

RFP 025-011- QUESTIONS AND ANSWERS

No.	Section No. & Title	Question	Answer
1.	II. PROCUREMENT SCHEDULE	We respectfully request a 4-week extension of the submittal deadline. This additional time will provide interested bidders with sufficient time to produce a qualified submittal and perform all necessary internal reviews and approvals.	See Addendum No. 1. The due date for proposals is extended to July 23, 2025.
2.	II. PROCUREMENT SCHEDULE	Please provide an anticipated award date for this contract.	VRE will make all good faith efforts to issue the Notice-To-Procced for the Mobilization Period of the contract with an effective date of January 1, 2026, or earlier.
3.	III. INSTRUCTIONS FOR OFFERORS §III.02.C.	Can Owner provide a sample contract in advance of the proposal?	No. The contract will be straightforward and incorporate the scope of work documents, general provisions, special provisions, FTA third party contract provisions, and pricing from the Best and Final Offer as negotiated and agreed upon by and between VRE and the selected Offeror.
4.	IV. SUMMARY OF CONTRACT SERVICES §IV.03.D.	<p>“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.”</p> <p>Will VRE consider making the extension terms exercisable by mutual agreement between the Agency and Contractor?</p>	No. VRE seeks to retain the unilateral right to exercise each of the five-year option periods, considering factors such as the Contractor’s performance and the availability of funds.
5.	IV. SUMMARY OF CONTRACT SERVICES §IV.03.D.	Contractor should also be given the opportunity to decline the Contract option	See the response to Question No. 4.
6.	IV. SUMMARY OF CONTRACT SERVICES §IV.03.E.	Please revise the notification period for VRE to exercise options from 90 to 180 days. This will allow for better personnel retention and transition, if necessary	See Addendum No. 1. A written notice of VRE’s intention to exercise an option will be given approximately one hundred eighty (180) calendar days prior to the expiration of the Base Period and the expiration of the first five (5) year option period of the contract.
7.	V. PROPOSAL REQUIREMENTS §V.03.	<p>Financial Statements: "Furnish complete financial statements for the current fiscal year (interim statements are acceptable) and the past two (2) years." -</p> <p>Please confirm that the parent company financial statements are acceptable.</p>	<p>VRE will accept parent company financial statements to fulfill the requirement of the RFP, if the parent company will be the entity financially responsible for the performance of the contract.</p> <p>Offerors must disclose the relationship between the parent and subsidiary in their proposal, including any guarantees or commitments from the parent company in support of the Offeror’s ability to perform under the resulting contract.</p>
8.	V. PROPOSAL REQUIREMENTS §V.03.	Section V.3 P 18 notes that a 200 Page Limit applies to Tabs 1 -13. Section VII.4.B P. 26 notes that the technical evaluation will only be applied to Tabs 4-13. Can VRE confirm that Tabs 14 -21 are excluded from the Page Limit?	VRE confirms the 200-page limit applies solely to content submitted under Tabs 1 through 13, as specified in §V.03. of the RFP. Information submitted under Tabs 14 through 21 is not subject to this page limitation. However, Offerors must submit all documentation required by Tabs 14 through 21, including supporting materials such as forms, certifications, financial statements, and other mandatory disclosures, to ensure full compliance with the submission requirements.
9.	V. PROPOSAL REQUIREMENTS §V.04.	Please confirm that proposers are to use Year 1 pricing for the 60-month items contained within the pricing forms to facilitate the annual adjustment.	Yes, that is correct. See the response to Question No. 17.

RFP 025-011- QUESTIONS AND ANSWERS

10.	VI. SUBMISSION OF PROPOSAL §VI.04.C.	Please provide an anticipated date for the short-list selection for this contract.	See Addendum No. 1. VRE anticipates conducting interviews, if deemed necessary, on August 26 th and August 27 th . A short-list will be publicly posted on VRE’s website prior to the dates reserved for interviews.
11.	VII. EVALUATION PROCESS AND CRITERIA §VII.03.	Can VRE confirm that Tabs 14-21 are excluded from the Technical Evaluation?	Tabs 14–21 will not be scored by the Technical Evaluation Team. However, the information requested for each tab is required to demonstrate responsiveness to the requirements of the RFP and will be thoroughly reviewed by VRE.
12.	VIII. CONTRACT AWARD/EXECUTION §VIII.06.	A contract provision should be included for compensation to Contractor in case of a delay in award	In accordance with Clause No. 15, Changes, of the General Provisions, 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.
13.	VIII. CONTRACT AWARD/EXECUTION §VIII.07.	A contract provision should be included for determining the process for appropriate compensation to Contractor in case of a partial award.	Should VRE elect a partial award, pricing will be negotiated accordingly with the selected Offeror.
14.	IX. INVOICING AND PAYMENT §IX.01.C.	Will Owner agree to insert language providing for the payment of undisputed amounts of invoices in the event it disputes or requests additional documentation for a portion of the amounts? Also, please consider allowing Contractor interest on unpaid undisputed amounts.	See Addendum No. 1. VRE will pay all properly submitted invoices within thirty (30) calendar days of receipt unless all or portions of the invoice are disputed, in which case the portions of the invoice that are disputed shall be paid upon resolution of the dispute.
15.	X. SPECIAL PROVISIONS §X.02.C	Please clarify if there will be any OTP incentive payments below 90%?	No monthly incentive will be earned by the Contractor for OTP of less than 90%.
16.	X. SPECIAL PROVISIONS §X.02.,03.	Can VRE please include a relief clause to the proposed incentives / liquidated damages terms to ensure they only reflect the performance of the Contractor, excluding any delays that are beyond their control (i.e. Host Railroads)?	The Contractor can only request relief for penalties assessed on items which the Contractor deems to be beyond its control. Relief for penalties will be at the sole discretion of VRE.

RFP 025-011- QUESTIONS AND ANSWERS

17.	X. SPECIAL PROVISIONS §X.04. ATTACHMENT L	<p>"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."</p> <p>Can VRE please explain the application of the CPI clause referenced in the RFP and clarify what is requested for the Base Term pricing in Attachment L, which requests prices for 60 months (5 years). Are the requested dollar amounts in Real or Nominal dollars - or subject to the aforementioned CPI clause?</p>	<p>The price for Mobilization shall be fixed for the Mobilization Period, which is anticipated to begin January 1, 2026 and continue through June 30, 2026.</p> <p>The prices negotiated and agreed upon with the selected Offeror for General and Administrative Services, Management Services, Train Operations, Maintenance of Rolling Stock, and Maintenance of Facilities as well as the Hourly Labor Rates shall be fixed for the 1st year of the Base Period of the Contract, which is anticipated to commence on July 1, 2026 and continue through June 30, 2027. Pricing for each subsequent year of the contract shall be subject to escalation based on the change in the CPI-U for the twelve months ending in October, up to a maximum increase of 5% per year.</p> <p>Therefore, pricing for the 2nd year of the Base Period of the contract will be calculated by applying the change in the CPI-U for the period of October 2025 to October 2026 to the pricing from the 1st year of the Base Period for General and Administrative Services, Management Services, Train Operations, Maintenance of Rolling Stock, and Maintenance of Facilities as well as the Hourly Labor Rates.</p>
18.	X. SPECIAL PROVISIONS §X.04.	<p>..."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." -</p> <p>We respectfully request removal of the 5% per year cap as this would expose the Contractor to cost risk based on the current economic uncertainty and recent historical inflation over the past 5 years (several years of >5% inflation).</p>	No. See the response to Question No. 19.
19.	X. SPECIAL PROVISIONS §X.04.	<p>"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."</p> <p>As a follow up to our previous question requesting removal of the 5% per year cap, if VRE chooses not to remove the 5% maximum cap, we respectfully ask VRE to consider adding a minimum increase (i.e., 2.0%) to ensure the Contractor does not receive a <0% increase as this would be financially difficult to endure.</p>	<p>No.</p> <p>However, If the CPI change is negative, indicating a decrease in the index, no downward adjustment shall be enforced. See Addendum No. 1.</p>
20.	X. SPECIAL PROVISIONS §X.05.	Would VRE kindly provide for service level changes that result in an increase or decrease greater than 10% of service hours require mutual consent?	In accordance with Clause No. 15, Changes, of the General Provisions, 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.

RFP 025-011- QUESTIONS AND ANSWERS

21.	X. SPECIAL PROVISIONS §X.06.	Please provide all labor agreements, including any side letters that are applicable to the current contracted services.	VRE does not have a collective bargaining agreement with any union.
22.	X. SPECIAL PROVISIONS §X.06.	Please provide an organizational chart of the current contract employees engaged in the services, including headcounts.	VRE does not have this information. This information is maintained by the current contractor and is not relevant to Section 13(c) Labor Protection.
23.	X. SPECIAL PROVISIONS §X.06.	To ensure compliance with 13c labor protections, please provide a listing of all current contract employees engaged in the VRE services, including position, wage rate (both hourly and annual), hire date and benefits elected and provided.	VRE does not have this information. This information is maintained by the current contractor and is not relevant to Section 13(c) Labor Protection.
24.	X. SPECIAL PROVISIONS §X.06.	Can VRE obtain the benefit plan detail that the current service provider offers to current employees to provide to all Proposers to be able to properly assess and cost proposals?	VRE does not have this information. This information is maintained by the current contractor and is not relevant to Section 13(c) Labor Protection.
25.	X. SPECIAL PROVISIONS §X.06.	Can VRE please provide at least 3 years of historical key performance indicators (KPI) and the monetary penalties by type assessed to the current incumbent contractor?	No monetary penalties have been assessed within the past three (3) years resulting from Section 13(c) claims.
26.	X. SPECIAL PROVISIONS §X.06.	In accordance with Section 13(c) of the Federal Transit Act, please provide the following applicable labor information to ensure bidders can accurately estimate the cost of labor: 1) Collective Bargaining Agreements (CBAs) between all union(s) and Keolis; 2) Seniority List for the current employees of this service, indicating position, full time or part time, length of service, current rate of pay, and projected rate of pay at the start of the service term. 3) Current Benefits information for all programs offered to the current employees, including Medical, Dental, Vision, Pension/401k, including participation rates by tier and employer contribution levels for each category of coverage.	VRE does not have this information. This information is maintained by the current contractor and is not relevant to Section 13(c) Labor Protection.
27.	X. SPECIAL PROVISIONS §X.06.	Are Operations and Mechanical employees currently being covered under the Railroad Retirement Act, and therefore that Section 13(c) Labor Protection applies?	VRE does not have this information. This information is maintained by the current contractor.
28.	X. SPECIAL PROVISIONS §X.07.10.B.	Will Owner agree to provide language that clarifies Contractor will only be held responsible for modifications to rules or third-party agreements of which it has been provided notice in writing?	If changes are made to agreements that VRE holds with third parties and those changes have an impact on the Contractor, notice will be provided by VRE to the Contractor. In some cases, notifications will come directly from VRE's Host Railroads. In all cases, the Contractor is responsible for abiding by railroad operating rules and other FRA/FTA and state regulations. The Contractor must have a process for staying current on FRA/FTA and state rules and regulations without requiring direct notification from VRE. However, if VRE receives notification of changes or impending changes, those notifications will be shared.
29.	X. SPECIAL PROVISIONS §X.08	Please clarify who between VRE and the Contractor is responsible for performing criminal background checks.	See Addendum No. 1. The Contractor is responsible for performing criminal background checks on all Contractor personnel.

RFP 025-011- QUESTIONS AND ANSWERS

30.	X. SPECIAL PROVISIONS §X.11	The Contractor shall comply and cooperate with all agreements made between VRE and other rail carriers on whose property VRE operates. Please provide the agreements between VRE and other rail carriers mentioned in this clause.	VRE is assembling its agreements with Amtrak, CSX Transportation, Norfolk Southern, and the Virginia Passenger Rail Authority and will post the agreements on its website shortly after posting the Questions and Answers.
31.	X. SPECIAL PROVISIONS §X.13.A.	Please consider changing this notification time frame to one business day rather than 24 hours in case the Contractor were to receive such a report on a Friday evening.	See Addendum No. 1. The requirement has been modified to one (1) business day.

RFP 025-011- QUESTIONS AND ANSWERS

32.	X. SPECIAL PROVISIONS §X.17.	Please provide all task orders issued to the current O&M contractor during the past three years.	There have not been any Task Orders thus far in Calendar Year 2025. The following twenty-eight (28) Task Orders were issued in 2024 and 2023.																																																																																							
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RFP 025-011- QUESTIONS AND ANSWERS

33.	X. SPECIAL PROVISIONS §X.17.	Do any of the contemplated task orders require Davis-Bacon wage rates? If so, please provide details on which Task Orders have such a requirement.	If a Task Order is classified as a construction project and thus requires the Contractor to pay the wage rates required by the Davis-Bacon Act, VRE will identify the specific wage rates applicable to the type of work contemplated within the Task Order Proposal Request sent to the Contractor.
34.	XI. GENERAL PROVISIONS §XI.03.	Would VRE kindly provide that Contractor have the right to substitute Key Personnel with VRE's consent not to be unreasonably withheld provided substituted personnel meet certain minimum qualifications?	See Clause No. 18, Key Personnel, of the General Provisions. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. VRE will evaluate requests to substitute Key Personnel and promptly notify the Contractor in writing of its approval or disapproval.
35.	XI. GENERAL PROVISIONS §XI.11.	Rather than having an uncertain, ambiguous warranty period, will VRE consider an industry-standard one-year warranty period?	No.
36.	XI. GENERAL PROVISIONS §XI.16.	Would VRE kindly provide that unusual and sustained weather conditions may constitute a force majeure event if particularly catastrophic?	No, the force majeure provision is adequate and addresses natural disasters.
37.	XI. GENERAL PROVISIONS §XI.16.	Will VRE consider including a provision permitting the Contractor to seek an equitable adjustment in price due to a change in laws?	No.
38.	XI. GENERAL PROVISIONS §XI.16.A.1.	Will the Owner consider exempting payment obligations from being excused by a Force Majeure? This is industry-standard and would prevent the Contractor from having to take on the risk of self-financing the Project.	No.
39.	XI. GENERAL PROVISIONS §XI.16.C.	The exemption of any weather events from a Force Majeure seems unreasonable and both parties may be in a position where they may need to take advantage of its inclusion in the future. Will Owner agree to allow Extreme Weather Events, including, without limitation, hurricanes or named storms to be included as a Force Majeure event?	See the response to Question No. 36.
40.	XI. GENERAL PROVISIONS §XI.27.	Would VRE kindly agree that once all contractual dispute resolution processes have been exhausted, the Contractor is permitted to seek resolution of any dispute in a court of law with jurisdiction?	The clause as written allows for this and specifically states, the VRE 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.
41.	XI. GENERAL PROVISIONS §XI.28.	In the event VRE exercises its contractual right to terminate the contract for its convenience, the Contractor will necessarily have to undertake a long and costly process of transferring service. In order to effectuate such transfer, would VRE kindly provide for at least 30 days' prior written notice before termination for convenience becomes effective?	The termination for convenience clause as written allows for an unwind.
42.	XI. GENERAL PROVISIONS §XI.29.	Would VRE kindly provide for a prescribed cure period of at least 10 days after receipt of notification of such default?	No. VRE will specify in its notice to the Contractor the effective date of termination.
43.	XI. GENERAL PROVISIONS §XI.31.	Would VRE kindly limit Contractor's indemnification obligations to exclude instances relating to VRE's negligence or willful misconduct?	The Offeror may submit as part of its proposal a proposed exception to the indemnification clause for further consideration by VRE.

RFP 025-011- QUESTIONS AND ANSWERS

44.	XI. GENERAL PROVISIONS §XI.31	The indemnification obligations as drafted are so broad that they could include Contractor indemnifying Owner when Owner is 99% responsible. So as to prevent the Contractor from having to price in additional risk, will Owner consider allowing for a comparative negligence standard, limitation the Contractor to the percentage of its fault?	See the response to Question No. 43.
45.	XI. GENERAL PROVISIONS §XI.31.	The blanket prohibition on Contractor's ability to seek to hold VPRA harmless even for its own fault is unfair and at least somewhat contradicted by XII. 03. Will Owner agree to strike this sentence?	There is no reference to VPRA within the indemnification clause.
46.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.01.C	<p>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."</p> <p>For the purpose of Railroad Protective Liability Insurance, can the subcontractor be not instructed to purchase this? As the railroad is the named insured, we see as unnecessary, duplicative insurance.</p>	Only Subcontractors performing work on or around railroad tracks and/or within railroad right-of-way must obtain Railroad Protective Liability insurance.
47.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.02.	Please clarify any responsibility for Above or Underground Storage tanks, if any.	VRE is directly responsible for all above and below ground storage tanks.
48.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.02., §04.	Regarding Pollution Liability Insurance of \$1m referenced in 02. POLLUTION LIABILITY INSURANCE and the coverage referenced in 04. VRE INSURANCE COVERAGE REQUIREMENTS, please clarify if the required limits should state \$1,000,000 per occurrence / \$1,000,000 annual aggregate?	See Addendum No. 1. The Contractor shall obtain Pollution Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is written on a claims-made form, a one (1) year extended reporting endorsement is required.
49.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.03.	Please clarify the parties responsibility for claims in excess of \$1,000,000. How is the first \$1,000,000 handled for claims that are in excess of \$1,000,000?	The Contractor shall be responsible for paying the first \$1,000,000 for liability and the first \$500,000 for property damage.
50.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.03.	Please provide a 10-year historical listing with loss value of occurrences where the contractor was responsible for any damage to equipment and/or facilities caused by the contractor, up to \$500,000 per occurrence.	VRE is assembling this information and will post the requested historical listing on its website shortly after posting the Questions and Answers.

RFP 025-011- QUESTIONS AND ANSWERS

51.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES XII.03.	Please provide a 10-year historical listing with loss value for all claims arising out of the Contract Services with a value up to one million dollars (\$1,000,000).	VRE is assembling this information and will post the requested historical listing on its website shortly after posting the Questions and Answers.
52.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.03.A.	<p>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."</p> <p>Does the Contractor amount apply to only loss and / or damage that VRE has insured?</p>	The Contractor is responsible for all loss/damage to equipment/facilities, whether insured or not, up to \$500,000.
53.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.03.A.	<p>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."</p> <p>Is the Contractor responsible for any force majeure events such as terrorism, flood, government actions?</p>	The Contractor is responsible for all loss/damage to equipment/facilities up to \$500,000 regardless of whether the loss/damage was caused by a force majeure event.

RFP 025-011- QUESTIONS AND ANSWERS

54.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.03.C.	<p>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"</p> <p>It is understood that VRE will provide excess liability insurance above \$1M up to Federal Tort Cap (now at \$323M). Why require the Contractor to purchase Commercial General Liability up to a limit of \$5M (as per 04. VRE INSURANCE COVERAGE REQUIREMENTS) when VRE is buying insurance for themselves and the contractor attaching at \$1M?</p>	Commercial General Liability insurance is broader than the insurance plan, which is related specifically to commuter rail operations.
55.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.03.C.	<p>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"</p> <p>It is understood that VRE will provide excess liability insurance above \$1M up to Federal Tort Cap (now at \$323M). If and when the tort cap is increased by the US Treasury Secretary, will VRE increase its insurance limits, and will the Contractor responsible for any premium expense?"</p>	Yes, VRE will increase its insurance limits as needed. The Contractor will not be responsible for the associated expense.
56.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.03.A.,C.	These clauses providing for coverage for Contractor for claims in excess of \$1 million state they are subject to Section 31, which prohibits any recovery by Contractor. Will VPRA agree to enter into good faith negotiations with the successful proposal to merge these sections together so that it is clear that VPRA's indemnification obligations toward Contractor and vice versa will be consistent with the obligations referenced in this section?	<p>VRE believes the reference to VPRA in this question is incorrect.</p> <p>The Contractor shall be responsible for paying the first \$1,000,000 for liability and the first \$500,000 for property damage.</p> <p>The Offeror may submit as part of its proposal a proposed exception to the indemnification clause for further consideration by VRE.</p>

RFP 025-011- QUESTIONS AND ANSWERS

57.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.04. ITEM #12.	FELA claims trigger or limit stated as "Minimum \$5,000,000 per claim" - should this read "per occurrence"?	No. See Addendum No. 1. The coverage is statutory.
58.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.04.	Under .04 VRE Insurance Coverage Requirements, it states General Liability provides \$5,000,000 limits per Occurrence, General Aggregate, Products/Completed Operations Aggregate, Personal and Advertising Injury. Please confirm the limits can be met with the Umbrella or Excess Liability Policy.	The limits can be met with a combination of primary and umbrella/excess liability policies.
59.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.04	Under .04 VRE Insurance Coverage Requirements, it states General Liability includes Sudden and accidental pollution liability, resulting from railroad operations. Please confirm Sudden and Accidental Pollution Liability coverage can be provided through the standalone Pollution Policy instead of General Liability.	Yes, a separate Pollution Liability policy can be used to satisfy the requirement for “sudden and accidental” coverage for the Commercial General Liability policy.
60.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.04	Under .04 VRE Insurance Coverage Requirements, it states 4. Cyber/Errors & Omissions then 5. Cyber Insurance. Please confirm if separate Professional Liability and Cyber Liability coverages are required.	Yes.
61.	XII. INSURANCE REQUIREMENTS AND CLAIMS SERVICES §XII.04.,6.	<p>“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””</p> <p>Can VRE please confirm why Railroad Protective Liability Insurance is being requested when Maintenance of Way is not included in the scope of work? We respectfully ask VRE to remove it until there is a scope change requiring this scope and subsequent insurance.</p>	No, VRE will not waive the requirement for Railroad Protective Liability insurance. This coverage is not exclusive to maintenance-of-way activities and pertains to work on or around railroad tracks and railroad right-of-way.

RFP 025-011- QUESTIONS AND ANSWERS

62.	XIII. BOND REQUIREMENTS §XIII.01.A.	<p>“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.”</p> <p>The Performance Bond being requested (100% of the Total Contract Value) would appear to be in excess of \$100M. We respectfully ask VRE to amend the Performance Bond amount to a more standard amount such as 20% of the Annual Contract Year Value (renewed annually).</p>	See Addendum No. 1. The Performance Bond shall equal 100% of the cost for the 1 st year of the Base Period of the contract.
63.	XIII.BOND REQUIREMENTS §XIII.01.A.	<p>Would VRE consider revising the current requirement for a performance bond equal to 100% of the total five-year contract value to a structure more aligned with industry standards—specifically, a performance bond equal to 15% of the annual contract value, to be renewed annually?</p> <p>The cost associated with securing a performance bond at the current level is extremely high and represents a significant burden for all bidders. Since this cost must be factored into the financial proposals, it has a direct impact on the overall price and may limit competition.</p>	See the response to Question No. 62.
64.	XIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION	It is understood that "VRE's DBE goal for Federal Fiscal Years 2025 - 2027 is 14.7%." Can VRE please clarify / confirm if there is a specific DBE goal for this procurement?	For Federal Fiscal Years 2025 through 2027, VRE has established an overall Disadvantaged Business Enterprise (DBE) participation goal of 14.7%. While no specific DBE participation goal has been set for this procurement, VRE encourages all Offerors to make a good faith effort to include DBE firms in their proposals. Offerors shall ensure that all efforts to engage DBEs are thoroughly documented utilizing the forms provided within Attachment K to the RFP.
65.	XIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION	Does the VRE overall disadvantaged business enterprise (DBE) goal of 14.7% as indicated in Tab 20 apply specifically to the selected contractor or does the DBE spend for a respective fiscal year contribute to the overall fiscal year goal? Can you please clarify that the 14.7% DBE goal for VRE also applies to the selected contractor?	See the response to Question No. 64.
66.	ATTACHMENT A – TRAIN OPERATIONS ATTACHMENT L – PRICE PROPOSAL	Regarding the "Fully Burdened Labor Rates for Train Operations", can VRE please clarify the applicable use of these rates. For example, are these labor rates for Extra Work as referenced in Attachment A under A.11 SPECIAL AND EXCURSION TRAINS, where employees would likely be subject to overtime pay for example?	The fully burdened labor rates shall be used as a basis for negotiations when changes to Train Operations are contemplated.

RFP 025-011- QUESTIONS AND ANSWERS

67.	ATTACHMENT A – TRAIN OPERATIONS §A.2.3.	<p>"All communications to passengers and the media shall be coordinated through VRE. The Contractor is not permitted to speak to the media regarding any VRE matters."</p> <p>Can VRE please review and confirm this statement, as it could be assumed that Conductors are unable to talk to passengers without VRE approval for example.</p>	<p>All external communications regarding VRE operations, services, incidents, or any other related matters shall be coordinated exclusively through VRE. The Contractor and its personnel are strictly prohibited from issuing statements, comments, press releases, or responses to the media or the public concerning any VRE-related matters without the prior written authorization of VRE.</p> <p>This restriction does not apply to routine, day-to-day interactions between the Contractor’s personnel and VRE passengers that occur in the normal course of operations. The Contractor’s personnel shall deliver high-quality customer service at all times, including responding to standard passenger inquiries and providing assistance as necessary. In the event a passenger inquiry involves requests for official statements, information concerning incidents, emergencies, or any other sensitive or non-routine matters, the Contractor’s personnel shall immediately refer such inquiries to VRE for an official response.</p>
68.	ATTACHMENT A - TRAIN OPERATIONS §A.3.1.A.	Please provide more details on when Assistant Conductors are required.	Each Offeror is expected to propose a Staffing Plan for their operation of the service.
69.	ATTACHMENT A - TRAIN OPERATIONS §A.3.2.C.	Please provide the number of times in the past three years that a conductor attended a court appearance in relation to the issuance of a summons.	On average, each conductor has a court date every three (3) months, or four (4) times per year.
70.	ATTACHMENT A – TRAIN OPERATIONS §A.7.4.	Why is a "comprehensive Complaint Investigation Plan" being requested when the Customer Service scope of work described in A.2.5 CUSTOMER SERVICE FUNCTIONS implies the Contractor is only responsible for assisting VRE with complaints?	<p>A comprehensive Complaint Investigation Plan is required because, while VRE retains responsibility for direct customer service interactions and responses, the Contractor plays a critical and active role in the internal investigation and resolution of complaints related to its personnel and operations. Specifically, the scope outlined in A.7.4 assigns the Contractor responsibility for:</p> <ul style="list-style-type: none">• Conducting thorough investigations into customer complaints and VRE concerns that arise from the Contractor’s train operations.• Verifying the facts of each complaint, determining root causes, and proposing corrective actions.• Preparing formal written responses and updates to VRE within specified timeframes.• Maintaining records and ensuring that all investigations are only considered closed when VRE formally adopts the Contractor’s report as its own. <p>The Complaint Investigation Plan ensures the Contractor has a clear, systematic process for handling these investigations, including how complaints are verified, how findings are documented, and how corrective actions are tracked and implemented. This plan is essential for VRE to maintain oversight, ensure accountability, and meet regulatory and service quality standards. While VRE manages direct communication with customers, the Contractor’s investigative function is vital to resolving underlying issues and improving service delivery.</p>

RFP 025-011- QUESTIONS AND ANSWERS

71.	ATTACHMENT A – TRAIN OPERATIONS §A.13.5.	<p>"A. The Contractor shall provide cell phones to all managers and transportation employees, including conductors, assistant conductors, and engineers. Cell phones for T&E crews shall be dual sim compatible and shall serve as a backup communications device."</p> <p>Can VRE please confirm the if / why company Cell Phones are required for Locomotive Engineers. Based on best safety practices, we would strongly recommend Locomotive Engineers are exempt from this requirement.</p>	There are specific rules which prohibit the use of cell phones in the operating cab of a train. VRE expects engineers to have the phones off and stowed as required by rule, but that does not mean that engineers should not have a means of communicating in the event of emergencies separate from the operation of the train.
72.	ATTACHMENT A – TRAIN OPERATIONS §A.13.5.	<p>A.13.5 COMMUNICATIONS DEVICES</p> <p>"A. The Contractor shall provide cell phones to all managers and transportation employees, including conductors, assistant conductors, and engineers. Cell phones for T&E crews shall be dual sim compatible and shall serve as a backup communications device." -</p> <p>Can VRE please explain the requirement for "dual sim card" cell phones?</p>	Dual SIM capability allows a single device to operate on two (2) separate cellular networks, thereby reducing the risk of communication failure due to network outages, coverage gaps, or congestion affecting a single carrier. This feature would ensure crew members can maintain uninterrupted access to a backup communication channel in the event the primary network is unavailable.
73.	ATTACHMENT B - MANAGEMENT §B.3 KEY PERSONNEL	We respectfully suggest that the mandatory Key Personnel include key functions such as Mechanical, Operations, Safety, Training and that those functions should be named in the Proposal. We believe those are key for the management of a rail system such as VRE.	It was intentional on the part of VRE not to define the Key Personnel beyond the General Manager, providing each Offeror with the latitude to designate specific Key Personnel which the Offeror deems essential to the Contract Services.

RFP 025-011- QUESTIONS AND ANSWERS

74.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES AND APPENDICES	Could VRE please provide the most recent condition assessments and overhaul campaigns performed for the rolling stock including cab cars, trailer cars and locomotives?	<p>Current and past Lifecycle Maintenance (LCM) projects include the following:</p> <p>HEP Overhaul Railcar truck overhaul Replace railcar window rubber gaskets Replace locomotive radiators Overhaul locomotive air compressors Upgrade locomotive and cab car data recording system Upgrade to LED lighting on all railcars Replace seat bottoms on all railcars Locomotive prime mover exhaust renewal Replace locomotive shock absorbers Locomotive stator and rotor replacement Replace locomotive HVAC units Replace locomotive prime mover layover system Replace locomotive hand brakes Replace railcar diaphragms Replace railcar door seals Replace railcar anti-slip flooring Replace railcar batteries Replace locomotive batteries Replace cab car end door locks Replace emergency access markings Replace engineer seats on cab cars and locomotives Replace toilets in railcars Replace railcar master controllers Replace locomotive dash mats Railcar HVAC rebuild and freon upgrade Replace prime mover fuel pump HEP top deck overhaul Replace railcar door control switches Replace locomotive turbochargers Upgrade CDS modems Replace handsets in locomotives and railcars Update TMCs in locomotives and cab cars Replace hand dryers in toilet cars Overhaul dynamic brake fans on locomotives</p> <p>There is a useful life benchmark of 30 years for VRE’s rolling stock. Railcars are currently between 9-19 years old; locomotives are currently 14-15 years old.</p>
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RFP 025-011- QUESTIONS AND ANSWERS

75.	ATTACHMENT C - MAINTENANCE OF ROLLING STOCK AND FACILITIES	Please provide an inventory listing of all tools and equipment owned by VRE that will be available for contractors use in maintenance of rolling stock.	VRE will provide all tools except basic mechanical and electrical hand tools. VRE will supply a list of mechanical and electrical tools to the selected Contractor and discuss any further needs during the Mobilization Period.
76.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.1.1.	Which entity is responsible for the maintenance, inspection, testing and cleaning of the MP-36-3C protect locomotive that is currently stored at Amtrak's Ivy City layover yard?	Amtrak is responsible for daily inspections. All other maintenance is the responsibility of the Contractor. The protect locomotive is rotated on a regular basis and is brought to VRE's Maintenance and Storage Facility (Broad Run or Crossroads) when maintenance and fueling is needed.
77.	ATTACHMENT C - MAINTENANCE OF ROLLING STOK AND FACILITIES §C.2.1.D.	C.2.1.D states the Contractor shall be fully liable for the cost of repairs made because of damage caused to VRE rolling stock by the actions or inactions of the Contractor or its Subcontractors. Is this limited to \$500,000 per section XII 03. Provision of Insurance for the Contractor by VRE?	Yes.
78.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.5.	It appears Attachment C makes no mention of Life Cycle Maintenance work regarding the rolling stock. As this is a function performed today, can VRE please clarify how this work will be treated (i.e., Task Order or included under the general scope of work)?	LCM work is included under the general scope of work.
79.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.5.2.	What is the current frequency at which VRE is performing wheel truing?	Wheel truing is done on an as needed basis. Since VRE recently began performing this activity at its LOU Facility, VRE does not have a yearly average yet.
80.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.5.2.	Can VRE please provide information on the current sanding and fueling sub-contractors and frequencies?	VRE maintains contracts with fuel suppliers, with diesel fuel delivered nightly between 7:00 p.m. and 11:00 p.m. Sand levels shall be checked daily and added as needed by the Contractor.
81.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.5.4.A.	Can VRE please provide the overall breakdown of the number of coach cars that contain a restroom and coach cars without a restroom on each train consist?	This varies, however, 70% of the fleet has restrooms.
82.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.5.4.B.	What is VRE's plan for the new Alstom coaches? Will the newly procured Alstom Coradia cars replace the current Nippon Sharyo coach cars or augment the current fleet to accommodate the planned service expansion?	The cars being manufactured by Alstom will be used for future service expansion.

RFP 025-011- QUESTIONS AND ANSWERS

83.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.5.8.	Can VRE provide a list of equipment/rolling stock failures (Major Mechanical Failures) that affected revenue service trains and component failures identified during a periodic/preventative maintenance inspection?	VRE doesn't recall any major mechanical failures that affected revenue service that were found during periodic maintenance.
84.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.5.11.	How much time does the contractor have based off of service schedule for the midday cleaning of the cars?	At present, railcar cleaning is performed on VRE service days during mid-day layover by Amtrak, not the Contractor.
85.	ATTACHMENT C - MAINTENANCE OF ROLLING STOCK AND FACILITIES §C.5.11.B.	Section C.5.11.B states that mid-day layover cleaning is provided by Amtrak. Please confirm that Contractor is required to perform mid-day cleaning of trains at the L'Enfant Storage Track.	Currently, no mid-day cleaning of trains is performed at the L'Enfant Storage Track.
86.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.6.2.J.1-8.	Does the VRE have existing Preventative maintenance and inspection records that can be provided for all items listed 1-8?	<p>See Addendum No. 1. VRE retains responsibility for the maintenance and repair of the following systems and equipment:</p> <ol style="list-style-type: none"> 1. High mast lighting maintenance and ballast replacement 2. Storm water system components located downstream of the oil/water separators 3. Automated gates and doors 4. Drop table 5. Wheel machine 6. Ground power servicing 7. Electrical substation servicing 8. Major underground utilities <p>These items shall not be addressed or included in the Contractor's Facility Maintenance Plan (FMP).</p>
87.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.6.2.	Will VRE be able provide the operations and maintenance documentation for the facilities infrastructure equipment present at VRE Crossroads and Broad Run maintenance facilities?	These records are not available electronically but are stored in hard copy format at VRE's Crossroads MSF. Offerors may contact the VRE Director of Purchasing and Contract Administration to schedule an appointment to view the maintenance documentation.

RFP 025-011- QUESTIONS AND ANSWERS

88.	ATTACHMENT C - MAINTENANCE OF ROLLING STOCK & FACILITIES §C.6.2.	<p>"J. The following items shall be considered and included be included in the FMP:</p> <ol style="list-style-type: none"> 1. High mast lighting maintenance and ballast replacement. 2. The storm water system downstream from the oil/water separators. 3. Automated gate and doors 4. Drop Table 5. Wheel Machine 6. Ground power servicing 7. Electrical substation servicing 8. Major underground utilities. 9. VRE will also service the oil/water separators on a biannual basis. This has no effect on the Contractor's obligations regarding the oversight of the annual cleaning of drip pans." - <p>Can VRE please clarify who is responsible for each of the items noted above. If it is the Contractor, please provide additional detail / maintenance records for items such as utilities and ground power in order to develop the FMP.</p>	See the response to Question No. 86.
89.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK & FACILITIES §C.6.5.	Is the VRE requiring a day porter onsite for all operational days or does the VRE have preferred janitorial cleaning times?	The Offeror shall determine if a day porter/cleaner is necessary. VRE does not have preferred cleaning times for facilities.
90.	ATTACHMENT C – MAINTENANCE OF ROLLING STOCK AND FACILITIES §C.6.7.	The Contractor shall remove snow within the yards (e.g., doorways, sidewalks, tracks, aisle ways and roads). The Contractor shall also provide snow removal for tracks and switches within the two (2) MSF- Will snow removal be paid by task order or is it to be considered inclusive of the contract?	Snow removal is inclusive of the contract.
91.	ATTACHMENT C - MAINTENANCE OF ROLLING STOCK & AND FACILITY MAINTENANCE §C.7.	Please clarify who will be responsible for the staffing of the current and potential future VRE warehouses.	VRE will maintain responsibility for staffing the warehouse.

RFP 025-011- QUESTIONS AND ANSWERS

92.	ATTACHMENT F - INFORMATION SYSTEMS MANAGEMENT §F.3.1.	Please specify which Enterprise Asset Management Software (EAM) will be provided to the Contractor.	VRE Transit Asset Management System (VTAMS) is the software used by VRE. It is an internet-based assessment management tool for VRE that features an Executive Dashboard and modules that include inventory data and the ability to conduct condition assessments for Facilities, Equipment, Rolling Stock, and Infrastructure assets. VTAMS was previously hosted on a commercial platform but later migrated to a VRE consultant's Azure Cloud Server in December 2022. The long-term vision for this tool is to migrate VTAMS' reporting capabilities to the Tyler Technologies ERP solution.
93.	ATTACHMENT F - INFORMATION SYSTEMS MANAGEMENT §F.3.1.	List various software provided by VRE. Does VRE provide software for tracking facilities and rolling stock inspections? What software is currently being utilized for these functions?	The current contractor provides software for tracking facilities and rolling stock inspections. VRE uses Tyler Technologies Enterprise Resource Planning, Microsoft applications, and CDS.
94.	ATTACHMENT F - INFORMATION SYSTEMS MANAGEMENT §F.3.2.	VRE requires the Contractor to provide, maintain and support to carry out the contracted services. Will the EAM provided by VRE satisfy the reporting of VRE assets. Will VRE provide the Contractor with any historical data regarding equipment maintenance and train performance	Not at this point. Yes, VRE will provide all historical data to the Contractor.
95.	ATTACHMENT H - MOBILIZATION AND TRANSITION §H.6.	For current qualified and certified employees operating VRE services that transfer to a new Contractor, will their rules qualifications transfer from the current host RR (CSX, NS, Amtrak) or will they be required to retake rules exams.	VRE believes the certification belongs to the individual and will thus transfer. However, the ultimate decision would be made by each Host Railroad.
96.	ATTACHMENT H - MOBILIZATION AND TRANSITION §H.6.	If transferring employees are required to retake rules exams for host RRs, who would be responsible for the administration of the classes and exams.	The Contractor shall be responsible for the classes and exams (Norfolk Southern and CSX Transportation). Amtrak administers their own exams.