



VIRGINIA RAILWAY EXPRESS

REQUEST FOR QUOTES (RFQ)

MAIN ENGINE AIR, FUEL, AND OIL FILTERS

RFQ Issued: October 2, 2024

Questions Due: October 9, 2024, at 10:00 A.M. Eastern Time

Quotes Due: October 16, 2024, at 1:00 P.M. Eastern Time

Contact: Monica McKenzie, Purchasing and Contract Compliance Specialist
Virginia Railway Express, 1500 King Street, Suite 202, Alexandria, VA 22314
Main Office: (703) 684-1001 **Email:** procurement@vre.org

1. PURPOSE/BACKGROUND

A. INTRODUCTION

The Virginia Railway Express (VRE) is soliciting Quotes to establish a firm-fixed unit price Blanket Purchase Order(s) with at least one (1) qualified and experienced Contractor, but no more than three (3) qualified and experienced Contractors, to deliver main engine filters on an as-needed basis for VRE's fleet of locomotives.

B. VRE BACKGROUND

1. VRE is a commuter rail 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. Use of the term VRE in this RFQ refers to NVTC and PRTC.
2. As a joint project of NVTC and PRTC, VRE will 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.

C. PROJECT BACKGROUND

1. VRE operates a fleet of twenty (20) MP36PH-3C locomotives. The locomotives main engines require scheduled maintenance to prevent part failure and/or equipment malfunction.
2. Materials required to perform maintenance tasks include air, fuel, and oil filters. The main function of filters is to screen out dirt, rust particles, dust, and all major contaminants that could come in contact with the engine. Routine replacement of the filters is necessary to ensure VRE is maintaining its equipment to protect its investment.



2. INSTRUCTIONS FOR QUOTERS

A. SUBMISSION OF WRITTEN QUESTIONS

1. **Deadline:** All questions and requests for clarification regarding the meaning or interpretation of this RFQ 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 on Page 1* of this RFQ. Questions and clarifications requested after such time will not be answered unless VRE elects, in its sole discretion, to do so.
2. **Format for Questions:** Questions must be submitted in writing and include the related section number and title.
3. Questions must be submitted to VRE's contact in writing via electronic mail as listed on Page 1 of this RFQ. No questions or requests for additional information, clarifications, or any other communication should be direct to any other individual.
4. No oral communication will be accepted. VRE will not be bound by any oral communications, or written interpretation or clarifications that are not set forth in an addendum to the RFQ.
5. Questions and responses will be posted on VRE's website at www.vre.org.
6. Any interpretation of the questions made by VRE will be responded to and distributed in the form of an addendum to the RFQ and will be available to all interested Quoters through VRE's website.

B. SUBMISSION OF QUOTE

1. Quotes must be submitted no later than the *date and time specified on Page 1* of this RFQ.
2. The Quote shall be submitted on **ATTACHMENT 1 - QUOTE FORM** provided by VRE.
3. Quotes shall be submitted via electronic mail to VRE's contact as listed on Page 1 of this RFQ.
4. The subject line of the electronic mail shall include the RFQ title.
5. Incomplete Quotes or Quotes received after the Quote closing date and time will not be considered by VRE.
6. The issuance of the Blanket Purchase Order(s) will be based on the lowest total price per line item. If the Quoter is not submitting a quote for a particular line item(s), the Quoter shall make that line item with "N/A" or "not applicable".

C. VRE POINT OF CONTACT (POC)

VRE's Manager of Warehouse and Inventory Control, Tim Thomasson, will be the point of contact following award of a Purchase Order.



3. GENERAL CONDITIONS FOR QUOTERS

A. BRAND NAME OR EQUAL

1. Unless otherwise provided in the solicitation, or unless the name is followed by words indicating that no substitution is permitted, the reference to a certain brand name, make, model number, or manufacturer does not restrict the offer to the specific brand, make, model number or manufacturer identified. The specific references to a brand are not intended to be restrictive of other products, rather to be descriptive, and convey the salient characteristics of function, performance, design requirements and quality of the item described. Any item which VRE, at its sole discretion, determines to be equal to that which is specified, considering quality, workmanship, economy of operation, and suitability for the process intended, will be accepted.
2. Whenever in the Scope of Work or specifications one or more items, trade names, or part numbers of specific manufacturers are mentioned, it is for the intent of establishing a basis of quality and durability, and though the term "or approved equal" may not be inserted, it is implied.
3. A Quoter quoting "equal" products will be considered for award if such products are clearly identified and are determined by VRE to be equal in performance and all material respects to the brand name products referenced.
4. If submitting a Quote for proposed "equal products," the Quoter must provide the manufacturer, brand or trade name, and part/catalog number of the item offered.

B. DESCRIPTIVE LITERATURE

1. The Quoter shall clearly and specifically identify the product being offered in **ATTACHMENT 1 – QUOTE FORM** even if quoting the exact brand name, make or manufacturer specified.
2. The Quoter shall provide sufficient descriptive literature, technical detail, etc. only if the product being offered is other than what is specified herein, to enable VRE to determine if the product offered meets the requirements of the solicitation. At a minimum, any offered product not specified in the RFQ should be represented by the manufacturer's specifications.
3. Descriptive literature is not required if offering the exact brand, make or manufacturer specified. Only the descriptive literature furnished with the Quote shall be considered in the evaluation.
4. By submission of a Quote, the Quoter certifies that the items offered meet or exceed the specifications described herein.



4. SCOPE OF WORK

A. PURPOSE

The Contractor shall deliver main engine filters on an as-needed basis for VRE's fleet of locomotives. The issuance of a Blanket Purchase Order(s) shall be based on the lowest qualified quote per line item as identified in **ATTACHMENT 1 – QUOTE FORM**.

B. PRODUCT SPECIFICATIONS

The main engine filters must conform to the following specifications:

1. Main Engine Air Filters

a. Electro-Motive Diesel (EMD), Part Number 9093588 or approved equal

b. Clark Filter, Part Number AE-25 or approved equal

OR

c. Baldwin Part No. PA2395 or approved equal

2. Main Engine Fuel Filters

a. EMD, Part Number 9545152 or approved equal

OR

b. Clark Filter, Part Number HA-IP2S or approved equal

3. Main Engine Oil Filters

a. EMD, Part Number 8345482 or approved equal

b. Clark Filter, Part Number C-12 or approved equal

OR

c. Baldwin, Part No. PA1510 or approved equal

C. SALIENT CHARACTERISTICS

1. The main engine air filters shall be 36 x 14 x 6 inches in dimension.

2. The main engine fuel filters shall be 9-7/8 x 30 inches in dimension.

3. The main engine oil filters shall be 6-1/2 x 30 inches in dimension, 12 microns.

4. The filters shall contain no lead, asbestos, or any other harmful material.



5. The main engine air, fuel, and oil filters shall not:
 - a. Crumble, split or otherwise become unusable while in storage or normal service;
 - b. Require special handling or storage prior to use; and
 - c. Wear before ninety (90) days while in use.

D. SHIPPING SCHEDULE

1. The Contractor shall ship main engine filters within fifteen (15) consecutive calendar days of an order being placed by VRE against the Blanket Purchase Order.
2. Deliveries shall be made by the Contractor to VRE between the hours of 9:00 A.M. and 4:00 P.M. Eastern Time, Monday through Friday (excluding Federal Observed Holidays), to the following location:

VRE Crossroads Maintenance and Storage Facility
9400 Crossroads Parkway
Fredericksburg, VA 22408

3. Any delay in the shipping schedule shall be submitted to VRE in writing for approval.
4. If the delivery is not met by the Contactor as specified above, the order may be cancelled by VRE.
5. With each shipment to VRE, the Contractor shall include documentation listing the individual part or model number and quantity.
6. Shipments shall be FOB Destination. Therefore, the Contractor is responsible for the cost of shipping and any damage incurred in shipping is the sole responsibility of the Contractor.



5. SPECIAL TERMS AND CONDITIONS

A. TERM

1. The Blanket Purchase Order(s) shall be valid for VRE Fiscal Year 2025, ending June 30, 2025.
2. A formal Blanket Purchase Order will not be provided to the Contractor by VRE; however, the Contractor will be notified by VRE if selected following the receipt of Quotes.
3. The selected Contractor(s) will subsequently receive individual Purchase Orders from VRE when each order is placed during the Fiscal Year.

B. GENERAL PROVISIONS

The Contractor shall comply with **ATTACHMENT 2 – VRE GENERAL PROVISIONS**, as applicable to the Scope of Work.

C. QUOTE ACCEPTANCE PERIOD

The Quote and any modification thereof shall be binding upon the Quoter for ninety (90) consecutive calendar days following the Quote closing date. Any Quote in which the Quoter shortens the acceptance period shall be rejected, although the acceptance period may be extended by mutual agreement between VRE and the Quoter. At the end of the Quote acceptance period, the Quoter may withdraw its Quote by giving written notice to VRE.

D. SIGNATURES

All documents 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 transmitted by any of the means listed above shall be deemed to have the same legal effect as an original executed copy.

E. WARRANTY OF MATERIALS AND WORKMANSHIP

1. The Contractor shall warranty all labor and material provided by the Contractor pursuant to the Scope of Work and/or technical specifications for a period of one (1) year. The Contractor, at no expense to VRE, shall correct all defects covered by this guarantee.
2. If any portion of the work performed or material provided by the Contractor prove to be defective within the warranty period, the Contractor will be notified by VRE. Upon receipt of such notification, the Contractor shall immediately furnish VRE with instructions for the disposition of the defective part(s).
3. Within ten (10) business days from notification of the warranty claim by VRE, the Contractor shall deliver replacement parts. Prior written authorization is required from VRE for completions exceeding ten (10) business days.
4. Any material or labor applied by the Contractor to correct warranted defects shall be warranted for one (1) additional year from the date of delivery.
5. All defective parts returned to and by the Contractor for repair or replacement shall be shipped at the Contractor's sole expense.



6. The Contractor shall supply a failure analysis for any warranty failure, unless the requirement is waived in writing by VRE.
7. Repetitive failure (i.e., three (3) failures during the warranty period) of an item that was repaired by the Contractor shall be considered a breach. VRE may at its sole discretion, have the repairs made by another party, with no further notice to the Contractor, and the Contractor shall be fully liable to pay for all such third-party work.

F. QUALITY ASSURANCE

Any material or part which fails to meet the requirements of the Scope of Work and/or technical specifications shall be subject to rejection and shall be replaced, or brought up to specification, free of charge, by the Contractor, if so directed by VRE.

G. NEW MATERIALS

Unless noted otherwise, the Contractor shall furnish all materials required to produce the work in accordance with the Scope of Work and/or technical specifications and said materials shall meet the requirements of the Scope of Work, plans, drawings and/or specifications for the kind of applications involving their use. Only quality materials, which are generally accepted in the industry, and which conform to the requirements of the Scope of Work, plans, drawings and/or specifications, shall be used in the work.

H. SUBSTITUTIONS

1. The Purchase Order is based on the materials, equipment and methods described herein that will allow for compliance to all Federal, State, and Local rules and regulations. No substitutions or cancellations shall be permitted without the written approval of VRE. VRE will consider requests for substitutions of materials, equipment, and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.
2. The Contractor shall not substitute materials, equipment, or methods unless VRE has specifically approved such substitutions in writing. Substitutions, if approved, shall be without any additional compensation from VRE, unless approved otherwise.



6. INSURANCE

A. GENERAL REQUIREMENTS

1. The Contractor shall secure, pay the premiums for and keep in force until the expiration of the Purchase Order, 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 Quote under this solicitation, the Contractor certifies if issued a Purchase Order, the Contractor will have the insurance coverage identified and described below in the VRE Insurance Coverage Requirements at the time of the issuance of a Purchase Order.
2. 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.
3. 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 Certificates of Insurance must be furnished within three (3) calendar days of the request from VRE and before any work under the Purchase Order will be allowed to commence.
4. Failure to provide the Certificate(s) when required may be cause for VRE to issue a Purchase Order to the next responsive Contractor. However, in no event shall work be performed until the required Certificate(s) of Insurance have been furnished and approved by VRE.
5. If the Contractor is furnished 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.
6. 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 coverages. 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 shipments by VRE does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the Certificates of Insurance are in compliance with such requirements.



B. VRE INSURANCE COVERAGE REQUIREMENTS

“X” denotes that coverage is required.		
Applicability	Description	Coverage
X	1. Workers’ Compensation and Employer’s Liability	Limits as required by the Workers’ Compensation Act of Virginia. Employers Liability - \$1,000,000
X	Admitted in Virginia	YES
X	All States Endorsement	Statutory
X	USL&H Endorsement	Statutory
X	Voluntary Compensation	Statutory
X	2. General Liability, which shall be Commercial General Liability endorsed as broad form to include the following minimum limits: <ul style="list-style-type: none"> • General Aggregate • Products & Completed Operations Aggregate • Personal & Advertising Injury • Each Occurrence 	\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000
X	Contractual Liability	
X	Personal Injury	
X	Independent Contractors	
	XCU Property Damage Exclusion Deleted	
	3. Automobile Liability (Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, its agents, representatives, or employees.) Minimum limits: <ul style="list-style-type: none"> • Combined Single Limit • Medical Expense Limit 	\$1,000,000 \$ 5,000
	4. Professional Errors and Omissions	\$1,000,000
	5. Builder’s Risk	Purchase Order Value
	6. Installation Floater	Purchase Order Value
	7. Garage Liability	
	8. Garage Keeper’s Legal Liability	
	9. Fire Legal Liability	
	10. Railroad Protective Liability Insurance. VRE shall be named as insured. The language shall read as follows: “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as the Virginia Railway Express.”	\$5,000,000 per occurrence; \$10,000,000 aggregate
	11. Railroad Protective Liability Insurance. An additional policy shall name the host railroad as insured. Furnish a copy of the Certificate to VRE, prior to entry on VRE property or any other railroad property upon which VRE operates.	\$5,000,000 per occurrence; \$10,000,000 aggregate
	12. Pollution Liability.	Purchase Order Value
X	13. VRE shall be named as additional insured on the General Liability Policy. This coverage is primary to all other coverage VRE may possess. The language shall read as follows: “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express.”	
X	14. Best’s Guide Rating – A:VI or better or Equivalent	
X	15. The Certification must state the Request for Quotes Title	
	16. Umbrella Liability	\$5,000,000



7. INVOICES

A. INVOICES

1. Invoices shall be submitted by the Contractor for services/goods ordered, delivered, and accepted by VRE.
2. The Contractor shall submit invoices by electronic mail to mechanicalinvoices@vre.org.
3. At a minimum, invoices shall contain the following information:
 - a. Name, address and telephone number of the Contractor
 - b. Remit to address
 - c. VRE Purchase Order Number
 - d. Invoice number
 - e. Invoice date
 - f. Description, part/model/item number, unit price, quantity, and extended price
 - g. Total invoice amount
4. If invoices fail to meet all of 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.

B. PAYMENT

Payment will be made on a per delivery basis upon receipt and acceptance by VRE.



8. ATTACHMENTS

The following documents are incorporated in this Request for Quotes and the resulting Purchase Order by this reference.

- A. Attachment 1 – Quote Form
- B. Attachment 2 – VRE General Provisions

