At the conclusion of the procurement process, VRE intends to select a qualified Contractor that will commence the Mobilization Period of the Contract in accordance with the schedule specified in this RFP.

02. **VRE BACKGROUND**

- A. VRE is a commuter rail passenger service linking the District of Columbia and Northern Virginia. The Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) are transportation districts established under Virginia law and jointly own this service. An Operations Board consisting of members from each of the jurisdictions within the VRE service area governs the development and operation of VRE and serves as an advisory board to the NVTC and PRTC governing boards.
- B. VRE provides commuter rail passenger service from the Northern Virginia suburbs to Alexandria, Crystal City, and downtown Washington, D.C., along the I-66 and I-95 corridors. VRE's trains operate over a network of two (2) lines (Fredericksburg and Manassas) that cover eighty-nine (89) miles of track, from Union Station in Washington, D.C., south to Fredericksburg, Virginia and west to Manassas, Virginia. VRE currently operates a fleet of twenty (20) MP36PH-3C locomotives and one hundred (100) Gallery IV passenger railcars, with twenty-one (21) additional railcars on order from Alstom Transportation, Inc.
- C. Service began in 1992, operating sixteen (16) trains from sixteen (16) stations and carrying, on average, 5,800 passengers daily. Now, VRE operates thirty-two (32) trains from nineteen (19) stations. Prior to the COVID-19 pandemic, average daily ridership was approximately 18,000. At present, average daily ridership is approaching 12,000.
- D. Growth and service changes have added many new facilities and infrastructure enhancements to VRE's asset inventory. VRE is committed to continued infrastructure and operational improvements, as the future growth of VRE will depend upon service reliability and the ability to expand to accommodate additional passengers.
- E. The primary mission of VRE is to provide safe, cost effective, accessible, reliable, convenient, and comfortable commuter-oriented rail passenger service. VRE will contribute to the economic development of its member jurisdictions as an integral part of a balanced, intermodal regional transportation system.



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 9, 2025 by 2:00 P.M.
Interviews (Optional)	To Be Determined

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.



III. INSTRUCTIONS FOR OFFERORS

01. COMPETITIVE NEGOTIATION

This solicitation is a competitive negotiation as defined in the PRTC and VRE Public Procurement Policy and Procedures Manual. The content of the Proposals and the identity of the Offerors are not public record until a Notice of Intent to Award has been issued by VRE. The opening of Proposals is therefore not public.

02. PROPOSAL AND CONTRACT REQUIREMENTS

- A. Federal funds may be used for the subsequent Contract. Federal requirements are subject to change. The Offeror is responsible for complying with the most current regulations. The Offeror agrees that the most recent of such Federal requirements will govern the administration of the Contract at any particular time during performance of the Contract, unless VRE issues a written determination otherwise.
- B. Additionally, VRE follows Virginia procurement laws. Accordingly, all applicable Federal and State requirements will apply. Offerors are expected to become familiar with these requirements and shall not submit Proposals if unable to execute a Contract containing such provisions.
- C. VRE will provide a Contract containing these provisions for execution by the prospective Contractor that is selected. Offerors shall not use their own standard contracts for this engagement.

03. OBLIGATION OF CONTRACTOR

- A. Before submitting a Proposal, the Offeror shall be responsible for reading and examining the solicitation documents including these Instructions for Offerors. Submission of a Proposal shall be deemed verification of such reading and examination by the Offeror.
- B. By submitting a Proposal, the Offeror agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made, nor will there be any right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

04. COMPETITION INTENDED

It is VRE's intent that this solicitation promotes competition. It shall be the Offeror's responsibility to advise VRE if any language or requirements included in this RFP restrict or limit the purchase to a single source. Such notification must be received by the VRE Director of Purchasing and Contract Administration, in writing, not later than fifteen (15) calendar days prior to the date and time set for receipt of Proposals. A review of such notifications will be made, and the Offeror shall be notified of the results of the review.



05. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one (1) Proposal for a solicitation, including both as an Offeror and as a Subcontractor for another Offeror, or that collusion exists between two (2) or more Offerors, will result in rejection of all affected Proposals. However, an individual or entity acting only as a Subcontractor may be included as a Subcontractor on two (2) or more different Offerors' Proposals. Offerors rejected under this provision will also be disqualified if they respond to a re-solicitation for the same work.

06. POINT OF CONTACT

- A. All inquiries or correspondence shall be directed to the VRE Contract Administrator and the Director of Purchasing whose names and contact information appear on the face of this solicitation.
- B. Communications relating to this RFP, other than to the Contract Administrator and the Director of Purchasing, are prohibited during the RFP response period. **Do not contact VRE consultants, or VRE personnel other than the Contract Administrator and Director of Purchasing regarding this solicitation.**

07. WRITTEN COMMUNICATIONS

- A. VRE will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless included in this RFP or related documents or addenda thereto.
- B. Oral explanations or instructions given before award of the Contract will not be binding.

08. CLARIFICATION OF TERMS

If an Offeror has questions about the solicitation documents, the Offeror shall contact the VRE Contract Administrator and Director of Purchasing whose names appear on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by VRE.

09. AVAILABILITY OF SOLICITATION DOCUMENTS

The electronic versions of the solicitation documents are intended to provide convenience to prospective Offerors. Be advised that it is the responsibility of prospective Offerors to monitor VRE's website for any addenda, notices or postings. Failure to submit signed addenda may be grounds to declare a Proposal non-responsive.

10. PRE-PROPOSAL MEETING

- A. A **non-mandatory pre-proposal meeting** to discuss the requirements of this solicitation will be held for prospective Offerors at **VRE's Crossroads Maintenance and Storage Facility (MSF)**, located at 9400 Crossroads Parkway, Fredericksburg, VA 22408. *The date and time are specified in PART II. – PROCUREMENT SCHEDULE of this RFP.*



- B. Attendance at the pre-proposal meeting is limited to three (3) representatives per Offeror/Contractor and one (1) representative for all other companies or vendors that wish to serve as a Subcontractor.
- C. Parking for the pre-proposal meeting is available at VRE's Crossroads MSF. However, when possible, it is recommended that attendees carpool.
- D. **Attendees shall arrive in the parking lot at VRE's Crossroads MSF by 8:45 A.M. Eastern Time to participate in a VRE safety briefing prior to the pre-proposal meeting.**

11. SITE VISITS

- A. Non-mandatory site visits will be held at each of VRE's two (2) Maintenance and Storage Facilities, Crossroads and Broad Run, at the *date and time specified in PART II. – PROCUREMENT SCHEDULE* of this RFP.
- B. The site visit at Crossroads will commence following the pre-proposal meeting. During the site visit at Crossroads, attendees will have an opportunity to review the maintenance records for VRE's rolling stock. A total of ninety (90) minutes is allotted for the site visit at Crossroads.
- C. Following the site visit at Crossroads, attendees are invited to visit VRE's Broad Run MSF, located at 10637 Piper Lane, Bristow, VA 20136. Attendees are responsible for providing transportation from Crossroads to Broad Run. A total of ninety (90) minutes is allotted for travel between Crossroads and Broad Run. Parking for attendees is available outside of the perimeter fence of the MSF at Broad Run.
- D. Attendance at the site visits is limited to no more than three (3) representatives per Offeror/Contractor and one (1) representative for all other companies or vendors that wish to serve as a Subcontractor.
- E. Any questions Offerors have during the site visits regarding this solicitation, including but not limited to, the solicitation process, requirements, scope of work, etc., must be submitted in writing in accordance with the instructions in Section 14 – Submission of Written Questions below.
- F. Offerors are cautioned that any information that may be provided during the site visits, which conflicts with, supersedes, or adds to requirements in this Request for Proposals, must be confirmed by written addendum before such information shall be considered part of this solicitation.

12. SAFETY GUIDELINES FOR SITE VISITS

- A. Safety and security are two (2) critical areas that contribute to VRE's success. Therefore, VRE personnel will conduct a safety briefing prior to entry at each site.
- B. At each site, Offerors must adhere to the following guidelines which serve as a standard of conduct to ensure safety while on VRE property:



1. Provide identification, sign in, and be present for a safety briefing.
 2. Wear Personal Protective Equipment (PPE), including eye protection with side shields that meet the requirements of the American National Standards Institute (ANSI) Z87.1, lace-up, slip resistant safety shoes with rugged soles and a defined heel, a safety vest, shirt or jacket consistent with ANSI Class II standards featuring lime green cloth and reflective striping, and long pants and a shirt (short or long sleeve) which is not loose fitting. ***Individuals wearing inappropriate shoes or attire will not be permitted within VRE's MSF.***
- 13. CONFIRM ATTENDANCE AT THE PRE-PROPOSAL MEETING AND SITE VISITS**
- A. Offerors must confirm their attendance at the non-mandatory pre-proposal meeting and site visits by contacting the VRE Director of Purchasing whose name and contact information appear on the face of this solicitation, prior to the ***date and time specified in PART II. – PROCUREMENT SCHEDULE*** of this RFP. *It is recommended that prospective Offerors monitor VRE's website for an addendum which may change the format of the pre-proposal meeting or site visits.*
 - B. Offerors are strongly encouraged to attend the pre-proposal meeting and participate in the site visits in preparation for submitting a Proposal in response to this RFP. An Offeror's failure to inspect the sites shall not excuse non-performance arising out of or based on site conditions.
- 14. SUBMISSION OF WRITTEN QUESTIONS**
- A. **Deadline:** All questions and requests for clarification regarding the meaning or interpretation of this RFP and other solicitation documents, or any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical, pricing, or contractual provisions, must be submitted no later than the ***date and time specified in PART II. – PROCUREMENT SCHEDULE*** of this RFP. Questions and clarifications requested after such time will not be answered unless VRE elects, at its sole discretion, to provide responses.
 - B. **Format for Questions:** Questions must be submitted in Microsoft Word format and include the related Section number and title.
 - C. **VRE Point of Contact:** Questions must be submitted to the VRE Contract Administrator and Director of Purchasing in writing via electronic mail as listed on Page 1 of this RFP. No questions or requests for additional information, clarification or any other communication should be directed to any other individual.
 - D. **No oral communication will be accepted.** VRE will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an addendum.
 - E. Questions along with responses from VRE will be posted on VRE's website at www.vre.org/procurement/.



- F. Any interpretation of a question made by VRE will be responded to and distributed in the form of an addendum to the RFP and will be available to all interested Offerors through VRE's website.

15. ADDENDA

VRE may issue addenda to the RFP. Addenda, if any, will be issued at least five (5) calendar days prior to the Proposal closing date. Any addendum issued less than five (5) calendar days prior to the closing date will, if necessary, contain a provision modifying the Proposal closing date to a date that will provide Offerors adequate time to respond to the addendum.

16. MODIFICATION OF PROPOSAL CLOSING DATE

VRE reserves the right to modify the Proposal closing date and/or time. If Offerors have already submitted their Proposals to VRE when the Proposal closing date and/or time are modified, VRE will afford those Offerors the opportunity to revise or withdraw their Proposals.

17. VRE INCLEMENT WEATHER POLICY

In the event of inclement weather conditions, such as heavy snowfall, flooding, earthquakes, tornadoes, and other natural disasters, which result in the cancellation of VRE service, the Proposal due date will be extended to the next business day VRE service operates. Notifications of service operation interruptions and the resumption of service are generally posted on VRE's website. An official addendum to the solicitation will be posted on VRE's website at the earliest opportunity.

18. CANCELLATION/WITHDRAWAL OF RFP

VRE reserves the right to cancel or withdraw in whole or in part this RFP at its sole discretion. Offerors will be notified in the event the RFP is cancelled via VRE's website.

19. WAIVER OF INFORMALITIES

VRE reserves the right to waive informalities and minor irregularities in Proposals.

20. WITHDRAWAL OF PROPOSAL PRIOR TO CLOSING DATE

Proposals may be withdrawn by written notice from the Offeror to the VRE Director of Purchasing prior to the RFP closing date and time. The withdrawal shall be made by the person signing the Proposal or by any individual who is authorized by the Offeror. The Offeror must provide written evidence of the individual's authority to withdraw the Proposal if the individual withdrawing the Proposal is other than the person signing the Proposal. Proposals may be withdrawn no later than two (2) business days prior to the closing date.

21. LATE PROPOSALS

Any and all Proposals received after the Proposal closing date and time shall not be considered.



22. WITHDRAWAL OF PROPOSALS AFTER PROPOSAL OPENING

- A. Requests for withdrawal of Proposals after opening of such Proposal, but prior to award, shall be transmitted to the VRE Director of Purchasing. The Offeror shall give notice in writing of its claim of right to withdraw its Proposal accompanied by full documentation supporting the request (original work papers, documents, and materials used in the preparation of the Proposal). If the request is based on a claim of error, documentation must show the basis of the error. Proposals may be withdrawn within two (2) business days of the conclusion of the Proposal opening procedure.
- B. Proposals may be withdrawn for good cause after the closing date and prior to award of a Contract. No Offeror who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted.
- C. If VRE denies the withdrawal of a Proposal within ten (10) calendar days after receiving notice from the Offeror under the provisions of this Section, VRE will notify the Offeror in writing stating the reasons for its decision and award the Contract to such Offeror, provided such Offeror is a responsible and responsive Offeror and negotiations are successful with respect to price/cost.

23. REJECTION OF PROPOSALS

- A. VRE expressly reserves the right to reject any or all Proposals or any part of a Proposal, and to resolicit the services in question, if such action is deemed to be in the best interest of VRE.
- B. Proposals which fail to meet the solicitation requirements, or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind or in which errors occur, or which contain abnormally high or abnormally low prices, for any class or item of work, may be rejected as invalid at VRE's discretion.
- C. The receipt of more than one (1) Proposal from the same Offeror, whether or not the same or different names appear on the signature page, shall result in none of the Offeror's Proposals being considered.
- D. Reasonable proof for believing that any Offeror has an interest in more than one (1) Proposal for the work contemplated will cause the rejection of all Proposals made by the Offeror directly or indirectly.
- E. Any or all Proposals shall be rejected if there is reason to believe that collusion exists among the Offerors.



24. DISPOSITION OF PROPOSALS

Offerors' Proposals will not be returned. VRE will retain the Proposals for the contract file.

25. PROPOSAL PREPARATION COSTS

This RFP does not commit VRE to an award, nor to pay any costs associated with the preparation and/or submission of any Proposal. VRE shall not reimburse any costs incurred by Offerors in responding to this RFP or in competing for Contract award.

26. QUALIFICATION OF OFFERORS

VRE may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the services and/or goods required in the performance of this Contract. The Offeror shall provide VRE all such information and data for this purpose as may be requested. VRE further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VRE that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or goods contemplated therein.

27. ADDITIONAL INFORMATION

VRE reserves the right to ask any Offeror to clarify its Proposal.

28. PRE-AWARD SURVEY

- A. After the due date and prior to Contract award, VRE shall have reviewed and evaluated all data submitted by the Offeror.
- B. VRE reserves the right to perform or have performed a financial review of the successful Offeror's resources, and to require the submission of a statement of work in progress by the Offeror.
- C. VRE may make such reasonable investigations as deemed proper and necessary to determine the Offeror's responsibility and ability to perform the Contract. The Offeror shall furnish VRE such information and data for this purpose as may be requested. VRE reserves the right to inspect the Offeror's physical offices and facilities prior to award of a Contract to satisfy questions regarding the Offeror's capabilities.

29. DEBARMENT STATUS

- A. By submitting a Proposal, and completing the representations and certifications, the Offeror certifies that it is not currently debarred, suspended, declared ineligible or voluntarily excluded from submitting Proposals on contracts by any agency of the Commonwealth of Virginia or the U.S. Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by an agency of the Commonwealth of Virginia or the U.S. Federal Government. Contractors debarred by the Commonwealth Transportation Board



and/or the U.S. Federal Government shall be ineligible to submit a Proposal to VRE.

- B. By submitting a Proposal, the Contractor further certifies that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracts with the Commonwealth of Virginia or the U.S Federal Government, and that it will refrain from awarding any subcontract to a debarred or suspended Subcontractor.
- C. In addition, prospective Contractors agree to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section §6101 note; and U.S. DOT regulations, "Government Debarment and Suspension (Non-procurement)," within 49 CFR Part 29.

30. CONFLICT OF INTEREST STATEMENT

- A. A conflict situation can arise when an Offeror acts or has interests that interfere with the Offeror's ability to perform work objectively and effectively. The Director of Purchasing may preclude those entities from receiving an award for any such work reasonably deemed to pose a conflict of interest with the work provided hereunder.
- B. Prior to submitting a Proposal in response to this solicitation, each Offeror shall conduct an internal review of its current affiliations, its joint venture partners, as well as any subsidiaries of a joint venture partner, to include any companies sharing common ownership with a joint venture partner, to identify potential conflicts of interest relative to the anticipated Contract. The Offeror shall also require its team members (proposed Subcontractors) to identify potential conflicts of interest they may have regarding this procurement.
- C. If a potential conflict of interest or competitive advantage is identified, the organization shall submit in writing the pertinent information to the VRE Director of Purchasing, whose name and contact information appear on the face of this solicitation, so that a determination can be made as to the extent of the conflict or competitive advantage. The statement shall have the notarized signature of a principal of the Offeror.
- D. VRE, in its sole discretion, will make a formal written determination relative to each potential organizational conflict of interest, and its ability to mitigate such a conflict. If VRE determines that a conflict of interest cannot be mitigated, the organization determined to have the conflict of interest shall not be allowed to participate in response to the solicitation. Failure to abide by VRE's determination in this matter may result in a Proposal being declared non-responsive.
- E. The Offeror, any of its joint venture partners, any subsidiaries of a joint venture partner, any companies sharing common ownership with a joint venture partner, or any of its Subcontractors will be precluded from providing other services to VRE which conflict with its services under this Contract.



31. INSPECTION OF PROPOSALS

The Virginia Freedom of Information Act, §2.2-3700 *et seq.* shall govern the release of public records related to this procurement. Trade secrets or proprietary information related to a procurement may not be subject to public disclosure, provided the requirements of §2.2-4342F VA Code Ann. are met.

32. TRADE SECRETS OR PROPRIETARY INFORMATION

A. Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction submitted pursuant to the Code of Virginia, subsection F of §2.2-4342 shall not be subject to the Virginia Freedom of Information Act (§ 2.2- 3700 *et seq.*).

B. However, the Offeror shall:

1. Invoke the protections of this Section prior to or upon submission of the data or other materials;
2. Identify the data or other materials to be protected by clearly marking each individual page with “PROPRIETARY”; and
3. State the reason why protection is necessary.

C. It is the Offeror’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

D. Except for the foregoing limitation, VRE may duplicate, use, and disclose in any matter and for any purpose whatsoever and have others do so, all data furnished in response to this RFP. VRE has the right to release trade secrets or proprietary information to a third party which may assist VRE in the review and evaluation of Proposals.

33. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

The Key Personnel and Subcontractors in an Offeror’s proposal are considered essential to the Offeror’s qualifications and may not be replaced or substituted, nor may additional personnel or Subcontractors be added, after qualification of the Offeror’s Proposal unless VRE approves the changes in advance in writing.

34. AUTHORITY TO TRANSACT BUSINESS

A. Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity, if required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included in the Representations,



Certifications and Other Statements of Bidders/Offerors provided as an attachment to this solicitation.

- B. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its Proposal a statement describing why the Offeror is not required to be so authorized. VRE may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation may be grounds for rejection of its Proposal or cancellation of any award. For further information, refer to the Commonwealth of Virginia State Corporation Commission's website at www.scc.virginia.gov.

35. EXCEPTION TO TERMS AND CONDITIONS

- A. The Offeror must state whether it requests revisions to any of the terms and, if so, the Offeror must explain the reason(s) for the request(s) and propose alternative language. An Offeror who does not request a revision in its Proposal may not object or request revisions to any Contract terms during the negotiation process.
- B. VRE will review any request for revisions to terms after selection of an Offeror for negotiation. Such requests will not factor into the evaluation of Proposals.

36. INSURANCE

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation.

37. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a Proposal and completing the Representations and Certifications, the Contractor certifies that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. Unauthorized alien means, with respect to the employment of an alien (which is defined as any person not a citizen or national of the United States), at a particular time, that the alien is not at that time either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by the Act or by the United States Attorney General.



IV. SUMMARY OF CONTRACT SERVICES

01. **GENERAL REQUIREMENTS**

A. The selected Contractor shall be responsible for providing train operations and maintenance services, including both rolling stock and facilities, together the Contract Services, the scope of work for which is specifically identified and described in **ATTACHMENTS A through H** of this solicitation. Contract Services shall include the following:

1. Train Operations
2. Management
3. Maintenance of Rolling Stock and Facilities
4. System Safety and Security
5. Information Systems Management
6. Environmental Services
7. Mobilization and Transition

B. The Contractor is not responsible for the following:

1. Maintenance of train stations
2. Mid-day train storage
3. Warehouse management
4. Ticket sales
5. Marketing

02. **TYPE OF CONTRACT**

VRE anticipates award of a fixed-price Contract with economic price adjustment. The Contract shall also include an Indefinite Quantity / Indefinite Delivery (ID/IQ) provision to allow some Contract Services to be accomplished by the Contractor through Task Orders negotiated by and between VRE and the Contractor.

03. **TERM OF CONTRACT**

A. The term of the Contract, exclusive of the Mobilization Period, shall be for a Base Period of five (5) years, commencing July 1, 2026 and ending June 30, 2031, with the option to extend for two (2) additional five (5) year periods, not to exceed fifteen (15) years.

B. The Mobilization Period shall commence on the date set forth in the written Notice-to-Proceed (NTP), provided by VRE to the Contractor, and shall continue through June 30, 2026. VRE will make all good faith efforts to issue the NTP with an effective date of January 1, 2026 or earlier.

C. The Base Period of the Contract shall commence upon successful completion of mobilization by the Contractor and with the written authorization of VRE.



- 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 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 (VPRA)



V. PROPOSAL REQUIREMENTS

01. GENERAL REQUIREMENTS

- A. The requirements included in this Section are purposely established to facilitate an objective, timely and efficient evaluation by VRE. Each Offeror is advised to ensure that their Proposal complies with all such requirements.
- B. Proposals shall include all the requirements requested in this RFP. Failure to include all the information requested may adversely affect the evaluation. Noncompliance with the RFP requirements will affect the evaluation of the Offeror's technical and/or past performance and may be grounds to eliminate the Proposal from consideration.
- C. Offerors are advised their Proposal represents their company's or team's best efforts and most complete responses to this solicitation. Assurance of experience, capability, and qualifications that clearly demonstrate and support the Offeror's claim are essential. The absence of such evidence will adversely influence evaluation of the Proposal.
- D. Offerors shall submit Proposals that present the Offeror's qualifications and understanding of the overall work to be performed.
- E. Proposals must provide a clear and concise response to the requirements of the solicitation.
- F. The Offeror's submission of a Proposal represents their firm will comply with all the requirements specified in this RFP.
- G. Offerors must submit the required information identified in this Section as a complete Proposal package. Information in addition to that requested below will not be considered in evaluating the Proposal and shall not be provided. **Incomplete Proposals may cause the Proposal to be deemed non-responsive.**
- H. Offerors shall submit Proposals that present the Offeror's qualifications and understanding of the overall work to be performed. Offerors are directed to **PART VII. - EVALUATION PROCESS AND CRITERIA** and shall respond to each factor in detail so VRE may properly evaluate the Offeror's capabilities to perform the work described in this RFP.

02. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

- A. Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its Proposal and has an affirmative obligation to notify the VRE Director of Purchasing immediately upon discovery of an apparent inaccuracy, error, or omission from the solicitation documents.



- 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 ROPOSAL 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



this RFP. All Subcontractors must be identified as well as their roles and responsibilities. Complete the **Subcontractor Form** included in **ATTACHMENT I - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS/OFFERS** to identify each proposed Subcontractor.

The description shall specifically include the following:

- a. Experience operating commuter rail passenger service.
- b. Experience with railcar, locomotive, and facility maintenance.
- c. Experience with life cycle maintenance programs.
- d. Experience working with multiple regulatory agencies in a railroad environment.
- e. Major successes the Offeror has achieved for its customers/clients.

Provide at least three (3) customer/client references to demonstrate that similar and relevant work has been performed successfully in the past. Include the reference's (organization) name and address, and the name, address, telephone number, and email address of a current point of contact who is familiar with the work/services performed by the Offeror.

TAB 6- Capability and Expertise of the Proposed Key Personnel:

Identify the proposed Key Personnel and the nature of the work that each such individual is expected to undertake relative to the work/services specified in this RFP. Provide resumes to demonstrate the knowledge, work experience and qualifications of the proposed Key Personnel. Resumes must include prior experience, education, certifications and licenses as well as training received, to include specific dates.

TAB 7- Comprehensive Safety Program: Provide an outline of a program currently used to guide and advise employees responsible for train operations and maintenance services on the safe execution of their job responsibilities. Refer to **ATTACHMENT E – SYSTEM SAFETY AND SECURITY**.

TAB 8- Staffing Plan: Provide a plan that identifies the number of personnel proposed to perform the Contract Services as specified in this RFP, to include employee titles, necessary qualifications, and responsibilities. Refer to **ATTACHMENT A – TRAIN**



OPERATIONS and ATTACHMENT C – MAINTENANCE OF ROLLING STOCK AND FACILITIES.

- TAB 9- Preliminary Layover Plan:** Provide a plan that identifies the proposed lodging for train and engine crews as well as transportation between the Ivy City Coach Yard, L’Enfant Storage Track, and lodging facilities. Additionally, since it is anticipated that within the Base Period of the Contract, VRE will begin transitioning mid-day storage to the Seminary Yard in Alexandria, Virginia, the plan shall consider the approach to shifting mid-day storage/layover from Washington, D.C. to Alexandria, Virginia. Refer to **ATTACHMENT A – TRAIN OPERATIONS.**
- TAB 10- Management Plan:** Provide a plan that includes an organizational chart that identifies Key Personnel and includes names, titles, and reporting relationships. The plan shall also address responsibilities for oversight of the following areas: general management; mobilization and transition; train operations; maintenance of rolling stock; maintenance of facilities; finance, accounting and administration; safety, regulatory compliance, and training; environmental services; and quality assurance and quality control. Refer to **ATTACHMENT B – MANAGEMENT.**
- TAB 11- Rolling Stock Maintenance Plan (RSMP):** Provide a comprehensive RSMP that incorporates the tasks, policies, and procedures to be put in place to comply with the rolling stock maintenance standards identified in this RFP and all maintenance requirements of applicable regulatory agencies. Refer to **ATTACHMENT C – MAINTENANCE OF ROLLING STOCK AND FACILITIES.**
- TAB 12- Facility Maintenance Plan (FMP):** Provide a comprehensive FMP that incorporates the tasks, policies, and procedures to be put in place to comply with the facility maintenance standards identified in this RFP and all maintenance requirements of applicable regulatory agencies. Refer to **ATTACHMENT C – MAINTENANCE OF ROLLING AND FACILITIES.**
- TAB 13- Training Program Plan:** Provide a Training Program Plan to include training for all management and non-management level employees, including a matrix of requirements and timing of renewal certifications. Refer to **ATTACHMENT B - MANAGEMENT.**
- TAB 14- Mobilization Plan:** Provide a Mobilization Plan to include a detailed schedule identifying the prescribed sequence for



completing all tasks incorporated within the plan. Refer to **ATTACHMENT H – MOBILIZATION AND TRANSITION**.

TAB 15- Hiring Plan: Provide a Hiring Plan to include the qualifications and evaluation criteria for all employees and their associated start dates. Refer to **ATTACHMENT H - MOBILIZATION AND TRANSITION**.

TAB 16- Safety Record: Provide the Offeror's current safety record, enumerating injuries, property damage, fatalities and hazardous conditions that occurred during the previous five (5) years. Refer to **ATTACHMENT E – SYSTEM SAFETY AND SECURITY**.

TAB 17- Exceptions to the Solicitation: State whether the Special Provisions and General Provisions are accepted as presented in this solicitation or if exceptions are taken; identify exceptions taken to the solicitation; provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, price, and specific requirements of the solicitation; and relate each exception specifically to each section/paragraph and/or specific part of the solicitation to which the exception is taken. If no exceptions are taken to the solicitation, the Offeror shall state "no exceptions".

TAB 18- Acknowledge Receipt of Addenda Issued: Include a signed acknowledgement of receipt of all addenda issued to this solicitation.

TAB 19- Representation and Certifications: Complete and sign the forms in **ATTACHMENT I - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS/OFFERS** included herein.

TAB 20- Disadvantaged Business Enterprise (DBE) Utilization: Complete and sign the forms in **ATTACHMENT K – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS AND FORMS**.

TAB 21- Financial Statements: Furnish complete financial statements for the current fiscal year (interim statements are acceptable) and the past two (2) years. The financial statements shall include the following:

- a. Statement of Financial Position (Balance Sheet)
- b. Results of Operation (Income Statement)
- c. Statement of Cash Flow (if available)



d. Statement of Current and Retained Earnings

These statements (a through d) shall be certified indicating disclosure of all facts that could impair or affect the statements presented. The term “certified” is defined to mean that an officer of the corporation includes a statement that the financial statements fairly present the financial position of the Offeror. The term “officer” is defined to mean the President, Chief Financial Officer, or Treasurer. Audited financial statements with the auditor’s opinion meet this requirement. Audited statements must be submitted, if available.

The certified statement provided with the financial statements must read as follows:

“The financial information provided is correct to the best of my understanding.”

If audited financial statements are not available, the above statement shall also note the following:

“No audited statements are available for the periods reported in the accompanying information.”

VRE reserves the right to request additional financial information as may be required to determine the Offeror’s financial responsibility. If required, a formal request shall be made by VRE to the Offeror.

The financial information will remain confidential and be discarded upon completion of the financial analysis.



04. PRICE PROPOSAL

In addition to the Technical Proposal, each Offeror must submit a Price Proposal by completing **ATTACHMENT L – PRICE PROPOSAL FORM**.

- A. The Price Proposal Form shall be used to calculate the Offeror's Total Price for the Base Period of the Contract.
- B. All unit and extended prices must be clearly entered in U.S. dollars and cents, e.g., \$500.25.
- C. All unit prices must represent the actual price per unit that VRE will pay for the specific item or service identified and may not be contingent on any other factor or condition in any manner. The unit prices shall be fixed but are subject to annual economic price adjustment as stipulated in the Special Provisions.
- D. Any goods or services required by this RFP which are proposed by the Offeror at No Cost must be clearly entered within the form as \$0.00.
- E. All unit prices entered within the form shall be fully loaded and must include all costs/expenses associated with the provision of Contract Services as required by the RFP, to include, but not limited to, labor, material as required, equipment, profit/overhead, administrative fees, and all other expenses and costs necessary to perform the work/services set forth in the solicitation. No other amounts will be paid to the Contractor.
- F. Failure to adhere to any of these instructions may result in the Price Proposal Form being deemed non-responsive.



VI. SUBMISSION OF PROPOSAL (TECHNICAL AND PRICE)

01. **PROPOSAL FORMAT**

- A. Each Proposal must be typed. Type size must not be smaller than Microsoft Word Times New Roman 11-point font, normal proportional spacing. Text lines must be single-spaced. Type size for custom graphics, charts, headers, footers, tables and captions must not be smaller than Microsoft Word Times New Roman 9-point font.
- B. Tabs 1 through 13 of the Technical Proposal shall not exceed a combined total of two hundred (200) pages.

02. **PROPOSAL SUBMISSION REQUIREMENTS**

- A. Offerors must submit Proposals electronically through the Commonwealth of Virginia's e-procurement system (eVA). **To submit Proposals electronically, Offerors must be registered in eVA - www.eva.virginia.gov.**
- B. Proposals submitted in hard copy format or via email or facsimile will not be accepted.
- C. Proposals can be submitted through eVA by:
 - 1. Clicking on Business Opportunities -> Virginia Business Opportunities (VBO).
 - 2. Typing "Virginia Railway Express" into the Search Box.
 - 3. Finding VRE RFP No. 025-011.
 - 4. Clicking "View Opportunity" to select the solicitation.
 - 5. Clicking "Respond Online" in the upper right corner of the screen.
 - 6. Following the instructions provided online to submit a response.
- D. Offerors must submit one (1) complete copy of their Proposal, including attachments, resumes, financial statements, costs/pricing, etc.
- E. Offerors requiring assistance submitting an electronic response, must contact eVA Customer Care via email at eVACustomerCare@dgs.virginia.gov or at 866-289-7367.

03. **PROPOSALS DUE (CLOSING DATE)**

Proposals must be received by ***2:00 P.M. ET on the date specified in PART II. – PROCUREMENT SCHEDULE*** of this RFP. Proposals received after the Proposal closing date and time ***will not be considered***.



VII. EVALUATION PROCESS AND CRITERIA

01. **TECHNICAL EVALUATION TEAM**

A Technical Evaluation Team (TET), which may include VRE staff as well as representatives from VRE's funding partners, Parent Commissions, or outside experts, will evaluate the Proposals submitted utilizing the scoring methodology and according to the weighted criteria set forth below. While price is one criterion for award, it is not the sole or primary consideration.

02. **SCORING METHODOLOGY**

Proposals will be evaluated based on the evaluation criteria set forth below. A 1000-point scale will be used to create the final evaluation recommendation. When assessing points, a 1-10 scale will be utilized and multiplied by the weight assigned. The TET will review and evaluate the Proposals using the following scale:

Points	Guidance
9 - 10	<u>Outstanding:</u> Meets all of the requirements / exceeds expectations / excellent probability of success in achieving all objectives / very innovative.
6 - 8	<u>Above Average:</u> Exceeds minimum requirements / sound response / very good probability of success.
4 - 5	<u>Average:</u> Meets minimum requirements / has a reasonable probability of success.
2 - 3	<u>Fair:</u> Partially responsive / falls short of meeting basic expectations / has a low probability of success.
1	<u>Poor:</u> Inadequate / fails to meet the requirements.
0	<u>Failure:</u> No response / the information is missing altogether.



03. EVALUATION CRITERIA AND WEIGHTS

The following criteria and weighting scheme will be utilized to evaluate Proposals. The criteria are listed in descending order of importance from the most weight (points) to the least weight (points):

Evaluation Criteria	Maximum Points	Weight	Maximum Score
1. General Understanding and Project Approach	10	25	250
2. Experience and Qualifications of the Offeror and Subcontractors	10	20	200
3. Capability and Expertise of the Proposed Key Personnel	10	20	200
4. Price for Contract Services	10	20	200
5. Quality and Completeness of Proposed Programs and Plans (<i>Comprehensive Safety Program, Staffing Plan, Preliminary Layover Plan, Management Plan, Rolling Stock Maintenance Plan, Facility Maintenance Plan, and Training Program Plan</i>)	10	15	150
TOTAL POINTS			1000

04. EVALUATION PROCESS

- A. An administrative review of each Proposal will first be conducted to determine responsiveness to the requirements set forth in the RFP. VRE reserves the right to reject Proposals that do not conform to the RFP and which are incomplete. VRE may waive minor irregularities in a Proposal if it is determined that doing so is in the best interest of VRE.
- B. The TET will perform an initial technical evaluation and will evaluate the Technical Proposals (Tabs 4 through 13 of each Proposal) using the scoring methodology and according to the weighted criteria set forth above. The TET may request additional information as needed to clarify an Offeror's Proposal. Price Proposals will be evaluated separately from the initial technical evaluation.
- C. Offerors will be in ranked order according to the scores of the TET and a short-list of the most qualified Offeror(s) will be created.

05. INTERVIEWS (OPTIONAL)

- A. VRE reserves the right to conduct oral interviews with the short-listed Offerors, based on the results of the TET, prior to selecting a Contractor. ***The date and time for interviews is specified in PART II. – PROCUREMENT SCHEDULE*** of this RFP and shall be reserved for possible interviews. Interviews will be held at VRE Headquarters located at 1500 King Street, Suite 202, Alexandria, Virginia 22314.
- B. The interview will provide an opportunity for Offeror(s) to clarify their Proposal in response to questions from the TET. This is a fact-finding and explanation session and does not include negotiations.



- C. As interviews are *optional* for VRE, Offerors must treat their Proposals as a final product.
- D. Following interviews, if conducted by VRE, and upon selection of the high-ranked Offerors, based on the scores of the TET, VRE shall commence negotiations.

06. NEGOTIATIONS

- A. For the purposes of negotiations, selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors specified in the evaluation criteria.
- B. Negotiations shall be conducted with each of the selected Offerors to achieve a binding agreement on price and Contract terms. The price/cost information provided shall be considered but is not the sole or primary determining factor for award of the Contract.
- C. Following negotiations, VRE will request each of the selected Offerors to submit a Best and Final Offer (BAFO).



VIII. CONTRACT AWARD/EXECUTION

01. GENERAL

VRE may cancel this RFP or reject Proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

02. AWARD DOCUMENTS

The award document will be a Contract incorporating by reference the Request for Proposals, Special Provisions, General Provisions, Federal Transit Administration (FTA) Third Party Contract Provisions, Scope of Work/Services and the Contractor's Proposal as negotiated.

03. NOTICE OF INTENT TO AWARD

VRE will post the "Notice of Intent to Award" on its website at www.vre.org, for a minimum of ten (10) calendar days. The "Notice of Intent to Award" shall not be construed as a "Notice-to-Proceed (NTP)."

04. NOTICE OF AWARD

A "Notice of Award" will be posted on VRE's website at www.vre.org. The successful Offeror will also be notified in writing by VRE.

05. PROTEST OF AWARD

- A. An Offeror wishing to protest an award or a decision to award a Contract must submit the protest, in writing, to the VRE Director of Purchasing no later than ten (10) calendar days after either the decision to award or the award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) calendar days after receipt of the protest, the Chief Executive Officer of VRE will issue a written decision stating the reasons for the action taken. This decision is final. Further action, by an Offeror, may be taken by instituting action as provided by the Code of Virginia.
- B. VRE policy and procedure for the administrative resolution of protests are set forth in §3.8 of the Public Procurement Policy and Procedures Manual (Procurement Manual). The Procurement Manual contains rules for the filing and administration of protests. The VRE Director of Purchasing shall furnish a copy of §3.8 upon request. Chapter VII, Sec. 1.b. of the Federal Transit Administration (FTA) Circular 4220.1G addresses protests where Federal funds are involved.
- C. If the project is funded in whole or in part by grants from the Federal Transit Administration (FTA), FTA will only review protests regarding the alleged failure of VRE to have written protest procedures; an alleged failure to follow those procedures; or violation of Federal law or regulation. A protestor must exhaust all administrative remedies with VRE before pursuing a protest with FTA. Any party wishing to file a protest with the FTA should do so no later than five (5) calendar days after a final decision is rendered under VRE's protest procedure.



- D. VRE may proceed with award of the Contract and Notice-to-Proceed while a protest is pending if it is determined to be in VRE's best interest to do so.

06. DELAYS IN AWARD

Delays in award of a Contract, beyond the anticipated starting date, may result in a change in the Contract period indicated in the solicitation. If this situation occurs, VRE reserves the right to award a Contract covering the period equal to or less than the initial term indicated in the solicitation.

07. AWARD FOR ALL OR PART

Unless otherwise specified, VRE may, if it is in the best interest of VRE to do so, award all or part of the Proposal to any Offeror whose offer is the most responsible and responsive and whose Proposal best meets the requirements and criteria set forth in the solicitation.

08. CONTRACT DOCUMENTS

- A. The successful Offeror shall execute and deliver the following Contract documents to VRE:

1. Signed Contract
2. Insurance Certificates
3. Performance Bond and Payment Bond
4. Form W-9 Request for Taxpayer Identification Number and Certification

- B. The aforementioned documents must be submitted to VRE not later than ten (10) calendar days after receipt of the Contract and "Notice of Intent to Award."

- C. The Contract shall be in writing. The Contractor shall execute the Contract in the number of copies required by VRE. One (1) fully executed original shall be delivered to the Contractor.

09. FAILURE TO EXECUTE CONTRACT

Should the successful Offeror fail to execute the Contract within ten (10) calendar days after receipt and submit the required Insurance Certificates and bonds, VRE may at its option, determine that the Offeror has abandoned the Contract, and thereupon, the Proposal and acceptance shall be null and void. VRE may also seek all available remedies at law and equity.

10. NOTICE-TO-PROCEED (NTP)

A "Notice-to-Proceed" (NTP) will be issued separately at a time after execution of the Contract. The Mobilization Period of the Contract shall begin on the date set forth in the written NTP.



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. Any Contractor's payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice.



- D. Any payments made to reimburse for travel expenses, if such travel is pre-approved by VRE in writing, shall be in accordance with Internal Revenue Service (IRS) and U.S. General Services Administration (GSA) per diem rates.
- E. If funds are not appropriated for purposes of the Contract for the current or any succeeding fiscal year subsequent to the one in which the Contract is entered into, then VRE may terminate the Contract upon prior written notice to the Contractor.

03. PAYMENT FOR MOBILIZATION

Payment to the Contractor for Mobilization shall be as follows:

- 1/3 of Lump Sum: Due upon VRE's receipt of the deliverables required within sixty (60) calendar days of the NTP or sooner as defined in **PART XV - CONTRACT DELIVERABLES REQUIREMENTS LIST**.
- 1/3 of Lump Sum: Due upon VRE's receipt of all deliverables required within the Mobilization Period as defined in **PART XV - CONTRACT DELIVERABLES REQUIREMENTS LIST**.
- 1/3 of Lump Sum: Due upon successful completion of the Mobilization Period by the Contractor.



X. SPECIAL PROVISIONS

01. **SIGNATURES**

All documents to be delivered pursuant to this solicitation, requiring a signature, may be executed via handwritten (manual), stamped, electronic (portable document format), photocopied, digital or scanned signature. A signed copy of the documents by any of the means listed above shall be deemed to have the same legal effect as delivery of an original executed document.

02. **INCENTIVES**

The following incentives may be earned by the Contractor:

- A. Successful completion of annual third-party audit of the Contractor's Quality Assurance Management System resulting in continuous certification (e.g. International Organization for Standardization, Association of American Railroads, etc.) - \$15,000 annually.
- B. No train cancellations due to Contractor action or inaction during the month – \$1,000 payment per month.
- C. An incentive for On-Time Performance (OTP) will be based on each service line (Fredericksburg and Manassas) monthly as follows:

OTP Percentage Rate	Manassas Line	Fredericksburg Line
96.0% and higher	\$7,500	\$7,500
94.0% - 95.9%	\$6,250	\$6,250
92.0% - 93.9%	\$5,000	\$5,000
90.0% - 91.9%	\$3,750	\$3,750

VRE trains arriving at their final destination station more than five (5) minutes past the scheduled arrival time are considered late. VRE uses this single On-Time Performance metric for reporting purposes.

- D. The VRE Chief Executive Officer (CEO) reserves the right to develop spot incentive programs to motivate specific improvements by the Contractor.
- E. VRE reserves the right to reduce or eliminate a monthly incentive due to a violation of safety policies established by the Contractor and/or VRE during the month.
- F. VRE also reserves the right to reduce or eliminate a monthly incentive due to the Contractor's inability to work cooperatively with other VRE contractors resulting in a delayed or cancelled train.



03. LIQUIDATED DAMAGES

The following liquidated damages shall be assessed following a three (3) month grace period following the commencement date of the Base Period of the Contract:

A. Train Operations

1. Blanked job for an engineer due to vacancy, illness, vacation, training, etc. - \$2,500/job/day.
2. Blanked job for a conductor or assistant conductor due to vacancy, illness, vacation, training, etc. - \$500/job/day.
3. Failure to accommodate a disabled passenger - \$1,000/passenger requiring assistance.
4. Failure to report a delay to VRE - \$250/unreported delay.
5. Failure to distribute Free Ride Certificates (FRC) for eligible situations at the time of the incident - \$250/train.

B. Rolling Stock Maintenance Liquidated Damages

1. Head End Power (HEP) failure longer than fifteen (15) minutes or three (3) occurrences during a service day - \$1,000/locomotive/day.
2. Door failure rendering a railcar unavailable during a service day - \$500/railcar/day.
3. Prime mover failure of longer than fifteen (15) minutes or three (3) occurrences during a service day - \$1,500/locomotive/day.
4. Restroom inoperable (or entire consist without a restroom) - \$300/restroom/trip.

C. Other Maintenance Liquidated Damages

1. Operating a train set short of railcars because of mechanical failures - \$500/railcar/day.
2. Heavy cleaning overdue more than fifteen (15) calendar days - \$200/day/train set.
3. HVAC system not operating - \$300/railcar/trip.
4. Failure to have train sets ready for service two (2) hours prior to scheduled departure from the end of the line station (Spotsylvania and Broad Run) - \$500/incident.



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.

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.



B. Initiation of Change

VRE shall notify the Contractor of the change in writing and specify all details including a description of the change and an implementation date.

C. Contractor Response

1. Within fifteen (15) calendar days after receiving the notification of change, the Contractor shall provide VRE with the following:
 - a. A written statement as to the anticipated impact of the service change on the Contractor's ability to perform the Contract Services, including any potential cost increase or decrease, any estimated increase or decrease in revenue, and any potential conflicts with the remaining Contract Services; and
 - b. An auditable, itemized proposed budget for such service change to perform the change in the most cost-effective manner possible.
2. Any increase or reduction in compensation attributable to the service change shall be governed by VRE's General Provisions.

06. SECTION 13(C) LABOR PROTECTION

A. Contractor's Responsibilities

The Contractor shall be financially and legally responsible for any claims or obligations that may arise concerning Section 13(c) of the Federal Transit Act (49 U.S.C. §5333(b)) or under VRE's 13(c) protections arising out of the Contract Services, and shall indemnify, defend, and hold VRE harmless for any such claims, obligations, costs, expenses, and attorney fees including, but not limited to, any claims, obligations, costs, expenses and attorney fees that may arise as a result of the termination or the expiration without renewal of the Contract.

B. Settlements

The Contractor shall promptly share with VRE all information VRE deems necessary in connection with the administration of 13(c) claims arising out of the Contract, including, but not limited to, the resolution or defense of 13(c) claims or disputes, and the negotiation of agreements or settlements over issues that may arise in connection with or relate to the Contract Services. The Contractor shall also take all appropriate actions to avoid and minimize any 13(c) liability issues relating to the Contract Services.

07. AVAILABILITY OF EMPLOYEE RECORDS

- A.** Upon request by VRE, the Contractor shall grant VRE access to and copies of the payroll records of any employee of either the Contractor or any Subcontractors engaged in providing the Contract Services. Such records shall include, but not be limited to, drug and alcohol testing, efficiency testing, competency tests,



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 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 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



the Contractor, at the written request of VRE, is unable to terminate any picketing or disruption within six (6) hours of receiving such written request, the Contractor shall indemnify and reimburse VRE for legal and related expenses incurred by VRE in its efforts to terminate such picketing or disruption.

16. QUALITY ASSURANCE

- A. The Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Contract Services.
- B. Within thirty (30) calendar days of the Notice-to-Proceed (NTP) for the Mobilization Period of the Contract, the Contractor shall submit to VRE a final Quality Assurance Plan.
- C. The Quality Assurance Plan shall include separate sections describing quality assurance guidelines and procedures for Train Operations and Maintenance Services. The Contractor shall review, revise and resubmit to VRE the Quality Assurance Plan annually, by July 1st of each year, for review and approval by VRE. The Contractor is strongly encouraged to implement and maintain an industry recognized Quality Management System Certification (e.g. ISO, AAR, etc.).
- D. The Quality Assurance Plan shall include processes, procedures and controls that assure the Contract Services are performed accurately, efficiently and in compliance with all performance requirements and standards set forth in, or required by, the Contract.
- E. The Contractor shall incorporate the Quality Assurance Plan into its performance and shall constantly monitor the quality of work in all aspects of the Contract Services. VRE reserves the right to conduct an audit, and to require an independent audit as to the effectiveness of the Quality Assurance Plan.
- F. VRE shall have access to all records pertaining to the Quality Assurance Plan activities, including but not limited to, findings and corrective actions.

17. TASK ORDERS

- A. The Contractor shall be required to perform some work on this Contract through Task Orders initiated by VRE. All Task Orders and the provision of services pursuant to such Task Orders are subject to the terms and conditions of this Contract and in the event of a conflict between the Task Order and the Contract, the Contract shall control.
- B. All Task Orders issued under this Contract shall either be Firm Fixed Price or Cost-Plus Fixed Fee, as specifically defined in the Request for Task Order Proposal prepared by VRE.
- C. Any Task Order issued during the term of the Contract and not completed within that period shall be completed by the Contractor within the time specified in the Task Order.



- D. As a minimum guarantee, at least five (5) Task Orders will be issued to the Contractor during the Base Period of the Contract. There is no limit on the number of Task Orders that may be issued against this Contract. If and when needed, the maximum number of Task Orders issued will be contingent upon the requirements of VRE and shall be subject to the appropriation and availability of funds.
- E. Individual Task Orders will be funded separately. VRE will not issue any Task Orders that are not fully funded, and the Contractor shall not perform any work which is not funded. In no event shall the Contractor be authorized to incur costs under an individual Task Order in excess of the total amount of funds obligated against that Task Order unless authorized by an approved change order or Task Order Amendment in advance.
- F. VRE reserves the right to issue separate solicitation(s) for project(s) in lieu of Task Orders if it is determined to be in the best interest of VRE.
- G. The Contractor shall not proceed with any work without a fully executed Task Order issued by the VRE Chief Executive Officer or his/her designee. VRE shall not accept responsibility for work or services for which there is not specific written Task Order authorization.
- H. Task Orders that exceed the VRE Chief Executive Officer's spending authority, currently \$200,000, must be authorized by the VRE Operations Board.

18. TASK ORDER ASSIGNMENTS AND PROCEDURES

- A. VRE may initiate work by requesting a Task Order Proposal from the Contractor. The Contractor must provide a Task Order Proposal in writing or indicate why they cannot produce a proposal within the time allowed.
- B. VRE will provide a written Request for a Task Order Proposal to the Contractor and shall request a Task Order Proposal from the Contractor based on the Contract labor rates, except for profit, which will be negotiated separately for each Task Order.
- C. Each Request for Task Order Proposal shall include at a minimum:
 - 1. Scope of Work describing the technical requirements of the task and the required completion date(s).
 - 2. Period of Performance.
 - 3. Reporting Requirements and Deliverables.
 - 4. Type of Task Order (Firm Fixed Price Task Order or Cost-Plus Fixed Fee Task Order).
 - 5. Proposal Due Date.



- D. In response to the Request for Task Order Proposal, the Contractor shall submit a Task Order Proposal to VRE, within the time stated in the Request for Task Order Proposal, that includes at a minimum the following:
1. Approach (technical proposal) to meet the scope of work referencing VRE's Request for Task Order Proposal and highlighting any variations.
 2. Listing of Subcontractors to be utilized, if applicable.
 3. Project completion schedule, including milestones, if required.
 4. Price Proposal, which shall be in sufficient detail to permit an analysis of all material, labor, equipment, and profit and which shall cover all the work included in the Request for Task Order Proposal. Any proposed costs for Subcontractors shall be supported by a similar price breakdown.
- E. Preparation or revisions of Task Order Proposals by the Contractor shall not be compensated under this Contract. VRE's request for a proposal to perform the work does not represent a commitment to authorize the work, nor obligate VRE in any way.
- F. Procedures for incorporating each Task Order into the Contract shall be in accordance with the following:
1. VRE issues a Request for Task Order Proposal in the form of a letter or e-mail to the Contractor, to include a scope of work, requesting a Task Order Proposal from the Contractor, to include a price proposal, by a specified date. The Task Order scope of work constitutes what VRE believes to be the major project elements. It is the responsibility of the Contractor to identify all necessary associated work whether or not specifically listed in the scope of work.
 2. The Contractor responds with a Task Order Proposal, which includes both a technical proposal regarding the scope of work and a price proposal stating proposed disciplines, manhours per discipline, and authorized reimbursable expenses, as well as responses to other requirements of the task assignment.
 3. Following VRE's review of the technical proposal submitted by the Contractor, negotiations or discussions regarding the scope and approach may occur. VRE may request a revised proposal or revise the project scope as a result of these negotiations or discussions.
 4. VRE will evaluate the price proposal against VRE's independent cost estimate and negotiations may be initiated by VRE as necessary in order to reach an agreement on a reasonable Task Order amount.



5. Following any negotiations and upon written approval of the technical proposal, level of effort, pricing, profit, project schedule, and any other pertinent information, a Task Order is prepared, processed, and formally executed incorporating the task assignment into the Contract. Task Orders shall be sequentially numbered.
 6. VRE issues a written Notice-to-Proceed for the Task Order, as required.
- G. VRE may request the Contractor to present an informal briefing and review of the work conducted under any Task Order.
- H. In the event that a Task Order is cancelled prior to completion of the work, the Contractor will be paid for VRE-approved costs incurred up to the date of issuance of the cancellation notice by VRE or as otherwise agreed to by the parties.

19. MISCELLANEOUS

- A. No Waiver - No failure on the part of either party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any right or remedy on any one occasion shall not constitute a bar to the exercise or waiver of any such right or remedy on any future occasion. The remedies of the parties provided herein are cumulative and not exclusive of any remedies provided for by any law.
- B. Survival - All obligations that arise but which are not satisfied during the term of the Contract, including the indemnification obligations of the Contractor, shall survive the satisfaction of the Contractor's obligation to perform the Contract Services and the termination or expiration of the Contract.
- C. Third-Party Beneficiaries - Nothing in the Contract shall be deemed to create any right in any person not a party hereto other than permitted successors and assigns of a party hereto, and the Contract shall not be construed in any respect to be a Contract in whole or in part for the benefit of a third party except as aforesaid.
- D. Performance During Disputes – During the pendency of any dispute between the parties, the performance of the parties' respective obligations under the Contract shall continue to be transacted.
- E. Contractor Financial Records – VRE reserves the right to request annual or quarterly financial statement information from the Contractor during the term of the Contract and to examine all financial records of the Contractor.



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.IG, 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



the work and will furnish comments in a timely manner. Only the Project Managers consulting with the Contract Administrator and/or the Contracting Officer, as necessary, are authorized to provide directions to the Contractor. All communications to other agencies shall be through the VRE Project Managers, unless directed otherwise.

03. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all Subcontractor(s) that it may utilize, using adequate skill and attention. Subcontractor(s) who perform work under this Contract shall be responsible to the Contractor.
- B. During the term of the Contract, the Contractor shall not substitute Key Personnel without the written approval of VRE. The Contractor shall provide VRE with information as to the circumstances necessitating the proposed change and other information as requested. Periodically, the VRE Project Managers may request an updated list of personnel.
- C. The Contractor agrees that it is fully responsible for the acts and omissions of its Subcontractor(s) and of the individuals employed by each Subcontractor as it is for the acts and omissions of its own employees.
- D. The Contractor in collaboration with the VRE Project Managers shall coordinate the work on this Contract with VRE's ongoing operations and other activities performed by VRE or other contractors.

04. CONFORMITY WITH SCOPE OF WORK

All deviations from the Scope of Work shall be authorized in writing by VRE. No extra compensation for material, equipment, or labor shall be allowed for work necessary within the general intent of the Scope of Work.

05. PROGRESS PAYMENTS

Payment will only be made to the Contractor for work that has been delivered and which VRE has approved and accepted. With advance VRE approval, progress payments may be authorized based on a set of agreed upon deliverables.

06. PAYMENTS TO SUBCONTRACTOR

In the event that the Contractor utilizes a Subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

- 1. Provide payment to Subcontractors within seven (7) days of receipt of payment by VRE for work completed and approved expenses. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by VRE for work performed by a Subcontractor under the Contract.



- a. Pay a Subcontractor for the proportionate share of the total payment received from VRE attributable to the work performed and completed by that Subcontractor under the Contract; or
 - b. Notify VRE and any Subcontractors, in writing, of its intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a Subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from VRE for work performed by a Subcontractor under the Contract, except for amounts withheld under subsection 1.b. of this Section. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month. The date of mailing of any payment by U.S. Mail or transfer of electronic funds is deemed to be payment to the Subcontractor. These provisions apply to each sub-tier contractor performing under the primary Contract.
3. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the provisions of this Section may not be construed as an obligation by VRE. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such an interest charge.

07. TESTING/INSPECTION/REVIEW OF WORK

- A. VRE reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to specifications. The Contractor is responsible for performing work according to all requirements of the Contract in a professional, high-quality standard. Authorized representatives or agents of VRE, the Commonwealth of Virginia and/or the Federal Transit Administration may, at any time, review and inspect the project activities, data, reports/studies, drawings, specifications, estimates, maps, computations and financial records of the Contractor or Subcontractor(s) at their facilities.
- B. The Contractor shall cooperate with VRE and facilitate the inspection activity by providing necessary equipment for access to aid in the inspection and verification activity. The VRE inspector shall have the authority to reject materials or workmanship that do not meet the Contract requirements. The inspector has no authority to make changes; no orders given by the inspector, either written or verbal, will be considered basis of any claim by the Contractor for extra work or compensation. It is not the duty of the inspector to layout any work for the Contractor.



08. INSPECTION

- A. All supplies (which throughout this Section includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and testing by VRE, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- B. In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, VRE shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.
- C. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the VRE Contracting Officer or Project Managers, corrected in place by and at the expense of the Contractor promptly after notice by VRE.
- D. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, VRE may replace or correct such supplies and charge the Contractor the cost occasioned VRE thereby.
- E. Unless the Contractor corrects or replaces such supplies or lots of supplies within the delivery schedule, VRE may require the delivery of such supplies or lots of supplies at a reduced price, which is equitable under the circumstances. Failure to agree to such price reductions shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Contractual Disputes."
- F. If any inspection or test is made by VRE on the premises of the Contractor or a Subcontractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of VRE's inspectors in the performance of their duties, at no additional cost to VRE.
- G. If VRE's inspection(s) or test(s) are made at a point other than the premises of the Contractor or a Subcontractor, it shall be at the expense of VRE except as otherwise provided in this Contract; provided, that in the case of rejection, VRE shall not be liable for any reduction in value of samples used in connection with such inspection(s) or test(s).
- H. All inspections and tests by VRE shall be performed in such a manner as not to unduly delay the work.
- I. VRE reserves the right to charge the Contractor any additional cost of VRE's inspection(s) and test(s) when supplies are not ready at the time such inspection and test is requested by the Contractor, or when reinspection or retest is necessitated by prior rejection.



- J. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on VRE therefore.
- K. The inspection(s) and test(s) by VRE of any supplies or lots of supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except in regard to latent defects, fraud, or such gross mistakes or negligence as to amount to fraud.
- L. The Contractor shall provide and maintain a Quality Assurance and inspection system acceptable to VRE covering the supplies hereunder.
- M. Records of all inspection work by the Contractor shall be kept complete and available to VRE during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.
- N. Notwithstanding the requirements for any VRE inspection(s) and test(s) contained in the specifications applicable to the Contract, except where specialized inspections or tests are specified for performance solely by VRE, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Contract confirm to the drawings, specifications and Contract requirements.

09. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has clear title to all materials and supplies for which it invoices VRE for payment and such title passes to VRE upon payment of invoice.

10. OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTIES

- A. All materials and/or intellectual properties, and the rights thereto, which are produced in the course of this Contract or which result from the work executed as the result of this Contract shall be the exclusive property of VRE unless specific rights are expressly waived by VRE. Upon completion of the services of the Contract, the Contractor shall deliver all such appropriate materials including, but not limited to, camera ready artwork, specifications, samples, photographs, video recordings, audio recordings, original artwork, and drawings to VRE. Should the Contractor fail to deliver the materials, all expenses incurred by VRE in obtaining these materials shall be chargeable to the Contractor and may be withheld from any future sums due the Contractor.



- B. If any invention, improvement, or discovery of the Contractor or any of its Subcontractors or lower-tier subcontractors is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, VRE or the Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the FTA is ultimately notified.
- C. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- D. The Contractor also understands and agrees that any technical information developed using Federal funds may be subject to export control regulations under the Bureau of Export Administration of the U.S. Department of Commerce or of other Federal agencies. Any technical information regulated by U.S. export control regulations, or the direct product thereof, will not be directly or indirectly exported to any countries or foreign persons without complying with export control regulations.

11. WARRANTY

All materials, supplies and equipment furnished by the Contractor shall be fully guaranteed against defects in material and workmanship in accordance with the most favorable commercial warranties the Contractor gives any customer for such materials, supplies and equipment.

12. RELEASES, LICENSES, PERMITS AND AUTHORIZATIONS

It is the Contractor's responsibility to obtain all releases, licenses, permits and other usage authorizations for all matters within its ordinary sphere of activity, including photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for VRE. The Contractor shall save VRE harmless from all claims, demands, expenses (including reasonable attorney's fees), liabilities, suits, and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving VRE on account of or arising out of such use. VRE shall obtain the same for any such items obtained by VRE which are used by the Contractor in performing services for VRE. The Contractor shall save VRE harmless from all claims, demands, expenses (including reasonable attorneys' fees), liabilities, suits, and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving VRE on account of or arising out of any assertions, claims, slogans, headlines or the like made by the Contractor for any VRE products, as well as for all claims, demands, expenses, liabilities, suits and proceedings arising out of the nature or use of VRE's products by the Contractor.



13. CONFIDENTIAL INFORMATION

- A. The Contractor and its employees, agents and Subcontractors shall hold as confidential all VRE and VRE passenger information obtained under this Contract. Confidential information includes, but is not limited to, non-public personal information; social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise.
- B. The Contractor must ensure that all of its employees, agents and Subcontractors are informed of and abide by this requirement.

14. DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not discuss, publish, permit to be published, or distribute for public consumption, any information, oral or written, or any material concerning this Contract, without the prior written consent of VRE.

15. CHANGES

- A. By written notice to the Contractor, VRE may from time to time make changes within the general scope of the Contract in the services to be provided by the Contractor, the method or place of delivery, or the place of performance. Changes may also be made by mutual agreement between the parties in writing. The Contractor shall promptly comply with the notice and shall perform all services in conformity to the notice.
- B. If any such changes cause an increase or decrease in the Contractor's cost of performance or the time required for performance, an equitable adjustment in the Contract price and/or the time allowed for performance of the Contract shall be negotiated and the Contract modified accordingly. Any claim by the Contractor for adjustment under this clause must be asserted by written notice to VRE within thirty (30) days from the date of receipt by the Contractor of the change notice. If the parties fail to agree to an adjustment, the question of an increase or decrease in the Contract price or time allowed for performance shall be resolved in accordance with the procedures for resolving disputes provided by the disputes clause of the Contract. Neither the existence of a claim, a dispute, submission of the dispute or the dispute resolution process, litigation or any portion of this provision or changes shall excuse the Contractor from promptly proceeding with the performance of the Contract as changed by the notice.

16. FORCE MAJEURE

- A. General
1. Each party shall be excused from performance of any of its obligations to the other under this Contract, where such non-performance is caused by any event beyond the non-performing party's control. Such events shall include, without limitation, any order, rule, or regulation of any Federal, State, or Local government body, agency, or instrumentality (other than orders to the Contractor requiring the correction by the Contractor of its non-compliance



with laws and regulations applicable to the performance of the Contract), natural disaster or civil disorder, provided, however, that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy, or remove such event causing non-performance in the shortest practical time.

2. The Contractor shall use all reasonable efforts to undertake and complete the repair, restoration, or replacement of any property which is necessary for the provision of the Contract services in accordance with the Contract, and to resume its other obligations under the Contract as soon as reasonably possible.
3. In the event either party fails or refuses to use all reasonable efforts as aforesaid, the continuation of an event beyond the control of such party shall not be deemed an excuse for non-performance hereunder.

B. Labor Disputes

A strike, work stoppage or other labor dispute shall not constitute an event beyond the Contractor's control if the Contractor fails, as soon as reasonably possible, to seek an order of a court or administrative agency of competent jurisdiction to prevent the continuation of the same, or if the Contractor fails to continue to seek such order or pursue other means of ending such strike, work stoppage or labor dispute after the court or administrative agency initially denies the Contractor's request for such order.

C. Weather Conditions Not Force Majeure Events

Conditions caused by a storm or other weather conditions shall not constitute an event beyond the parties' control and shall not be the basis for excuse. The obligations of the parties in the event of a storm or other weather conditions shall be in accordance with the provisions of the Contract services.

17. SUBCONTRACTING

- A. No portion of the work shall be subcontracted without the prior written consent of VRE. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall submit with its Proposal a list of the Subcontractor(s) and their names, required certifications, qualifications, experience, project assignment and contact information.
- B. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all Subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its Subcontractors and of persons employed by each Subcontractor as it is for the acts and omissions of its own employees.
- C. Any Subcontractor and outside associates or consultants required by the Contractor in connection with the services covered by the Contract will be limited to



individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution or addition to these Subcontractors, associates, or consultants.

- D. During the period of performance, the Contractor shall not substitute Subcontractor(s) and/or the Subcontractors' key personnel without the prior written approval of VRE. Any new Subcontractor(s) must be identified as per the above paragraph. The Contractor shall provide VRE with information as to the circumstances necessitating the proposed change and other information as requested.
- E. The Contractor shall notify VRE within five (5) calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, the new Subcontractor information and other information as requested. Proposed substitutions must have comparable qualifications and experience to those being replaced. VRE will notify the Contractor within ten (10) calendar days after the receipt of all required information if this change is approved. VRE and the Contractor shall subsequently amend the required Contract documents.
- F. VRE reserves the right to request from the Contractor during the solicitation process and any time during Contract performance, additional information about a Subcontractor proposed by the Contractor, that VRE deems necessary to evaluate the qualifications of the Subcontractor.
- G. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and their subcontractor(s) and shall assure compliance with all requirements of the Contract. VRE shall have no obligation to any Subcontractors.
- H. The Contractor agrees to require its Subcontractors and sub-subcontractors to perform work in accordance with the applicable terms and conditions of the Contract, including but not limited to, compliance with all health, safety, Equal Employment Opportunity, VRE background check, and VRE insurance requirements as well as to include adequate provisions to ensure compliance with applicable Federal requirements in each subcontract and sub-subcontract. Furthermore, the Contractor agrees to include appropriate clauses in each subcontract stating the Subcontractor's responsibilities under Federal law, regulation, and directive, including any necessary provisions requiring the Subcontractor to extend applicable requirements to its subcontractors to the lowest tier necessary.
- I. In the event that the Contractor terminates a Subcontractor, VRE shall not be liable to the Contractor or to such Subcontractor for any damages, whether direct, consequential, incidental, liquidated or otherwise, resulting from the termination of such Subcontractor.



- J. Each subcontract between the Contractor and any Subcontractor shall include a waiver by the Subcontractor of any right to assert any claim against VRE on account of such termination and shall include the same indemnification and hold harmless provisions for the benefit of VRE as required of the Contractor by Section 31 of these General Provisions.

18. KEY PERSONNEL

- A. Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under the Contract. These are defined as “Key Personnel” and are those persons whose resumes were submitted for approval as part of the Technical Proposal for evaluation. No substitutions may be made except in accordance with this clause.
1. Key personnel are defined as follows:
 - a. Personnel identified in the Bid/Proposal as key individuals to be assigned for participation of the Contract;
 - b. Personnel whose resumes were submitted and approved by VRE; or
 - c. Individuals who are designated as key personnel by VRE.
- B. The Contractor understands that no Key Personnel substitutions will be permitted unless these substitutions are unavoidable because of sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the VRE Director of Purchasing and Contract Administration and provide the information described in Paragraph D. below.
- C. The Contractor must submit to the VRE Director of Purchasing and Contract Administration all proposed substitutions, in writing, at least fifteen (15) calendar days in advance and provide the information required by Paragraph D. below.
- D. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the VRE Director of Purchasing and Contract Administration. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. VRE will evaluate such requests and promptly notify the Contractor in writing of its approval or disapproval. If disapproved, VRE may, in its sole discretion, permit the Contractor to promptly submit an alternate substitution.
- E. The provisions of this Section shall be applicable to any subcontract which may be entered into by the Contractor.
- F. In the event that any of the identified Key Personnel cease to perform under the Contract and the substitute is disapproved, the Contract may be immediately terminated in accordance with the Termination for Default provision of the Contract.



19. INDEPENDENT CONTRACTOR

The Contractor is and shall be in all events, an independent contractor. Nothing herein shall be construed as constituting the Contractor as an agent, partner, employee, or legal representative of VRE for any purpose. Neither the Contractor nor its employees shall be entitled to or be eligible to participate in any benefits, privileges or plans given by or established for the benefit of VRE or its employees.

20. NOTIFICATION OF OWNERSHIP CHANGES

The Contractor shall notify VRE in writing when the Contractor becomes aware that a change in its ownership is certain to occur. The Contractor shall also include this provision in all subcontracts under this Contract, requiring each Subcontractor to notify VRE in writing when the Subcontractor becomes aware that a change in its ownership is certain to occur.

21. AVAILABILITY OF FUNDS

It is understood and agreed that VRE shall be bound to the Contract only to the extent of the funds appropriated for the purpose of the Contract. If funds are reduced or eliminated by the Commonwealth of Virginia or any Federal, State or Local funding partners, the Contract can be terminated under the provisions of the Contract.

22. AUTHORIZED FUNDING

- A. If at any time the Contractor has reason to believe that the costs to VRE which will accrue in the performance of the Contract in the next succeeding thirty (30) days, when added to all other payments previously accrued, will exceed seventy-five percent (75%) of the then current total authorized funding, the Contractor shall notify VRE to that effect, advising the estimate of additional funds required for completion of the Contract. The Contractor shall be under no obligation to perform any work hereunder, and VRE shall not be obligated to reimburse the Contractor for any work performed, if in the performance thereof the total funding then allotted to the Contract will be exceeded.
- B. VRE shall not be obligated to pay the Contractor any amount in excess of the ceiling price reflected in the Contract, and the Contractor shall not be obligated to continue performance if to do so would exceed the price set forth in the Contract, unless and until the VRE Contracting Officer shall have notified the Contractor in writing that the price(s) have been increased and shall have specified in the notice a revised price that shall constitute the price for performance under this Contract, and the Contract has been duly modified. When and to the extent that the price set forth in the Contract has been increased, any hours expended and material costs incurred by the Contractor in excess of the price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the price.

23. ASSIGNMENT OF CONTRACT

The Contract shall not be assignable, sublet or transferable by the Contractor, in whole or part, without the prior written consent of VRE.



24. DISALLOWED COSTS INCLUDING INTEREST

- A. The Contractor agrees to remit to VRE, which in turn will remit to its funding partners, any excess payments made to the Contractor disallowed by Federal, State and Local funding partners.
- B. VRE will exclude any costs incurred by the Contractor before the date of the Notice-To-Proceed unless otherwise authorized by VRE in writing. VRE will also exclude any costs not included in the approved budget for the Contract, any ordinary governmental or operating cost deemed ineligible by a funding partner. VRE shall make the final determination as to what costs are eligible.
- C. Payment does not constitute a final decision about whether a cost is eligible for reimbursement and does not constitute a waiver of any violation by the Contractor of the terms and conditions of the Contract.
- D. The Contractor agrees to incur costs in accordance with all provisions of this Contract and any other requirements referenced herein. Payment shall be made for eligible costs as listed in the Contract and for no other purpose.

25. APPLICABLE LAW AND COURTS

Any Contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the federal and state courts of the Commonwealth. The Contractor shall comply with applicable Federal, State, and Local laws and regulations.

26. LITIGATION AND NOTIFICATION

The Contractor shall notify the VRE Director of Purchasing and Contract Administration if any of the following occur:

- 1. The Contractor or any of the Subcontractors are served with a notice of violation of any law, regulation, permit or license which relates to this Contract.
- 2. Proceedings are commenced which could lead to revocation of related permits or licenses.
- 3. Permits, licenses or other Government authorizations relating to this Contract are revoked.
- 4. Litigation is commenced in which the Contractor is a named party, and which also involves as a named party, any Subcontractor of the Contractor who is otherwise a provider of indirect services or products under this Contract.



5. The Contractor or any of the Subcontractors become aware their equipment or facilities or actions are not in compliance or may fail to comply in the future with applicable laws or regulations.
6. A claim is made against the Contractor or a Subcontractor arising out of the Contract services.

27. CONTRACTUAL DISPUTES

- A. Disputes by the Contractor with respect to the Contract shall be decided in the first instance by the VRE Contract Administrator or designee who shall reduce their decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. The Contract Administrator's decision shall be final and binding unless within thirty (30) days of the date of such decision the Contractor appeals the Contract Administrator's decision to the VRE Contracting Officer. The Contracting Officer shall reduce their decision to writing, and mail or otherwise furnish a copy thereof to the Contractor no later than thirty (30) days after receipt of the Contractor's request for appeal.
- B. The Contracting Officer's decision shall be final and binding unless within thirty (30) days from the date of such decision the Contractor institutes legal action in accordance with the Code of Virginia. Pending a final determination of a properly appealed decision of the Contract Administrator and the Contracting Officer, the Contractor shall proceed diligently with the performance of the Contract, including the disputed portions, in accordance with that decision.
- C. The Contractor must notify VRE immediately when any current or prospective legal matter related to this Contract, including but not limited to, default, breach, major dispute or litigation, emerges that may affect the Federal Government. The Contractor must include this language in all subcontracts of \$25,000 or more.

28. TERMINATION FOR THE CONVENIENCE OF VRE

- A. The parties agree that VRE may terminate the Contract, or any work or delivery required thereunder, from time-to-time either in whole or in part, without cause whenever the VRE Contracting Officer shall determine that such termination is in the best interest of VRE.
- B. Termination, in whole or in part, shall be affected by delivery of a Notice of Termination signed by the VRE Contracting Officer, mailed or delivered to the Contractor, and specifying the extent of termination and the effective date of termination. Upon receipt of such notice, the Contractor shall:
 1. Cease any further deliveries or work due under the Contract on the date and to the extent which may be specified in the notice;
 2. Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the notice;



3. Terminate all Subcontractors except those made with respect to Contract performance not subject to the notice;
 4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of VRE;
 5. Use its best effort to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this Section;
 6. As directed by the VRE Contracting Officer, transfer title and deliver to VRE:
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - b. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to VRE.
 7. Complete performance of the work not terminated; and
 8. Take any action that may be necessary, or that the VRE Contracting Officer may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which VRE or the Government has or may acquire an interest.
- C. After complying with the foregoing provisions, the Contractor shall submit a termination claim, no later than sixty (60) days after the effective date of its termination, unless an extension is granted by the VRE Contract Administrator. If the Contractor fails to submit the claim within the time allowed, the VRE Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.
- D. If the termination is partial, the Contractor may file a claim with the VRE Contracting Officer or their designee for an equitable adjustment of the price(s) of the continued portion of the Contract. The VRE Contracting Officer shall make any equitable adjustment agreed upon. Any claim by the Contractor for an equitable adjustment under this Section shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the VRE Contracting Officer.
- E. The VRE Contract Administrator, with the approval of the VRE Contracting Officer, shall pay reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to the Notice of Termination, and further reduced by the price of the serviced not delivered, or those



services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.

- F. In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this Section, the VRE Contract Administrator shall pay to the Contractor the amounts determined as follows, without duplicating any amount which may have already been paid under Paragraph E. of this Section.
- G. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - 1. Cost of the work performed;
 - 2. The cost of settling and paying any reasonable claims as provided in Paragraph B. above; and
 - 3. A sum as profit on Paragraph G. above determined by VRE to be fair and reasonable.
- H. The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of services not terminated.
- I. In the event that the Contractor is not satisfied with any payments which the Contract Administrator shall determine to be due under this Section, the Contractor may appeal any claim to VRE in accordance with the Contractual Disputes provision of the Contract.
- J. Unless otherwise provided in the Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of the Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under the Contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the VRE Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
- K. When termination for the convenience of VRE is a provision of the Contract, the Contractor shall include similar provisions in any subcontract and shall specifically include requirements that Subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from VRE whatsoever of loss or damage sustained by a Subcontractor as a consequence of termination for convenience.

29. TERMINATION FOR DEFAULT

- A. Either party may terminate the Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.



- B. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, VRE shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination. The written notice shall specify the effective date of termination and shall be delivered to the Contractor prior to the effective date of termination.
- C. The Contractor shall have the right to cure its default, and thereby avoid termination, during the aforesaid notice period by remedying the circumstances which constitute the default or, where completion of such a remedy is not reasonably possible, then by taking all reasonable steps possible designed to remedy the default promptly.
- D. Successive defaults of the same nature, regardless of the Contractor's effort to cure, shall not prevent VRE from terminating the Contract.

30. STOP WORK OR SUSPENSION OF WORK

The VRE Contracting Officer may at any time, by written order to the Contractor, stop all, or any part, of the work called for by this Contract for a period of up to ninety (90) calendar days after the order is delivered to the Contractor and for any further period to which the parties may agree.

- A. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section.
- B. Upon receipt of such an order, the Contractor shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- C. Within the period of up to ninety (90) calendar days specified in the Stop Work Order, or within any extension of that period to which the parties shall have agreed, the VRE Contracting Officer shall either:
 - 1. Cancel the Stop Work Order; or
 - 2. Terminate the work covered by such order as provided under the terms of the Contract.
- D. If a Stop Work Order issued under this Section is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment will be made in the schedule or Contract price, or both, and the Contract will be modified in writing accordingly, if:
 - 1. The Stop Work Order results in an increase in the time required for completion or in the Contractor's cost properly allocable to the performance of any part of the Contract;



2. The Contractor asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the VRE Contracting Officer decides the facts justify such action, they may receive and act upon such claim asserted at any time prior to final payment under the Contract; and
3. If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of VRE, the reasonable costs resulting from the Stop Work Order will be allowed in arriving at the termination settlement.

31. INDEMNIFICATION

The Contractor shall not seek to hold liable VRE, or any of its officers, agents, and employees for any claims, suits, actions, judgments, damages, losses, and expenses of any nature whatsoever arising out of, in whole or in part, the Contract or arising out of, in whole or in part, the activities funded, in whole or in part, by the Contract. The Contractor shall defend, indemnify, save, and hold harmless VRE, and its officers, agents, and employees for any claims, suits, actions, judgments, damages, losses, and expenses of any nature whatsoever arising out of, in whole or in part, the acts or omissions of the Contractor or the acts or omissions of the Contractor's subcontractors, agents, or employees. The foregoing obligations shall survive termination of this Contract with respect to liabilities arising during its term. The Contractor agrees to maintain adequate insurance in an amount and form herein specified and approved by VRE to protect VRE and its officers, agents, and employees from liability arising out of the Contract.

32. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to VRE all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by VRE under said Contract.

33. SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, such a ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

34. FAIR EMPLOYMENT CONTRACTING ACT

The Contractor, its agents, employees, assigns or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make a contract, shall comply with the provisions of the Virginia Fair Employment Contract Act, Section 2.2-4200 et seq., VA Code Ann., the terms of which are incorporated herein by reference.



35. EMPLOYMENT OF PERSONNEL

The Contractor shall not employ any persons or persons in the employment of VRE for any work required by the terms of the Contract, without the prior written permission of VRE.

36. CONVICT LABOR

In connection with the performance of work under the Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, as amended.

37. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, VRE percentage, brokerage fee, or other considerations, contingent upon or resulting from the award of making of the Contract. For breach or violation of this warranty, VRE shall have the right to annul the Contract without liability, or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, VRE percentage, brokerage fee, gift, or contingent fee.

38. CONFLICT OF INTEREST

- A. VRE is intent on avoiding conflicts of interest associated with the award of the Contract. To these ends, prospective Contractors must identify existing and prospective contractual relations they have (or could have) with agencies which could present sources of conflict as part of the Bid or Proposal submission.
- B. VRE standards of conflict prohibit VRE employees, officers, board members, or agents from participating in the selection, award, or administration of a third-party contract or sub agreement supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award (a) an employee, officer, board member or agent (b) any member of his or her family (c) his or her partner or (d) an organization that employs or intends to employ any of the above.
- C. VRE standards of conflict also prohibit real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a third-party contract or sub agreement may, without some restriction on future activities, result in an unfair competitive advantage to the third-party Contractor or subrecipient or impair its objectivity in performing the Contract work.

39. ETHICS IN PUBLIC CONTRACTING

- A. This Contract incorporates by reference any State or Federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of



Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.).

- B. The Contractor certifies that its Bid or Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer or Subcontractor in connection with their Bid or Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

40. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Virginia General Assembly, and no member of the Northern Virginia Transportation Commission, or the Potomac and Rappahannock Transportation Commission shall be admitted to any share or part of the Contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefits. No member, officer, or employee of VRE, during his/her tenure or one (1) year thereafter, shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

41. ANTI-DISCRIMINATION

- A. By submitting a Bid or Proposal, the prospective Contractor certifies to VRE that it will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, as amended; DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation” -- Effectuation of Title VI of the Civil Rights Act; the Virginia Fair Employment Act of 1975, as amended, where applicable; all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 20003, and 49 U.S.C. § 4332 and any implementing requirements FTA may issue; the provisions of 49 U.S.C. § 5332, “Nondiscrimination in Federal Transit Programs,” which prohibits discrimination on the basis of race, color, religion, national origin, sex, or age, and prohibits discrimination in employment or business opportunity; and Section 2.2-4311 of the Virginia Public Procurement Act.

- B. During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The



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.



43. DRUG-FREE WORKPLACE

- A. During the performance of the Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
- B. "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

44. AUDIT

- A. The Contractor hereby agrees to maintain all books, records, accounts, and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case the Contractor agrees to maintain same until VRE, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The Contractor shall provide any documentation requested by VRE within fifteen (15) calendar days of such request.
- B. VRE, its authorized agents, the Federal Government, and/or state auditors shall also have full access to and the right to examine any of said materials during said period. The Contractor shall conduct audits in accordance with U.S. General Accounting Office, Government Auditing Standards.

45. PUBLICATIONS

Articles, papers, bulletins, reports or other material reporting the results and findings of the work conducted under the Contract shall not be presented publicly or published without the prior written approval of VRE, and all materials shall remain the sole property of VRE. Publications and reports officially released after the date of execution of the Contract describing the results of any investigation or study hereunder participated in by VRE shall give recognition to VRE in the text and title page to the nature of its cooperative character.



46. COPYRIGHTS

- A. All copyrightable works created pursuant to the Contract shall be considered work made for hire and shall belong solely and exclusively to VRE. If, despite the foregoing, VRE is not deemed the author and initial owner of any copyrightable works created pursuant to the Contract, the Contractor agrees to irrevocable assign and does hereby irrevocably assign to VRE the sole, exclusive and complete copyright interest in such works, and the Contractor shall execute and deliver such further documents as VRE may reasonably request for the purpose of acknowledging, implementing or recording this assignment.
- B. The Contractor agrees and warrants that no individual, other than regular employees of the Contractor or VRE working within the scope of their employment, shall participate in the creation of any copyrightable works to be delivered under the Contract, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to VRE before commencing such participation.
- C. The Contractor hereby agrees that, notwithstanding anything else in the Contract, in the event of any breach of the Contract by VRE, the Contractor's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no expiration or termination of the Contract by VRE shall have the effect of rescinding, terminating or otherwise invalidating the provisions of this Section.

47. RIGHTS IN DATA

- A. Data and information submitted to VRE and/or the Federal Government may be required to be made available for dissemination under the Freedom of Information Act, or other Federal, State and Local statute(s) in accordance with implementation instructions contained in 49 C.F.R. §19.36, revised March 2000, to the extent applicable, and any subsequent applicable Federal, State and Local requirements that may be promulgated.
- B. All "subject data" first produced in the performance of this Contract shall be the sole property of VRE. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Contractor shall not publish or reproduce such data, in whole or in part, or in any manner or form, nor authorize others to do so without the prior written consent of VRE, until such time as the Federal Government or VRE may have either released or approved the release of such data to the public,

48. ROYALTIES

While VRE recognizes that certain materials or component parts may be produced under the terms of licensing or cross licensing agreements, it must be understood that the use of such materials and component parts requiring the application of recurring royalty charges, costs or payments is specifically prohibited.



49. PROTECTION OF SENSITIVE SECURITY INFORMATION

To the extent applicable, the Contractor shall comply with 49 C.F.R. Part 1520, “Protection of Sensitive Security Information,” and with any implementing regulations, requirements, or guidelines that the Federal Government may issue.

50. EXAMINATION OF RECORDS

A. The Contractor agrees as follows:

1. Reports. The Contractor agrees to provide to VRE those reports required by the U.S. DOT’s and Commonwealth of Virginia’s grant management rules and any other reports the Federal Government and State Government may require.
2. Records Retention. The Contractor agrees to provide VRE, the FTA Administrator, the Comptroller General of the United States, or any authorized representatives access to any data, books, documents, paper and records of the Contractor which are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts and transcriptions even after the Contract has been closed-out. The Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his/her authorized representatives, including any PMO contractor, access to the Contractor’s records pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. The Contractor agrees that it will maintain intact and readily accessible all data, books, accounts, documents, reports, records, contracts, and supporting materials relating to the Contract as the Federal Government and Commonwealth of Virginia may require during the course of the Contract and for three (3) years thereafter, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case the Contractor agrees to maintain the same until VRE, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. Upon request, the Contractor shall permit VRE, its authorized agents, state auditors, the Secretary of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts pertaining to the Contract.
 - a. The Contractor further agrees to include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that VRE, its authorized agents, state auditors, the Secretary of Transportation, and the Comptroller of the United States, or their authorized representatives, until the expiration of three (3) years after final payment under the subcontract, be permitted to inspect



and audit all data and records of the Subcontractor relating to its performance under the subcontract.

- b. The term “subcontract” as used in this clause excludes (1) purchase orders not exceeding \$100,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c. VRE shall continue to have for a period beyond three (3) years after final payment under the Contract, the right to inspect and audit all data and records which relate to:
 - 1. Appeals under the “Disputes” clause of the Contract;
 - 2. Litigation of claims arising out of the performance of the Contract; or
 - 3. Costs and expenses of the Contract as to which exception has been taken by VRE, the FTA, or the Commonwealth of Virginia or any of its duly authorized representatives.
- d. The extended right of inspection shall continue for such period beyond three (3) years after final payment under the Contract until such appeals, litigations, claims or exceptions have been disposed of, and for such period thereafter as required for review by VRE, the FTA, and the Commonwealth of Virginia.
- e. Notification of Federal Participation. In the announcement of any contract award for goods or services having an aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third-party contract.

51. TAXES

Sales of items purchased directly by VRE under the Contract shall be exempt from state sales and use tax and federal excise and transportation taxes to the extent permitted by law. State sales and use tax certificates of exemption, and VRE’s federal excise tax exemption registration number will be furnished upon request. The foregoing shall not be construed to imply that the Contractor is exempt from all applicable taxes.

52. EXTRA CHARGES NOT ALLOWED

Unless otherwise provided in the Contract, the Contract price shall inclusive of all applicable costs, to include but not limited to, labor, equipment, materials, supplies, taxes, insurance, and bonds. Extra charges will not be allowed.



53. INSURANCE

Before beginning work under the Contract, the Contractor must provide to VRE a Certificate of Insurance indicating that the Contractor has in force, at a minimum, the coverage denoted by the insurance requirements included herein this solicitation. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

54. SAFETY RULES AND SECURITY AT VRE’S RAILROAD FACILITIES

- A. In the performance of this Contract, the Contractor shall work around or near railroad operations. In an emergency, the Contractor shall act at its discretion to prevent threatened damage, injury or loss.
- B. The Contractor and all its employees performing work on this Contract must complete the online Contractor safety training at www.vre.org/careers/contractors/. Payment of employees for time spent completing the online safety training and any expenses incurred is the sole responsibility of the Contractor and is not eligible for reimbursement from VRE.
- C. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this Contract. This includes the Contractor’s employees and other persons who may be affected thereby, as well as materials and equipment, both in storage and on-site.
- D. It is incumbent upon the Contractor and its employees to work in a safe manner at all times due to the nature of rail service. The Contractor while performing work around VRE's facilities shall be alert for train movement through the facility to ensure safe operations. While train movement is ongoing at the facility the Contractor shall move to a safe distance. VRE reserves the right to require the Contractor and its employees to meet the safety qualifications required by the applicable Host Railroads, Federal Railroad Administration, and VRE's Rules to Live By.

55. WORK SITE DAMAGES

Any damage resulting to VRE or Host Railroad property, existing utilities, or finished surfaces from the Contractor’s performance of this Contract shall be repaired to the satisfaction of VRE at the Contractor’s expense.

56. ENVIRONMENTAL REGULATIONS

- A. The Contractor and any Subcontractors are required to comply with all applicable Federal environmental standards, orders or requirements issued under Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 *et seq.*; Environmental Protection Agency regulations (40 C.F.R. Part 15); National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 *et seq.*;



Executive Order Number 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. §4321 note; FTA statutory requirements at 49 U.S.C. §5324(b); Council on Environmental Quality regulations pertaining to compliance with the National Environmental Quality Act of 1969, as amended, 40 C.F.R Part 1500 *et seq.*; the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and, when promulgated, Federal Highway Administration/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision Making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 1420 and 49 C.F.R Part 623.

- B. As stated in the aforementioned regulations, if the Contract causes or results in adverse environmental effects, all reasonable measures to minimize those adverse effects must be taken. In addition, all environmental mitigation measures identified as commitments in applicable environmental documents, such as environmental assessments and documents required by 49 U.S.C. §303, must be completed. These commitments include any conditions the Federal Government imposes on a finding of no significant impact or record of decision. These mitigations measures are incorporated by reference and made part of the Grant Agreement and may not be modified or withdrawn without written approval of the Federal Government.
- C. The Contractor agrees to include in Subcontracts exceeding \$100,000, adequate provisions to ensure that Contract participants report the use of facilities placed or likely to be placed on the Environmental Protection Agency's (EPA) "List of Violating Facilities," refrain from using violating facilities, report violations to FTA and the Regional EPA Office. VRE will report and requires the Contractor and any Subcontractor to report any violation of these requirements resulting from implementation of the Contract by the Contractor, Subcontractor (at any tier), or VRE to FTA and the appropriate U.S. EPA Regional Office. All plans, drawings, and other documents produced as a result of the Contract should comply with these regulations when applicable.
- D. The Contractor also shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

57. USE OF REAL PROPERTY, EQUIPMENT AND SUPPLIES

- A. The Contractor understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance until, and to the extent, that the Federal Government relinquishes its Federal interest in that property. Unless otherwise approved by the FTA, the Contractor agrees to comply with the following requirements with respect to real property, equipment, and supplies financed by the Contract:
 - 1. Use of Property. The Contractor agrees to use Contract real property, equipment, and supplies for appropriate Contract purposes (which may include joint development purposes that generate income to support transit



activities) for the duration of the useful life of that property, as required by VRE. Should the Contractor unreasonably delay or fail to use Contract property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Contractor further agrees to notify VRE immediately when any Contract property is withdrawn from Contract use or when Contract property is used in a manner substantially different from the representations the Contractor has made in its Bid/Proposal for the Contract.

2. General Federal Requirements. A Contractor that is an institution of higher education, or a private nonprofit organization, agrees to comply with 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and other applicable guidelines or regulations the Federal Government may issue. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, and to 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of VRE. A Contractor that is a for-profit organization agrees to comply with property management standards satisfactory to VRE. In addition, the Contractor consents to FTA's established reimbursement requirements for premature dispositions of certain Contract equipment (*i.e.*, when Contract equipment is withdrawn from appropriate use before the expiration of the equipment's useful life established by FTA), as explained in this Section.
3. Maintenance. The Contractor shall maintain Contract real property and equipment in good operating order, in compliance with any guidelines, directives, or regulations the FTA may issue.
4. Records. The Contractor shall keep satisfactory records regarding the use of Contract real property, equipment, and supplies, and submit them to VRE upon request for such information as may be required to assure compliance with this Section of the Contract.
5. Encumbrance of Contract Property. The Contractor shall maintain satisfactory continuing control of Contract real property or equipment. Thus, absent written authorization from VRE permitting otherwise:
 - a. Written Transactions: The Contractor shall refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, grant anticipation note, alienation, or any other obligation that in any way would affect the Federal interest in any Contract real property or equipment.
 - b. Oral Transactions: The Contractor shall refrain from obligating itself in any manner to any third party with respect to Contract real property or equipment.



- c. Other Transactions: The Contractor shall refrain from taking any action that would either adversely affect the Federal interest or impair the Contractor's continuing control of the use of Contract real property or equipment.
- 6. Transfer of Contract Property. The Contractor understands and agrees as follows:
 - a. Contractor Request: The Contractor may transfer assets financed with Federal assistance authorized for 49 U.S.C. Chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by VRE and the FTA and conforms with the requirements of 49 U.S.C. §§ 5334(g)(1) and (2).
 - b. Federal Government Direction: The Contractor agrees that the Federal Government may direct the disposition of, and even require the Contractor to transfer title to, any real property, equipment, or supplies financed with Federal assistance under the Contract.
 - 1. Leasing Contract Property to Another Party: If the Contractor leases any Contract asset to another party with VRE's written permission, the Contractor agrees to retain ownership of the leased asset and assure that the lessee will use the Contract asset appropriately, either through a "Lease and Supervisory Agreement" between the Contractor and lessee, or another similar document, unless VRE determines otherwise in writing. Upon request by VRE, the Contractor agrees to provide a copy of any relevant documents.
- 7. Disposition of Contract Property. With prior VRE approval, the Contractor may sell, transfer, or lease Contract property and use the proceeds to reduce the gross cost of other eligible capital transit projects to the extent permitted by 49 U.S.C. § 5334(g)(4). Nevertheless, the Contractor agrees that VRE may establish the useful life of Contract property, and that the Contractor shall use Contract property continuously and appropriately throughout that useful life.
 - a. Contract Property Whose Useful Life Has Expired: When the useful life of Contract property has expired, the Contractor agrees to comply with VRE's disposition requirements.
 - b. Contract Property Prematurely Withdrawn from Use: For property withdrawn from appropriate use before its useful life has expired, the Contractor agrees as follows:



1. Notification Requirement: The Contractor agrees to notify VRE immediately when any Contract real property, equipment, or supplies are prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
2. Calculating the Fair Market Value of Prematurely Withdrawn Contract Property: The Contractor agrees that the Federal Government retains a Federal interest in the fair market value of Contract property prematurely withdrawn from mass transportation use. The amount of the Federal interest in the property shall be determined on the basis of the ratio of the Federal assistance awarded by the Federal Government for the property to the actual cost of the property. The Contractor agrees that the fair market value of property prematurely withdrawn from use will be calculated as follows:
 - a. Equipment: Unless otherwise determined in writing by VRE, the Contractor agrees that fair market value shall be calculated by straight-line depreciation of the equipment or supplies, based on the useful life of the equipment or supplies established or approved by the FTA. In addition, the fair market value of equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of that property from use. In the case of equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. The Contractor may use its own disposition procedures, provided that those procedures are approved in writing by VRE.
 - b. Real Property: The Contractor agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.
 - c. Exceptional Circumstances: The Contractor agrees that VRE may require the use of another method of determining the fair market value of property. In unusual circumstances, the Contractor may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation,



comparable sales, or established market values. In determining whether to approve such a request, VRE may consider any action taken, omission made, or unfortunate occurrence suffered by the Contractor with respect to the preservation or conservation of Contract property withdrawn from appropriate use.

3. Obligations to VRE: Unless otherwise approved in writing by VRE, the Contractor shall remit to VRE the Federal interest in the fair market value of Contract real property, equipment, or supplies prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Contractor may fulfill its responsibilities with respect to the Federal interest remaining in the damaged equipment or supplies by either:
 - a. Investing an amount equal to the remaining Federal interest in like-kind equipment or supplies that are eligible for assistance within the scope of the Contract that provided financial assistance for the damaged equipment or supplies; or
 - b. Returning to VRE an amount equal to the remaining Federal interest in the damaged property.
8. Insurance Proceeds. If the Contract receives insurance proceeds as a result of damage or destruction to the Contract property, the Contractor shall:
 - a. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Contract property taken out of service, or
 - b. Return to VRE an amount equal to the remaining Federal interest in the damaged or destroyed property.
9. Transportation-Hazardous Materials. The requirements of U.S. Research and Special Programs Administration regulations, "Shippers - General Requirements for Shipments and Packaging's," 49 C.F.R. Part 173, apply to the transportation of hazardous materials.
10. Misused or Damaged Project Property. If any damage to Contract real property, equipment, or supplies results from abuse or misuse of that property occurring with the Contractor's knowledge and consent, the Contractor shall restore that real property or equipment to its original condition or refund the value of the Federal interest in the damaged property, as the Federal Government may require.



58. LABELING OF HAZARDOUS SUBSTANCES

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

59. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- A. This Contract is subject to certain provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1G, which are attached herein. All FTA-mandated terms control in the event of a conflict with any other provisions of this Contract. The Contractor must not perform any act, fail to perform any act or refuse to comply with any VRE requests if doing so would cause VRE to violate the FTA terms and conditions.
- B. The Contractor must include this clause without modification in each subcontract(s) that is financed in whole or in part by the FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor(s) who will be subject to the provisions.



XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES

01. GENERAL REQUIREMENTS

- A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of the Contract, and any renewal thereof, adequate insurance as identified in the “VRE Insurance Coverage Requirements” document. Items marked “X” are required to be provided. By signing and submitting a Bid or Proposal under this solicitation, the Contractor certifies if awarded the Contract, the Contractor will have the insurance coverage identified and described below in the VRE Insurance Coverage Requirements at the time of Contract award.
- B. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia or an eligible surplus lines insurer in good standing with the Virginia Insurance Commissioner's Office, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides or equivalent.
- C. The Contractor agrees to include the provisions of the foregoing clause in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor or vendor. All insurance provided by the Contractor and the Contractor’s Subcontractors shall be primary to any insurance coverage VRE may possess.
- D. The Contractor further certifies that it and any Subcontractors shall maintain these insurance coverages and the minimum limits of liability as stated during the entire term of the Contract, and that all insurance coverages will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia.
- E. The Contractor shall furnish VRE proof of compliance with these insurance requirements in the form of an original Certificate of Insurance signed by an authorized representative or agent of the insurance company(ies). The Certificate of Insurance must be furnished within ten (10) calendar days of receipt of the “Notice of Intent to Award” and before any work under the resultant Contract will be allowed to commence.
- F. Failure to provide the Certificate(s) when required may be cause for VRE to award a Contract to the next responsible and responsive Bidder or Offeror. However, in no event shall the work be performed until the required Certificates of Insurance have been furnished and approved by VRE.
- G. Renewal certificates shall be furnished to VRE not less than fourteen (14) calendar days prior to the expiration or termination date of the applicable policy(ies). Otherwise, VRE may halt all work under the Contract upon expiration or other termination of any required coverage and work will not be allowed to resume until a satisfactory renewal certificate is received.



- 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 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.



- C. In accordance with the terms of its Commuter Rail Operations Liability Insurance Plan, VRE shall provide insurance for the Contractor for all claims arising out of the Contract Services in excess of one million dollars (\$1,000,000) up to the total annual aggregate value required by Federal law for passenger-related claims. Except as may otherwise be agreed by the Contractor and VRE, VRE shall be responsible for the provision of claims services for all such claims in accordance with the provisions of the Commuter Rail Operations Liability Insurance Plan
- D. Excluded from the foregoing insurance provided by VRE are any and all claims for personal injury to, and death of officers, directors, employees, agents, and Subcontractors of the Contractor. The Contractor shall be solely responsible for such claims and, in accordance with Section 31 – Indemnification, General Provisions, shall indemnify VRE for all such claims.



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.
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 Comp policy	Minimum \$5,000,000 per claim



05. CLAIMS SERVICES

- A. The Contractor shall be responsible for the investigation, defense, and payment of judgments and settlement of claims with a value of less than twenty-five thousand dollars (\$25,000) arising out of the Contract Services in accordance with VRE's claims process as such may be amended from time to time.
- B. The Contractor shall promptly notify VRE of any accident and/or injury that occurs in the course of the provision of the Contract Services in accordance with VRE's safety policies and procedures.
- C. The Contractor shall notify VRE on the day of the incident, as well as provide VRE with an update concerning the incident and, to the extent applicable, the handling of the matter within twenty-four (24) hours of the first report to VRE. Thereafter, the Contractor shall submit claims reports, no less than monthly, in a manner and form acceptable to VRE.
- D. The Contractor shall work cooperatively with VRE to ensure that any claim arising out of the Contract Services is handled in a prompt and reasonable manner.



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 Contract and must be renewed 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 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.



- D. As an alternative, the Contractor may propose a Parent Company Guarantee in a form acceptable to VRE providing security equivalent to the Performance Bond and Payment Bond, referenced below, or Irrevocable Stand-By Letter of Credit. The Contractor shall provide financial and other information concerning the parent company sufficient for VRE to determine whether the alternative security is acceptable.

02. PAYMENT BOND REQUIREMENTS

The Contractor who is selected to enter into a written Contract with VRE shall furnish a Payment Bond or Irrevocable Stand-by Letter of Credit or equivalent guarantee approved by VRE. The Payment Bond shall be in the amount equal to the value of the work subcontracted by the Contractor and must be renewed for each five-year option period, if exercised by VRE, as guarantee for the payment to all persons who have and fulfill contracts, which are directly with the Contractor.

03. GENERAL BONDING REQUIREMENTS

- A. The sureties of all bonds shall be of such acceptable surety company or companies as listed in the U.S. Treasury Department Circular 570 published annually and must be authorized to transact business in the Commonwealth of Virginia.
- B. The Contractor shall deliver to VRE within ten (10) calendar days of the notification of award, a duly executed Performance Bond and Payment Bond payable to the “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together the owners and operators of the Virginia Railway Express.”
- C. No Contract shall be deemed to be in effect until the bonds have been approved by VRE.
- D. The Contractor shall provide to VRE appropriate bond forms prior to or at the time of Contract award for review and approval. The Contractor may use the American Institute of Architects (AIA) bond forms or a format that is substantively similar.
- E. VRE may require additional bond protection when the value of the Contract is increased, by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond. The increase in protection shall generally equal one hundred percent (100%) of the increase in the value of the Contract.
- F. A copy of the revised bonds shall be provided by the Contractor to VRE. The Contractor shall execute change orders with the consent of the surety or sureties on the Performance Bond and Payment Bond unless otherwise directed by the sureties.



XIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

01. DBE POLICY

- A. It is the policy of VRE that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded contracts.
- B. A DBE as referenced in the CFR means a for-profit small business concern that is:
 - 1. At least 51 percent owned by one (1) or more individuals who are both socially and economically disadvantaged; and
 - 2. Whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it.
- C. Offerors are encouraged to take all necessary and reasonable steps to ensure DBE firms have the maximum opportunity to compete for and perform work/services as part of this Contract. If the Offeror intends to subcontract a portion of the work/services, the Offeror is encouraged to seek and consider DBE firms as potential Subcontractors. Offerors are encouraged to contact DBE firms to solicit their interest, capability and qualifications.
- D. A list of certified DBE firms is maintained by the Virginia Department of Small Business and Supplier Diversity at <https://sbsd.virginia.gov/>.
- E. VRE's DBE goal for Federal Fiscal Years 2025 - 2027 is 14.7%.
- F. Offerors must include within their Proposals the forms incorporated within **ATTACHMENT K – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS AND FORMS**.



XV. CONTRACT DELIVERABLES REQUIREMENTS LIST

The Contract Deliverables Requirements List (CDRL) is a matrix listing data, such as reports, plans, lists, etc., required to be submitted by the Contractor to VRE. All references to a specific number of days refer to calendar days in the table below.

VRE will review all CDRLs and advise if they are accepted as is or require revisions. In the event a CDRL is rejected, VRE will provide a comment matrix detailing the reason(s) for rejection, and the Contractor shall make any required edits to the CDRL and resubmit the revised CDRL(s) to VRE.

CDRLs may require several cycles of review and revision and must be approved by VRE prior to being adopted or finalized.

CDRL	Deliverable	Section Reference	Due Date
<u>Train Operations</u>			
1.	Operational Issues Report	A.3.2.C.4.c	Daily
2.	Unusual Occurrences, including injuries and incidents	A.3.2.C.4.d	1hr. of Reaching Destination
3.	Mechanical and Safety Defects	A.5.B	1hr. of Reaching Destination
4.	Complaint Investigation Plan	A.7.4	NTP + 45 Days
5.	Lost and Found Procedures	A.7.6.G	NTP + 90 Days
6.	Consist Lineup	A.12.B.1	Daily
7.	Trip Information for Each Train	A.12.B.2	Daily
8.	On Time Performance	A.12.B.3	Daily
9.	Injury / Incident Report	A.12.B.4	Daily
10.	Summonses	A.12.B.5	Daily
11.	Report of Near Misses	A.12.B.6	Daily
12.	Supplemental Operating Instructions	A.13.4	NTP + 60 Days
<u>Management</u>			
13.	Recommended Updates- Management Plan	B.2.B	Annually by July 1 st
14.	Recommended Updates- Training Program Plan	B.5.1.H	Annually by July 1 st
15.	Training Report	B.5.4	Quarterly
<u>Maintenance of Rolling Stock and Facilities</u>			
16.	Rolling Stock Maintenance Plan (Revisions)	C.5.2.H	At Least Once Annually
17.	Rolling Stock Inspection Report Following an Injury	C.5.3.E.1	7:00 A.M. ET the Following Day
18.	Explanation of the Injury with Corrective Actions	C.5.3.E.2	7:00 A.M. ET the Following Day
19.	Line Up of Train Sets	C.5.3.F	Daily by 3 A.M. ET
20.	Shop Report	C.5.3.F	Daily by 3 A.M. ET.
21.	Facility Maintenance Plan (Revisions)	C.6.2.D	At Least Once Annually
22.	Report of Maintenance and Inspections Performed	C.6.4.A	Monthly
23.	Employee Procedures Manual	C.8.6	NTP + 30 Days



CDRL	Deliverable	Section Reference	Due Date
<u>System Safety and Security</u>			
24.	Programs and Policies Required by the VRE SSPP	E.2.C	NTP + 90 Days
25.	Recommended Updates- VRE SSPP	E.2.D	Annually by March 1 st
26.	Proposed Changes to the VRE SSPP	E.2.I	45 Days of Change
27.	Report of Hazardous Condition	E.2.N	1 Day of Discovery
28.	Security Plan	E.3.A	NTP + 90 Days
29.	Recommended Updates- Security Plan	E.3.E	Annually by March 1 st
30.	Passenger Train Emergency Preparedness Plan	E.4.B	NTP + 90 Days
31.	Emergency Response Plan	E.5.A	NTP + 90 Days
32.	Recommended Updates- Emergency Response Plan	E.5.B	Annually by March 1 st
33.	Contingency Plan	E.6.A	NTP + 90 Days
34.	Recommended Updates- Contingency Plan	E.6.B	Annually by March 1 st
35.	Drug-Free Workplace Policy	E.9.C	NTP + 90 Days
36.	Recommended Updates- Drug-Free Workplace Policy	E.9.E	Annually by March 1 st
<u>Environmental Services</u>			
37.	Emergency-Spill Response/SPCC Plan	G.2.C	NTP + 30 Days
38.	Revised Emergency-Spill Response/SPCC Plan	G.2.C	Annually by July 1 st
39.	Report of Fuel Usage by Locomotive	G.3.C	Monthly
40.	Locomotive Run Time / Engine Hour Report	G.3.E	Monthly
41.	Guidelines- Handling & Managing Hazardous Waste	G.4.B	NTP + 30 Days
42.	Health and Safety Plan	G.6.A	NTP + 30 Days
<u>Special Provisions</u>			
43.	Final Quality Assurance Plan	16.B	NTP + 30 Days
44.	Revised Quality Assurance Plan	16.C	Annually by July 1 st



XVI. ABBREVIATIONS AND DEFINITIONS

For purposes of this solicitation, these abbreviations or terms have the following meaning:

AAR	Association of American Railroads
ADA	Americans with Disabilities Act
AED	Automated External Defibrillator
AF	AF Interlocking
Agency	Virginia Railway Express
Amtrak	National Railroad Passenger Corporation
ANSI	American National Standards Institute
APTA	American Public Transportation Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
BAFO	Best and Final Offer
Base Period	The initial five-year period of the Contract, commencing July 1, 2026
BMP	Best Management Practices
CDRL	Contract Deliverables Requirements List
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
Contract	The contract awarded to the successful Offeror resulting from this solicitation
Contractor	The selected Offeror that is awarded a Contract by VRE
Contract Services	All train operations and maintenance services required by this solicitation and the attachments hereto
COOP	Continuity of Operations Plan
CP	Control Point
CRMF	Commuter Rail Maintenance Facility
CSXT	CSX Transportation, Inc.
DBE	Disadvantaged Business Enterprise
DHS	Department of Homeland Security
EEO	Equal Employment Opportunity
EMS	Emergency Medical Services
EPA	U.S. Environmental Protection Agency
ET	Eastern Time
FEMA	Federal Emergency Management Agency



FMP	Facility Maintenance Plan
FRA	Federal Railroad Administration, U.S. Department of Transportation
FRC	Free Ride Certificates
FTA	Federal Transit Administration, U.S. Department of Transportation
GSA	U.S. General Services Administration
HEP	Head End Power
Host Railroads	Railroads whose property is utilized by VRE to operate its trains (Amtrak, CSXT, NS, and VPRA)
HVAC	Heating, Ventilation and Air Conditioning
ICS	Incident Command System
IDIQ	Indefinite Quantity / Indefinite Delivery
IRS	U.S. Internal Revenue Service
ISO	International Organization for Standardization
Key Personnel	General Manager as well as any other individuals which the Offeror/Contractor designates as essential to the Contract Services to be performed under the Contract
KPI	Key Performance Indicators
LEO	Undercover Law Enforcement Officer
LOU Facility	Lifecycle Overhaul and Upgrade Facility
Mobilization Period	The period of time between NTP and commencement of the five-year Base Period of the Contract
MOW	Maintenance-of-Way
MSF	Maintenance and Storage Facility (Crossroads and Broad Run)
NIMS	National Incident Management System
NORAC	Northeast Operating Rules Advisory Council
NS	Norfolk Southern Railway
NTP	Notice-to-Proceed (A written form provided by VRE's CEO or designee authorizing work under the Contract or Task Order (as applicable) to begin by the Contractor as of the specified date)
NTSB	National Transportation Safety Board
NVTC	Northern Virginia Transportation Commission (a Parent Commission of VRE)
OEM	Original Equipment Manufacturer
Offeror	An entity that submits a Proposal in response to the RFP
OSHA	Occupational Safety and Health Administration
OTP	On-Time Performance
PA	Public Address
Parent Commission	NVTC and/or PRTC



Parties	VRE and the Contractor
PPE	Personal Protective Equipment
Proposal	As appropriate, either of or both the Offeror's Technical Proposal and Price Proposal
PRTC	Potomac and Rappahannock Transportation Commission (a Parent Commission of VRE)
PTC	Positive Train Control
PTEPP	Passenger Train Emergency Preparedness Plan
QA	Quality Assurance
RBHM	Risk-Based Hazard Management
RFP	Request for Proposals
RSMP	Rolling Stock Maintenance Plan
SaaS	Software as a Service
SDS	Safety Data Sheet
S&I Building	Service and Inspection Building
SF	Square Feet
SPCC	Spill Prevention Control and Countermeasure
SSPP	System Safety Program Plan
Subcontractor	Any individual or entity that undertakes a portion of the work/services by virtue of an agreement with the Contractor or another Subcontractor
SWPP	Storm Water Pollution Prevention
T&E	Train and Engine
TARR	Terrorism Awareness Recognition and Response
Task Order	An order for services or goods placed against the Contract which is authorized by VRE' CEO or designee
TLC	Transit Link Card
TSA	Transportation Security Administration
USDOT	United States Department of Transportation
VDEQ	Virginia Department of Environmental Quality
VPRA	Virginia Passenger Rail Authority
VRE	Virginia Railway Express
WMATA	Washington Metropolitan Area Transit Authority



XVII. ATTACHMENTS

The following documents are incorporated in this solicitation:

- A. **TRAIN OPERATIONS**
- B. **MANAGEMENT**
- C. **MAINTENANCE OF ROLLING STOCK AND FACILITIES**
- D. **RESERVED**
- E. **SYSTEM SAFETY AND SECURITY**
- F. **INFORMATION SYSTEMS MANAGEMENT**
- G. **ENVIRONMENTAL SERVICES**
- H. **MOBILIZATION AND TRANSITION**
- I. **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS/OFFERORS**
- J. **FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY CONTRACT PROVISIONS**
- K. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS AND FORMS**
- L. **PRICE PROPSOAL FORM**



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**

