



Below are questions VRE received as of August 14, 2026, at 4:00 P.M. EST, with responses. Whenever possible, questions are presented as originally asked. Otherwise, the questions or inquiries are presented to capture the main thrust or idea.

VENDOR QUESTIONS AND ANSWERS FOR RFP 026-007 COST ESTIMATING AND COST VALIDATION SERVICES FOR L'ENFANT STATION AND FOURTH TRACK IMPROVEMENTS PROJECT

QUESTION#	SECTION	SECTION/SUBSECTION NO.	QUESTION	ANSWER
1	III. INSTRUCTION TO OFFERORS	§III.28.A.	In lieu of audited financial statements, is it acceptable to submit reviewed financial statements? Section IV.04.F appears to give provisions for the scenario where audited financial statements are not available, which leads the reader to believe that reviewed financial statements may be acceptable in lieu of audited financial statements.	Financial statements for the current fiscal year and the preceding two (2) fiscal years that have been reviewed by a Certified Public Accountant (CPA) are acceptable in lieu of audited financial statements. In such cases, the Offeror shall include the following notation along with its financial statements: “No audited statements are available for the periods reported in the accompanying information.”
2	VI. EVALUATION PROCESS AND CRITERIA	VI.04	Regarding the qualifications of the Project Director, Project Manager, and Lead Bridge and Rail Estimator roles, please clarify whether the " completed project " requirement pertains to the completion of the cost estimating assignment / contract or to the completion of the actual construction work?	For purposes of this RFP, a project is considered completed when all requirements and deliverables identified in the applicable Scope of Work have been performed and completed, and the scope of services has reached final acceptance. The requirement pertains to completion and final acceptance of the Scope of Work and does not refer to completion of an individual component of the work, such as cost estimating, cost validation, or other assignment.
3	VI. EVALUATION PROCESS AND CRITERIA	VI.04	Please clarify what is the “ overall page limit ”.	There is no overall page limit to which Proposals must adhere. Instead, there are specific page limits for select tabs identified in Part IV, Proposal Requirements, Section 03. Specifically, Tab 3 – Transmittal Letter, shall not exceed one (1) page; Tab 4 – Evaluation Criteria No. 1, shall not exceed fifteen (15) pages excluding resumes; Tab 5 – Evaluation Criteria No. 2, shall not exceed five (5) pages; and Tab 6 – Evaluation Criteria No. 3, shall not exceed twenty (20) pages, excluding Subcontractor Forms.
4	VI. EVALUATION PROCESS AND CRITERIA	VI.04	Can we submit project descriptions of contracts where we provided cost estimation for multiple task orders? Or do the project descriptions have to be for a specific project?	Offerors must submit experience demonstrating management of project(s) comparable in size, scope, and complexity of the Scope of Work as detailed in Attachment A of this RFP. Experience in cost estimating and/or cost validation services performed under multiple task orders may be submitted, provided the task orders collectively demonstrate the experience required by this RFP. Separate descriptions for individual task orders are not required when the task orders were performed under the same contract or are otherwise associated with the same project. Experience may include more than one project type (e.g. construction, compliance, operational), provided it is relevant and demonstrates the size, scope, complexity, and services required by this RFP. For purposes of evaluating the Offeror’s overall qualifications, the contract or project and its associated task orders must be presented collectively as a single project/contract. For purposes of evaluating Key Personnel qualifications, each task order completed by an individual may be counted separately, provided the proposal clearly identifies the individual’s role and relevant experience for each task order.

5	IX. GENERAL PROVISIONS	§IX. 14.A.	The CVS consultant cannot guarantee that the General Contractor performs its construction work in accordance with codes and regulations. Can the intent of this paragraph please be clarified.	See Addendum No. 1.
6	IX. GENERAL PROVISIONS	§IX.21.A.	Can you please clarify the intent of this paragraph. Is it intended to be a no damage for delay clause for the CVS consultant? Is it intended to be a waiver of consequential damages provision for the CVS consultant’s contract?	The intent is to establish that VRE will not be responsible for delays which are directly attributable to the CVS Consultant/Contractor, while also providing a mechanism for the CVS Consultant/Contractor to request, and for VRE to grant at its discretion, an extension of the time for performance.
7	IX. GENERAL PROVISIONS	§IX.27.A	Is this paragraph intended to imply that VRE will notify the CVS consultant of VRE’s total authorized funding for CVS services?	No. The provision is not intended to imply VRE will disclose or identify internal funding or other budgetary information beyond the authorized Contract amount. The provision establishes the funding authorized for performance under the Contract and requires the Contractor to monitor costs and provide notice when the authorized funding may be exceeded. Any increase to the authorized Contract amount is subject to VRE's authorization and approval, and shall be executed through a Contract modification.
8	IX. GENERAL PROVISIONS	§IX.36.A	Can this section’s wording be modified as follows?:A. 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 the Contract or arising out of 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 against claims, suits, actions, judgments, damages, losses, and liability, including costs, fees and expenses, to the extent caused by the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor’s Subcontractors, agents or employees in performance of the Contract. The aforesaid duty to defend shall not apply to the extent prohibited by § 11-4.4 VA. Code Ann.	No, not at this time. Exceptions to this General Provision will only be considered after qualified Offeror(s) have been ranked. After selection of the highest-ranked Offeror for negotiations, VRE will notify the firm that it may identify and submit any exceptions taken to the Special Provisions and General Provisions.
9	IX. GENERAL PROVISIONS	§ IX.48.B	The CVS consultant cannot ensure that the General Contractor performs its work in accordance with ADA requirements. Can the intent of this paragraph be clarified?	See Addendum No. 1. General Provision No. 48 is deleted in its entirety.
10	IX. GENERAL PROVISIONS	§IX.64.A	It does not appear that the RFP documents contain the documents listed in Paragraph 64 of the RFP. Can you please issue those documents.	For clarity, the Federal Transit Administration (FTA) terms are not included in the body of the RFP. The FTA terms are provided as a separate attachment to the RFP, “Attachment D – Federal Transit Administration (FTA) Third Party Contract Provisions”.
11	IX. GENERAL PROVISIONS	§IX.65	It does not appear that the RFP documents contain the documents listed in Paragraph 65 of the RFP. Can you please issue those documents?	A copy of the Master Agreement executed by and between VPRA and VRE is attached hereto.
12	X. INSURANCE	§X.01.A	Can the following language be added to the end of the noted paragraph?: “The limits required herein can be satisfied by any combination of primary and excess/umbrella policies.” Pages and Sections as noted below Can the wording be changed as follows?: -RFP Page 75 Section X.02.A - change “name” to “include” -RFP Page 75 Section X.02.B – change “name” to "include" -RFP Page 75 Section X.03.A - change "name" to "include" -RFP Page 76 Section X.03.B – change “name” to “include” -RFP Page 77 Section X.05, Item 13 – change first line to read “VRE and other agencies shall be included on the Commercial General and Automobile Liability Policy”	See Addendum No. 1.
13	Question Submitted During Pre-proposal meeting. Response given by Kristin, wanted to include in addendum		Can you share who the Design and GC firms are?	Vanasse Hangen Brustlin Inc. (VHB) is the Designer, with Skanska USA Civil Northeast Inc. providing pre-construction Construction Manager/General Contractor services for this project.

14			Will the awardee of this contract be conflicted out of future VRE design, alternate delivery, and/or construction management opportunities?	Award of this contract does not, by itself, automatically preclude the Contractor from competing for future VRE design, alternative delivery, or construction management procurements. However, participation in future procurements will be subject to VRE's Conflict of Interest provisions, the Virginia Public Procurement Act, all applicable State and Local Government Conflict of Interests provisions, and any applicable Federal Transit Administration (FTA) requirements. VRE will evaluate potential conflicts of interest on a case-by-case basis. Where VRE determines an actual or a perceived conflict of interest exists that cannot be avoided or mitigated, the Contractor's participation in a future procurement may then be restricted or prohibited.
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