VIRGINIA RAILWAY EXPRESS

REQUEST FOR PROPOSALS (RFP)

RFP No. 017-007

AUTOMATED PARKING COUNT SYSTEM

RFP Issued: May 5, 2017

Contact: Gerri Hill, Manager of Purchasing and Contract Administration
Virginia Railway Express, 1500 King Street, Suite 202, Alexandria, VA 22314
Main Office: (703) 684-1001  Direct/Fax: (703) 838-5427  Email: ghill@vre.org
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## PART I

### RFP INFORMATION

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SECTION A

PURPOSE/BACKGROUND

A.1 PURPOSE

The Virginia Railway Express (VRE) is soliciting Proposals to establish a Contract with one (1) qualified and experienced Contractor to furnish an automated on-line, real-time, fully integrated Parking Count System (PCS) to export all parking data to VRE’s current Microsoft SharePoint server.

A.2 VRE BACKGROUND

A. 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 RFP refers to NVTC and PRTC.

B. VRE began operations in 1992 and carries an average of approximately 19,000 weekday trips on two (2) lines. In January 2014, VRE’s Operations Board adopted System Plan 2040 which calls for expansion of service, requiring the addition of railcars, expansion of station and maintenance and storage facilities, as well as expanding operations to meet the goal of doubling ridership by 2040. VRE’s multi-prong program addresses short term growth needs, as well as longer term capacity improvements and investments in maintaining and servicing VRE’s equipment and facilities.

C. The primary mission of VRE is to provide commuter-oriented passenger rail service between outlying suburbs and the Washington-Arlington-Alexandria urban core. Some tourists and “day-trippers” also ride the trains. The service is heavily oriented towards that core area in the morning peak and in the opposite direction in the evening peak.
**SECTION B**

**PROCUREMENT SCHEDULE**

<table>
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<th>Event</th>
<th>Date</th>
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<tr>
<td>RFP Issued</td>
<td>May 5, 2017</td>
</tr>
<tr>
<td>Confirm Attendance at the Pre-Proposal Meeting and Site Visit (See Page 8)</td>
<td>May 12, 2017 at 11:00 A.M. EST</td>
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<td>Pre-Proposal Meeting (See Page 7)</td>
<td>May 15, 2017 at 11:00 A.M. EST</td>
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<tr>
<td>Site Visit (See Page 8)</td>
<td>May 15, 2017 at 12:00 P.M. EST</td>
</tr>
<tr>
<td>Submission of Written Questions (See Page 8)</td>
<td>May 18, 2017 at 11:00 A.M. EST</td>
</tr>
<tr>
<td>Proposals Due (Closing Date and Time) (See Page 55)</td>
<td>June 5, 2017 at 2:00 P.M. EST</td>
</tr>
<tr>
<td>Interviews (Optional) (See Page 59)</td>
<td>June 19, 2017 at 9:00 A.M. to 2:00 P.M. EST</td>
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Virginia Railway Express (VRE) reserves the right to make changes to this schedule. All such changes shall be made by an addendum to the solicitation. Offerors must frequently monitor VRE’s website at [www.vre.org](http://www.vre.org) for information concerning this solicitation, including any addenda or notices.
SECTION C

NOTICES FOR OFFERORS

C.1 VRE INCLEMENT WEATHER POLICY

In the event of inclement weather conditions, such as heavy snowfall, icy streets and sidewalks, flooding, earthquakes, tornadoes, and other natural disasters, which result in the cancellation of VRE service operation, 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 once VRE service resumes operation.

C.2 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.

C.3 PRE-PROPOSAL MEETING

A. An optional pre-proposal meeting to discuss the requirements of this solicitation will be held for prospective Offerors at the VRE Spotsylvania Station, located at 9442 Crossroads Parkway, Fredericksburg, VA 22408. The date and time is specified in SECTION B – PROCUREMENT SCHEDULE of this RFP.

B. In addition, a conference call will be conducted during the meeting to accommodate Offerors that are not located in the Washington, D.C. Metropolitan Area. Offerors shall dial (571) 429-3692 and enter 39062 to participate in the conference call.

C. Attendance at the pre-proposal meeting is limited to no more than two (2) representatives of each company.
C.4 SITE VISIT

A. Following the pre-proposal meeting, an optional site visit will be held at the VRE Spotsylvania Station, located at 9442 Crossroads Parkway, Fredericksburg, VA 22408. The date and time is specified in SECTION B – PROCUREMENT SCHEDULE of this RFP.

B. Offerors are encouraged to visit the site at this time in preparation of their Proposals. An Offeror’s failure to inspect the site shall not excuse non-performance arising out of or based on site conditions.

C. Attendance at the site visit is limited to no more than two (2) representatives of each company.

C.5 CONFIRM ATTENDANCE AT THE PRE-PROPOSAL MEETING AND SITE VISIT

Offerors must confirm their attendance at the pre-proposal meeting, as well as the site visit, by contacting Kristin Nutter at (703) 838-5441 or knutter@vre.org prior to the date and time specified in SECTION B – PROCUREMENT SCHEDULE of this RFP.

C.6 SUBMISSION OF WRITTEN QUESTIONS

A. Deadline: All questions and requests for clarifications 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 SECTION B – PROCUREMENT SCHEDULE of this RFP. Questions and clarifications requested after such time will not be answered unless VRE elects, in its sole discretion, to do so.

B. Format for Questions: Questions must be submitted in Microsoft Word format and include the related Section number and title.

C. VRE Points of Contact: Questions must be submitted in writing via electronic mail to the following persons:

Gerri Hill
Manager of Purchasing and Contract Administration
ghill@vre.org
Kristin Nutter
Senior Contract Specialist
knutter@vre.org

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 and responses will be posted on VRE’s website at [www.vre.org](http://www.vre.org).

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.
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SECTION D

SCOPE OF WORK

D.1 OVERVIEW

A. VRE seeks to procure a fully integrated automatic PCS solution to track parking space utilization data in select parking facilities throughout the VRE service area (Fredericksburg and Manassas), as well as to disseminate the current occupancy of the parking facilities to VRE administration users. The current VRE service area is shown below in Figure 1.

Figure 1: VRE System Map
B. All VRE stations are included in this Contract except for Union Station, L’Enfant, Crystal City, Alexandria and Franconia-Springfield.

C. The Contractor shall provide all labor, supervision, equipment, material, hosted software, training and transportation necessary to complete the Scope of Work to the satisfaction of VRE.

D. In the performance of this Contract, the Contractor shall comply with ATTACHMENT V.1 – GENERAL PROVISIONS and ATTACHMENT V.2 – GENERAL TERMS AND CONDITIONS FOR NON-PROFESSIONAL SERVICES (FOR SUPPLIES AND EQUIPMENT).

E. The Contractor shall perform all work in accordance with ATTACHMENT V.3 – TECHNICAL SPECIFICATIONS included herein.

D.2 GENERAL REQUIREMENTS

A. The PCS must provide the entire end-to-end solution necessary to produce an accurate count of the number of occupied and available parking spaces in the parking facilities to include, parking lots and garages, and shall detect, count, relay, compute and store the number of available spaces.

B. The PCS shall export all data to VRE’s current Microsoft SharePoint server. The requirements for the frequency of the data export are described in further detail in SECTION 1.4 – ACCURACY AND RELIABILITY of ATTACHMENT V.3 – TECHNICAL SPECIFICATIONS.

D.3 SPECIFIC REQUIREMENTS

A. The Contractor shall initially install a PCS at the parking facility that serves the VRE Spotsylvania Station on the Fredericksburg Line, located at 9442 Crossroads Parkway, Fredericksburg, VA 22408. The Spotsylvania Station shall serve as the Proof-of-Concept (POC) location for the Contractor. The layout of the POC location is included in ATTACHMENT V.4 – PROOF OF CONCEPT LOCATION DRAWINGS.

B. The Contractor shall subsequently provide all equipment, materials and training necessary for VRE to complete installation of the PCS at the thirteen (13) VRE stations to include the following:
1. Broad Run Station  
   10637 Piper Lane  
   Bristow, VA 20136

2. Manassas Station  
   9451 West Street  
   Manassas, VA 20110

3. Manassas Park Station  
   9300 Manassas Drive  
   Manassas Park, VA 20111

4. Burke Centre Station  
   10399 Premier Court  
   Burke, VA 22015

5. Rolling Road Station  
   9016 Burke Road  
   Burke, VA 22015

6. Backlick Road Station  
   6900 Hechinger Drive  
   Springfield, VA 22151

7. Fredericksburg Station  
   200 Lafayette Boulevard  
   Fredericksburg, VA 22401

8. Leeland Road Station  
   275 Leeland Road  
   Falmouth, VA 22405

9. Brooke Station  
   1721 Brooke Road  
   Stafford, VA 22554

10. Quantico Station  
    550 Railroad Avenue  
    Quantico, VA 22134

11. Rippon Station  
    15511 Farm Creek Drive  
    Woodbridge, VA 22191
12. Woodbridge Station  
    1040 Express Way  
    Woodbridge, VA 22191

13. Lorton Station  
    8990 Lorton Station Boulevard  
    Lorton, VA 22079

C. The Contractor shall deliver all equipment and material for the thirteen (13) VRE stations identified above in Paragraph B to the following location:

    VRE Crossroads Warehouse  
    9400 Crossroads Parkway  
    Fredericksburg, VA 22408

D. Delivery shall be made between the hours of 9:00 A.M. and 3:00 P.M. EST, Monday through Friday.

E. Figure 2 below identifies the number of parking spaces and type of parking facility for each of the thirteen (13) VRE stations, as well as the POC location. The column titled “Approx. Distance Between Lanes” outlines the distance in feet (+/- 10% variance) between the central entry/exit lane and the outermost lane where multiple lanes exist at relevant station locations. The Contractor shall refer to ATTACHMENT V.5 – VRE PARKING FACILITY PHOTOGRAPHS to determine distances between lanes.

F. The Contractor shall propose the project sequencing in a project schedule that achieves full implementation and acceptance of the PCS in accordance with the requirements specified herein this solicitation and commencing with the POC location.
### Figure 2: VRE Parking Facilities

<table>
<thead>
<tr>
<th>Line</th>
<th>Station</th>
<th>Facility Type</th>
<th>No. of Spaces*</th>
<th>No. of Entry Lanes</th>
<th>No. of Exit Lanes</th>
<th>Approx. Distance Between Lanes (±10% feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manassas</td>
<td>Broad Run</td>
<td>Surface Lot</td>
<td>1,081</td>
<td>2</td>
<td>2</td>
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<tr>
<td>Manassas</td>
<td>Garage</td>
<td></td>
<td>421</td>
<td>1</td>
<td>1</td>
<td>-</td>
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<tr>
<td>Manassas</td>
<td>Prince William Lot</td>
<td></td>
<td>279</td>
<td>3</td>
<td>3</td>
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<tr>
<td>Manassas Park</td>
<td>Surface Lot</td>
<td></td>
<td>616</td>
<td>1</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Burke Centre</td>
<td>Surface Lot</td>
<td></td>
<td>1,504</td>
<td>1</td>
<td>2</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Garage</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Rolling Road</td>
<td>Surface Lot</td>
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<td>377</td>
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<td>2</td>
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<tr>
<td>Backlick Road</td>
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<td>2</td>
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<tr>
<td>Fredericksburg</td>
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<td></td>
<td>Surface Lot 2</td>
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<tr>
<td>Leeland Road</td>
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<td>1,029</td>
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<td>2</td>
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<td>Gravel</td>
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<td>Garage</td>
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*Excludes street parking and certain lots outside the Scope of Work of this RFP.

**D.4 OPTIONAL POST-WARRANTY MAINTENANCE**

VRE may exercise the option for annual post-warranty maintenance. The Contractor may be required to provide post-warranty maintenance services for the PCS at the POC location, as well as each of the thirteen (13) VRE stations identified above in **SECTION D.3 – SPECIFIC REQUIREMENTS**. Post-warranty maintenance shall commence following completion of the warranty period as defined in **SECTION E.10 – WARRANTY OF MATERIALS AND WORKMANSHIP**.
SECTION E
SPECIAL TERMS AND CONDITIONS

E.1 TYPE OF CONTRACT

This is a firm-fixed price Contract.

E.2 CONTRACT COMPLETION (BENEFICIAL USE)

A. Within ninety (90) calendar days from the date set forth in the written Notice-To-Proceed (NTP), the Contractor shall provide to VRE, beneficial use of the POC location as specified by this Contract.

B. Within one hundred and twenty (120) calendar days from the date set forth in the written NTP, the Contractor shall provide to VRE, all equipment, materials and training necessary for VRE to begin installation of the PCS at the thirteen (13) designated VRE stations as specified by this Contract.

E.3 PROJECT ADMINISTRATION

The VRE Project Manager will be the point of contact for all aspects of the project.

E.4 CONFORMITY WITH SCOPE OF WORK/SPECIFICATIONS

All deviations from the scope of work, drawings, plans, and/or specifications shall be authorized in writing by VRE. No extra compensation for material or labor shall be allowed for work evidently necessary within the general intent of the scope of work and/or specifications.

E.5 SHIPMENT

A. Shipments shall be FOB destination, freight prepaid and allowed.
B. Any damage incurred in shipping the equipment and material to VRE is the sole responsibility of the Contractor.

C. If VRE requests more expedited shipping, the Contractor shall bill the associated cost in its invoice, otherwise the quoted price shall control.

D. A written shipping release shall be obtained from VRE before shipping equipment and material to VRE’s warehouse.

E. With each shipment to VRE, the Contractor shall prepare its own packing list documenting the equipment and material by part number and serial number. Upon delivery of the equipment and material, a VRE representative must sign the packing list, which must accompany all invoices.

E.6 PRIME CONTRACTOR RESPONSIBILITIES

A. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all Subcontractors that it may utilize, using the required skill and attention. Subcontractors who perform work under this Contract shall be responsible to the Prime Contractor.

B. During the period of performance, 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 Manager may request an updated list of personnel.

C. The Contractor agrees that it is fully responsible for the acts and omissions of its Subcontractors and of persons employed by the Subcontractor as it is for the acts and omissions of its own employees.

D. The VRE Project Manager shall coordinate the work on this Contract with VRE’s ongoing operations and other activities performed by VRE or other Contractors.

E.7 SUBCONTRACTING

A. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall submit with the Proposal, a list of the Subcontractors anticipated to be utilized during the course of the Contract and their required certifications, qualifications, experience, project assignment and contact information.
B. During the period of performance, the Contractor shall not substitute Subcontractors and/or the Subcontractors’ key personnel without the prior written approval of VRE. Any new Subcontractors must be identified as per Paragraph A above. The Contractor shall provide VRE with information as to the circumstances necessitating the proposed change and other information as requested.

C. Proposed substitutions must have comparable qualifications and experience to those being replaced. VRE will notify in writing 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.

D. 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.

E. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the Contract.

F. The volume of work performed by the Subcontractor(s) shall not exceed forty-nine percent (49%) of the total Contract value.

E.8 LITIGATION AND NOTIFICATION

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

A. The Contractor is served with a notice of violation of any law, regulation permit or license which relates to this Contract;

B. Proceedings are commenced which could lead to revocation of related permits or licenses;

C. Permits, licenses or other Government authorizations relating to this Contract are revoked;

D. Litigation is commenced in which the Contractor is a named party who is otherwise a provider of indirect services or products under this Contract; or
E. The Contractor becomes aware their equipment or facilities or actions are not in compliance or may fail to comply in the future with applicable laws or regulations.

E.9 **REGULATORY COMPLIANCE WITH LAWS AND PERMITS**

The Contractor agrees it shall comply with all applicable Federal, State and Local regulations. In addition to the requirements described in the preceding Sections, any additional regulatory compliance required by the United States Department of Transportation, Federal Transit Administration (FTA) and/or related State and Local Laws, Rules and Regulations shall be complied with.

E.10 **WARRANTY OF MATERIALS AND WORKMANSHIP**

A. The Contractor shall guarantee the work and materials covered by this Contract, including all PCS components, parts, materials, software, etc., to be free of defective workmanship and material for one (1) year from Final System Acceptance. The Contractor at no expense to VRE shall correct all defects covered by the guarantee.

B. If any portion of the work performed, replacement parts, or rehabilitated parts furnished by the Contractor proves 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).

C. The Contractor shall, within ten (10) working days of receipt of components that are the subject of a warranty claim, deliver repaired and/or replacement parts. Prior authorization from VRE is required for a return exceeding ten (10) working days.

D. All defective parts returned to the Contractor for repair or replacement shall be shipped at the Contractor’s expense.

E. Should warranty work require the removal and shipment of the affected parts, all removal and reinstallation costs shall be at the Contractor’s expense.

F. Any material or labor applied by the Contractor to correct warranted defects to the affected equipment or associated controls shall be warranted for the remaining portion of the warranty or one (1) year, whichever is longer.
G. The Contractor shall supply a failure analysis for any warranty failure, unless the requirement is waived in writing by VRE.

H. The Contractor shall pay for all costs associated with the PCS before Final System Acceptance. Such costs include parts, labor, maintenance, software support, warranty repairs and the Contractor’s travel time. Costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by VRE or the public are excluded as a warranty item.

I. New and/or spare PCS components purchased from the Contractor shall be warrantied for a period of one (1) year.

E.11 QUALITY ASSURANCE

Any part which fails to meet any of the requirements in the Scope of Work and/or Technical Specifications shall be subject to rejection and shall be replaced free of charge by the Contractor, if so directed by the VRE Project Manager.

E.12 NEW MATERIALS

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

E.13 SUBSTITUTIONS

A. The Contract is based on the materials, equipment and methods described in the Contract documents that will allow for compliance to all Federal, State, and Local rules and regulations. No substitutions or cancellations shall be permitted after award 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.
B. 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.

E.14 DELAYS

A. When delay occurs due to reasonable causes beyond the control of the Contractor, including but not limited to, acts of God, acts of government or any governmental agency, war or war conditions, riot or civil conditions, sabotage, strikes, lockouts, accident, fire, flood, typhoons, hurricanes, explosion, damage to equipment, or facilities, the time for performance and completion of work may be adjusted and extended as required to accommodate those delays and their effect.

B. Upon written receipt of a request and justification for an extension from the Contractor, the VRE Contracting Officer may extend the time for performance of the Contract or delivery of work herein specified at the VRE Contracting Officer’s sole discretion.

C. The Contractor shall use reasonable diligence to remove or overcome any such causes as expeditiously as possible.

E.15 LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are “Hazardous Substances” as defined by Title 15 of the United States Code (U.S.C.) §1261 or “Pesticides” as defined in §136 of Title 7 of the United States Code, then the Offeror, by submitting its Proposal, 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 that by delivering the items or products the Offeror does not violate any of the prohibitions of Title 15 U.S.C. §1261 or Title 7 U.S.C. §136.

E.16 HAZARDOUS MATERIALS

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance on-site, the Contractor shall stop work in the affected area and report the condition to VRE in writing.
E.17 **DELIVERY FAILURES**

Should the Contractor fail to deliver work or products at the specified time, or within a reasonable period of time thereafter, as determined by VRE, or should the Contractor fail to make timely replacement of rejected items when so requested, VRE may purchase items of comparable quality in the open market to replace the rejected or undelivered items. The Contractor shall reimburse VRE for all costs above the Contract price when purchases are made in the open market.

E.18 **PERSONNEL**

The Contractor shall assign a single point of contact who must be available between the hours of 8:00 A.M. and 5:00 P.M. EST, Monday through Friday, to address any critical issues that arise. The point of contact and all other persons assigned to perform work on this Contract must be approved by VRE.

E.19 **IN-PLANT INSPECTION COSTS**

A. VRE shall provide such inspection personnel deemed necessary at the Contractor’s facility and at any lower tier supplier considered essential to the successful completion of the work. VRE inspection personnel shall not be considered part of the Contractor’s inspection process and will not be responsible for ensuring acceptable workmanship.

B. VRE inspection personnel shall be permitted to inspect relevant Contractor and second tier supplier records and documents upon request. VRE inspectors shall have access to the Contractor’s and lower tier suppliers’ facilities at any time when VRE equipment is present.

C. The cost of VRE inspection personnel will be the responsibility of VRE, and no provision for these costs shall be included in the Contractor’s Proposal.

E.20 **WORK AUTHORIZATION**

VRE shall not accept any responsibility for work or services for which there is no specific written authorization.
E.21  **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 the plans and specifications in a professional, high quality standard. Authorized representatives or agents of VRE, may, during normal office hours, review and inspect the project activities, data, reports/studies, drawings, specifications, estimates, and computations of the Contractor or Subcontractor at their offices. Any imperfect work or materials that may be discovered before the final acceptance of the work, shall be corrected or replaced immediately on the requirements of VRE or its representative, notwithstanding that it may have been previously overlooked by the proper inspector.

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 compensation. It is not the duty of the inspector to layout any work for the Contractor.

E.22  **WORK SITE DAMAGES**

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

E.23  **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 this Contract is based on such investigation and research in addition to the estimate of the quantities or other information presented herein.

E.24  **SAFETY RULES AND SECURITY AT VRE’S RAILROAD FACILITIES**

A. In the performance of this Contract, the Contractor shall comply with ATTACHMENT V.6 – **VRE SAFETY AND SECURITY GUIDELINES** included in this solicitation. In an emergency, the
Contractor shall act at its discretion to prevent threatened damage, injury or loss.

B. 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.

C. Prior to the start of work, the Contractor shall prepare a safety and security plan and submit it to VRE for review and approval within ten (10) calendar days from the date set forth in the written Notice-To-Proceed.

D. The Contractor and all its employees performing work on this Contract must complete the online Contractor safety training provided by VRE at http://www.vre.org/safety/safety-initiatives/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.
# Part III

**General Information, Instructions and Conditions for Offerors**

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SECTION F

GENERAL INFORMATION ABOUT THE RFP

F.1 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.

F.2 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.

F.3 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) 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.

F.4 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.
F.5  WAIVER OF INFORMALITIES

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

F.6  DISPOSITION OF PROPOSALS

Offerors’ Proposals will not be returned. VRE will retain the original Proposal for the contract file and destroy the remaining copies.
SECTION G

GENERAL INSTRUCTIONS FOR OFFERORS

G.1 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, the specifications, or related documents or addenda thereto.

B. Oral explanations or instructions given before the award of the Contract will not be binding.

G.2 CLARIFICATION OF TERMS

If an Offeror has questions about the specifications or other solicitation documents, the Offeror should contact the VRE Manager of Purchasing and Contract Administration whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by addendum issued by the VRE.

G.3 WITHDRAWAL OF PROPOSAL PRIOR TO CLOSING DATE

Proposals may be withdrawn by written notice from the Offeror to the VRE Manager of Purchasing and Contract Administration, prior to the RFP closing date and time. The withdrawal shall be made by the person signing the Proposal or by any individual(s) 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.

G.4 LATE PROPOSALS

Proposals received after the Proposal closing date and time shall not be considered. Late Proposals will be returned to the Offeror UNOPENED, if the solicitation number, closing date and Offeror’s return address is shown on the package.
G.5 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 Manager of Purchasing and Contract Administration. 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. No Offeror who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor 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. An Offeror may withdraw its Proposal from consideration if the price/cost Proposal was substantially lower than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Proposal sought to be withdrawn.

D. 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 shall notify the Offeror in writing stating the reasons for its decision and award the Contract to such Offeror at the proposed price, provided such Offeror is a responsible and responsive Offeror.

G.6 TRADE SECRETS OR PROPRIETARY INFORMATION

A. Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction submitted pursuant to Code of Virginia, subsection B of §2.2-4317 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 reasons why protection is necessary.

C. Except for the foregoing limitation, VRE may duplicate, use, and disclose in any manner 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 the Proposals.
SECTION H

GENERAL CONDITIONS FOR OFFERORS

H.1  DEBARMENT STATUS

By submitting a Proposal, the Offeror certifies that it is not currently debarred from submitting Proposals on contracts by any agency of the Commonwealth of Virginia or the U.S. 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. Government.

H.2  PROPOSAL ACCEPTANCE PERIOD

The Proposal and any modification thereof shall be binding upon the Offeror for one hundred and twenty (120) calendar days following the Proposal closing date. Any Proposal in which the Offeror shortens the acceptance period shall be rejected, although the acceptance period may be extended by mutual agreement between VRE and the Offeror. At the end of the Proposal acceptance period, the Offeror may withdraw its Proposal by giving written notice to VRE.

H.3  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.

H.4 OBLIGATION OF CONTRACTOR

By submitting a Proposal, the Contractor 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.

H.5 ADDITIONAL INFORMATION

VRE reserves the right to ask any Contractor to clarify its offer.

H.6 QUALIFICATION OF OFFERORS

VRE may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the item(s) required in the performance of this Contract. The Offeror shall furnish to 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.

H.7 SINGLE PROPOSAL

If a single conforming Proposal is received, a price and/or cost analysis of the Proposal shall be made by VRE. A price analysis is the process of examining and evaluating a prospective price without evaluation of the separate cost element. It should be recognized that a price analysis through comparison to other similar contracts shall be based on an established or competitive price of the elements used in the comparison. The comparison shall be made to the cost of similar projects and involve similar specifications.
H.8 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 firm prior to award to satisfy questions regarding the Offeror’s capabilities.

H.9 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.

H.10 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 Contractor whose offer is the most responsible and responsive and whose Proposal best meets the requirements and criteria set forth in the solicitation.

H.11 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 Manager of Purchasing and Contract Administration 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. The Federal Transit Administration (FTA) will only review protests regarding the alleged failure of VRE to have written protest procedures or to follow those procedures. 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. Further details regarding this process may be found in the FTA Circular 4220.1F, Chapter 7.

H.12 BUY AMERICA PROVISION

A. This solicitation and the resulting Contract are subject to the Buy America requirements of 49 U.S.C. §5323(j) and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661. As a matter of responsiveness, these regulations require the Offeror to submit with its Proposal a completed certification in accordance with Part 661.6 or 661.12, as appropriate. This certification is set forth in ATTACHMENT V.7 – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS/BIDDERS included in this solicitation.

B. The Offeror agrees to comply with 49 U.S.C. §5323(j), FTA’s Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to this Contract and any subcontracts. Buy America requirements apply to contracts valued at greater than $150,000.
PART IV

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES AND SMALL BUSINESS CONCERNS

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SECTION I

DISADVANTAGED BUSINESS ENTERPRISES POLICY

I.1 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. VRE is committed to an active effort to involve Disadvantaged Business Enterprises (DBE) in contracting opportunities and encourages participation in procurement activities. Where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, the prospective Contractor is encouraged to offer such business to minority and/or women-owned businesses.

B. Disadvantaged Business Enterprises or DBE means a for-profit small business concern:

1. That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

C. Offerors must state any plans to utilize such businesses and the manner in which they may be utilized under the resultant Contract.

I.2 DBE CERTIFICATION

A. All DBEs proposed must be certified by one of the following:

1. U.S. Department of Transportation (DOT);

2. Another Federal agency using essentially the same definition and ownership and control criteria as DOT;

3. Another recipient of DOT funds;

4. Washington Metropolitan Area Transit Authority;
5. Virginia Department of Minority Business Enterprise; or


B. Each prospective Contractor is required to submit to VRE along with the Proposal, the Disadvantaged Business Enterprise (DBE) form in ATTACHMENT V.7 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS/BIDDERS included in this solicitation. The DBE certification must be attached to the DBE statement. This submission does not necessarily require the prospective Contractor to utilize DBEs in the performance of the Contract.

C. If the prospective Contractor is not itself, nor plans to utilize an authorized DBE, the prospective Contractor shall write "NO DBEs" on the DBE Form and submit the form.

D. The prospective Contractor and its Subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have a level playing field on which DBE’s can compete fairly and participate fully in contracts and subcontracts financed in whole or in part with Federal funds provided under Contract. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have a level playing field to compete for and perform contracts.

E. The prospective Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. Failure by the Contractor and its Subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as VRE deems appropriate.

F. The prospective Contractor will be required to submit a schedule of DBE use and payments made to DBE’s on a biannual basis as determined by VRE. The Contractor is required to maintain records and documents of payments to DBE’s for three years following the performance of the Contract and will make these records available to VRE upon request.

G. The prospective Contractor, its agents, employees, assignees or successors, any persons, firms, or agency of whatever nature with whom it may contract or make agreement, in connection with the Contract shall cooperate with VRE in meeting its commitment and goals with regard to the creation of a level playing field of disadvantaged business enterprises. The prospective Contractor shall use best efforts to ensure that disadvantaged business enterprises shall have a level playing field to compete for subcontract work under this Contract. Reference: Federal Regulations Sec. 49 CFR Part 26.49.
SECTION J

SMALL BUSINESS CONCERNS POLICY

J.1  GENERAL

A. It is the policy of VRE that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by VRE, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems.

B. It is further the policy of the VRE that its Prime Contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

C. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Federal Transit Administration or VRE as may be necessary to determine the extent of the Contractor’s compliance with this clause.

D. Definitions as used in this Contract:

1. “HUBZone small business concern” means a small business concern:

   That appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

2. “Service-disabled veteran-owned business concern” means a small business concerns:

   a. Not less than fifty-one percent (51%) of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one percent (51%) of the stock of which is owned by one or more service-disabled veterans.
b. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

c. “Service-disabled veteran means:

A veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

d. “Small business concern” means:

A small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

3. “Small disadvantaged business concern” means a small business concern that represents, as part of its offer that:

a. It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

b. No material change in disadvantaged ownership and control has occurred since its certification;

c. Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

d. It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

4. “Veteran-owned small business concern” means a small business concern:

a. Not less than fifty-one percent (51%) of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publically owned business, not less than fifty-one percent (51%) of the stock of which is owned by one or more veterans; and

b. The management and daily business operations of which are controlled by one or more veterans.
5. “Women-owned small business concern” means a small business concern:

a. That is at least fifty-one percent (51%) owned by one or more women, or, in the case of any publically owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more women; and

b. Whose management and daily business operations are controlled by one or more women.

E. The Contractors acting in good faith may rely on written representations by their Subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.
## PART V

### PROPOSAL REQUIREMENTS

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SECTION K

PROPOSAL CONTENT

K.1 GENERAL REQUIREMENTS

A. The requirements included in this Section are purposely established to facilitate an objective, timely and efficient evaluation by VRE. The Offeror is advised to ensure that their Proposal is in compliance with all such requirements.

B. Proposals shall include all of 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 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 are to 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 company 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 are to submit Proposals that present the Offeror’s qualifications and understanding of the overall work to be performed. Offerors are directed to SECTION N.3 – EVALUATION 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.
I. The Proposal must be submitted in a binder separated with the respective numbered and titled tabs and include the following written documentation:

**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 company, local address, if any; name, title, address, email address, telephone and fax numbers of the contact person and the company officer responsible for ascertaining the correctness of the Proposal.

**TAB 3 Transmittal Letter (Maximum 2 pages):** Submit a transmittal letter dated and signed by a company officer authorized to bind the company(ies) or entity in a Contract. Failure to manually 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; and
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 Narrative (Plan to Perform the Scope of Work):** Describe the capability to perform the work required and familiarity with the methods needed for proper performance of the Contract; cover all of the requirements in the RFP; submit additional information to enable VRE to ascertain how the Proposal will meet the requirements contained herein; and describe in detail the capability to meet each of the following objectives:

a. Understanding and acceptance of the Scope of Work and RFP requirements; and
b. Plan to meet the Scope of Work requirements.

*Each objective above shall be conspicuously identified and described on a separate page.*
TAB 5  **Capability and Expertise of the Proposed Company:** Describe in concise detail the capability, expertise and past experience of the Offeror and proposed Subcontractor(s), if applicable, to include the following:

a. Qualification data for manufacturers, providers and installers of each primary component of the PCS; and

b. For the three (3) most recently installed and completed projects that are similar in magnitude, complexity and dollar value and which have been in operation for more than one (1) year, provide the following:
   
   1. Title of the project, location (City, State), and owner;
   
   2. Point of contact, to include telephone number and email address;
   
   3. Date of installation and the number of lanes in the facility; and
   
   4. Type and quantity of equipment installed.

   *Each objective above shall be conspicuously identified and described on a separate page.*

TAB 6  **Knowledge and Qualifications of the Proposed Project Manager:**

Complete the form in **EXHIBIT U.1 – RESUME SUMMARY FOR PROPOSED KEY PERSONNEL** included herein; provide a resume and furnish a summary of the knowledge and qualifications of the proposed Project Manager to perform the work described in the Scope of Work to include the following:

a. Evidence of a minimum of three (3) years of experience in a project management role on similar projects; and

b. Applicable technical skills and other experience relevant to the proposed project tasks.

*Each objective above shall be conspicuously identified and described on a separate page.*
**TAB 7**  
**Resumes for Proposed Key Personnel:** Complete the form in **EXHIBIT U.1 – RESUME SUMMARY FOR PROPOSED KEY PERSONNEL** included herein and furnish complete and concise resumes and include recent experience within the past ten (10) years that is most directly relevant to the task responsibility to which the individual will be assigned. **Resumes must include dates** (e.g., dates of education, experience, employment, etc.).

**TAB 8**  
**Proposed Technical Solution:** Furnish product data, to include the following information:

a. Cut sheets for the PCS equipment and components as outlined in the Technical Specifications that include the following:

1. Equipment dimensions;
2. Equipment mounting requirements, including proposed mounting height for sensors and indicators;
3. Power requirements and load;
4. Communication requirements;
5. Operating temperature ranges; and

b. Software applications and versions;

c. Manufacturer recommended maintenance procedures;

d. Sample dashboards, to include views of PCS dashboards; and

e. Sample reports, to include standard reports with full report descriptions, selectable data fields, and report layouts for all standard reports.

*Each objective above shall be conspicuously identified and described on a separate page.*
**TAB 9**  **Baseline Project Schedule:** Furnish a baseline project schedule, to include the following:

a. Milestone dates;

b. List of task start and completion dates;

c. Associated deliverables for all tasks and milestones;

d. Associated travel, to include the number of site visits;

e. Phasing for each task, to include installation of field devices, performance of acceptance testing, and activation for public use; and

f. Training schedule relative to system activation.

*Each objective above shall be conspicuously identified and described on a separate page.*

**TAB 10**  **Implementation, Training and Testing Plan:** Furnish a complete plan to include the following:

a. Description of the web service and how it operates;

b. Description of the Application Programming Interface (API), to include examples of how the Offeror’s API tool set has been deployed, as well as a copy of published API documentation;

c. Description of anticipated hardware maintenance of the PCS;

d. Description of the system features used to provide accurate counts, to include the method by which accuracy is measured;

e. Description of how the PCS system differentiates a vehicle from other non-vehicles (such as, pedestrians and bicycles); and
f. Drawing of the POC location entry and exit lanes showing dimensions and placement of the vehicle detectors and other PCS equipment. If traffic lane delineators are required for the POC location, the drawing shall include the number, type, dimensions and placement of the delineators.

_Each objective above shall be conspicuously identified and described on a separate page._

**TAB 11 References (Past and Present Experience):** Identify three (3) clients for whom comparable work has been done by the Offeror in the past five (5) years or is currently being performed; complete the form in **EXHIBIT U.2 – REFERENCES** included herein. If applicable, the following information must be provided:

a. Information on contracts performed by each of the Offeror’s Subcontractors that are considered most relevant in demonstrating their ability to support the Offeror in the effort, including rationale supporting the Offeror’s assertion of relevance. At VRE’s direction, any proposed Subcontractor(s) identified by the Offeror may be contacted for the purposes of determining the responsibility of the Offeror.

b. A list of contracts within the past five (5) years, if any, on which failure to complete the work within the specified time frame resulted either in the assessment of liquidated damages, penalties or contract termination.

**TAB 12 Subcontractors:** Identify any Subcontractors and the type of work anticipated to be performed on the Contract; complete the form in **EXHIBIT U.3 – SUBCONTRACTORS** included herein.

a. During the Contract performance, **ALL** Subcontractors shall be approved in advance by VRE. VRE reserves the right to request from the Offeror during the solicitation process and any time during Contract performance, additional information about a Subcontractor proposed by the Offeror/Contractor, that VRE deems necessary to evaluate the qualifications for the Subcontractor.
b. The Offeror shall ensure lower-tier Subcontractors in support of this solicitation are in compliance with the certifications included herein, including the insurance coverage described in this solicitation and all requirements to Federal and State procurement regulations referenced herein.

**TAB 13 Exceptions to the Solicitation:** State whether the Scope of Work/Services and/or Technical Specifications, Special Terms and Conditions, General Provisions and General Terms and Conditions 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, cost, 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 so state.*

**TAB 14 Acknowledge Receipt of Addenda Issued:** Include a signed acknowledgement of receipt of all addenda issued to this solicitation.

**TAB 15 Representations and Certifications:** Complete and sign the forms in ATTACHMENT V.7 – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS/BIDDERS included herein.

**TAB 16 Financial Statements:** Submit one (1) CD/DVD or USB memory device, containing one (1) continuous electronic copy of the financial statements in PDF, separate from the Proposal CD/DVD or USB memory device. The electronic copy shall be labeled appropriately with the RFP number and title, company’s name and date. *A hard copy is not required.* Due to the sensitive nature of the financial statements, the CD/DVD or USB memory device may be enclosed in a separate envelope addressed to VRE’s Chief Financial Officer and included in the Proposal package. The financial information will remain confidential and be discarded upon completion of the financial analysis.
1. Offerors shall 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

2. These statements (a through d) shall be certified indicating disclosure of all facts that could impair or affect the statements presented.

3. The term “certified” is defined to mean that an officer of the company 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.

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

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

5. 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.”

6. 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.
SECTION L
COST INFORMATION

L.1 GENERAL REQUIREMENTS

Offerors are strongly encouraged to read this section carefully.

A. The cost information must be submitted in ATTACHMENT V.8 – COST PROPOSAL AND SCHEDULE OF COSTS included herein. Offerors shall attach additional sheets to itemize the prices provided in the cost proposal.

B. Offerors shall specifically provide further details of explanations or exceptions recorded on the schedule of costs, to include the following:

1. Number of labor hours required for installation (POC location only) and project management, as well as the corresponding hourly rates;

2. Quantity of vehicle detectors, vehicle detector data transmitters, solar-powered cellular communication devices and PCS hosted software required for each station, as well as the corresponding unit price for each item; and

3. Itemized list of the required spare parts and the associated cost for each spare part in accordance with SECTION 2.5 – SPARE PARTS of ATTACHMENT V.3 – TECHNICAL SPECIFICATIONS.

C. Failure to provide complete cost information may result in the Proposal being deemed non-responsive and removed from further consideration.

D. All cost data shall be quoted in U.S. Dollars.

E. Unless indicated otherwise, each Offeror’s prices shall be inclusive of all costs and shall include full compensation for all taxes, fees, labor, materials, equipment, tools, travel, transportation, insurance, bonds, permits, overhead and profit, etc. necessary to complete the work in conformance with the Contract and to the satisfaction of VRE.

F. Extra charges will not be allowed unless prior approval is received from the VRE Project Manager in writing.

G. No erasures or other handwritten changes may appear on the Schedule of Costs.

H. The Cost Proposal must be signed in ink.
I. All cost proposal information must be marked and packaged in a separate sealed envelope from the Technical Proposal and properly marked as stated in SECTION M.1.

L.2 COST CERTIFICATION

A. The Offeror agrees to provide the work/services specified herein, in compliance with the Scope of Work and/or Technical Specifications and other terms and conditions in this Request for Proposals, at the cost provided in the Cost Proposal.

B. A representative duly authorized to bind the company must complete and sign the cost certification.
SECTION M

SUBMISSION OF PROPOSAL

M.1 PROPOSAL ORGANIZATION

A. **Packaging:** Offerors shall submit two (2) Proposals - the Technical Proposal, Volume 1 and the Cost Proposal, Volume 2, physically broken into two (2) separate parts. Each part shall be distinct and complete in and of itself so that evaluation of one (or any portion thereof) may be accomplished independently of evaluation of the other.

B. **Binding:** Each volume of the Proposal shall be separately bound in a loose-leaf, three-ring binder. Elaborate format and binding are neither necessary nor desirable. All binders must be capable of lying flat when opened.

C. **Cover:** The cover must be titled “Technical Proposal, Volume 1” and “Cost Proposal, Volume 2” and clearly identify the Offeror’s name, RFP number, RFP title and copy number (e.g. copy 1 of 4). The original for each volume shall be conspicuously marked “ORIGINAL” and the copies shall be conspicuously marked “COPY.”

D. **Tabs:** Tabs must be included in the Technical Proposal and identify the respective numbers and titles outlined in SECTION K – PROPOSAL CONTENT.

M.2 PROPOSAL FORMAT

A. **Text:** The 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.

B. **Page Limit:** Technical Proposal information for Tabs 1 through 10 must not exceed one hundred (100) pages. This mandatory limit will assist in the evaluation of each Proposal. If the page limit is exceeded, the pages in excess of the limit may be removed and not evaluated.

C. **Page limit includes** all appendices, charts, graphs, diagrams, tables, photographs, drawings, etc. and submission requirements, including the information required in Tabs 1 through 10.
D. **Page**: A page shall be:

1. 8-1/2” x 11” sheet of paper (minimum of ½” margins);

2. 11” x 17” sheet of paper for a foldout only such as illustrations, charts, appendices, graphs, drawings, photographs, diagrams and tables and shall count towards one (1) page;

3. Printed on one-side only; and

4. White or ivory stock background color.

**M.3 HARD COPY**

A. Offerors shall submit one (1) signed original and four (4) copies of the “Technical Proposal, Volume 1” in one (1) sealed package separate from the Cost Proposal.

B. Offerors shall submit one (1) signed original and four (4) copies of the “Cost Proposal, Volume 2” in one (1) sealed package separate from the Technical Proposal.

C. Failure to physically separate the Technical and Cost Proposals may cause the Offeror to be disqualified.

**M.4 ELECTRONIC COPY**

Offerors shall submit one (1) CD/DVD or USB memory device, containing one (1) continuous electronic copy of the “Technical Proposal and Cost Proposal” package in PDF. The electronic copy shall be labeled appropriately with the RFP number and title, company’s name and date.

**M.5 IDENTIFICATION OF PROPOSAL PACKAGE**

A. The Cost Proposal shall be **clearly marked** in a sealed package **separate** from the Technical Proposal, which shall also be clearly marked in a sealed package, but **concurrently** in a sealed package conspicuously marked.
B. It is imperative that the label shown below is filled in and pasted on the lower left corner of the sealed package conspicuously identified.

<table>
<thead>
<tr>
<th>SEALLED PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>IN RESPONSE TO:</td>
</tr>
<tr>
<td>RFP No.: 017-007</td>
</tr>
<tr>
<td>Title: Automated Parking Count System</td>
</tr>
<tr>
<td>Proposals Due Date:</td>
</tr>
<tr>
<td>Time: 2:00 P.M. EST</td>
</tr>
<tr>
<td>Name of Offeror:</td>
</tr>
<tr>
<td>Address of Offeror:</td>
</tr>
</tbody>
</table>

C. Failure to properly identify the Proposal package may result in the premature opening of or a failure to open such Proposal, which may result in the disqualification of the Proposal.

M.6 HAND DELIVERY OR MAILING OF PROPOSALS

A. Offerors shall deliver or mail Proposals to:

Gerri Hill
Manager of Purchasing and Contract Administration
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314

B. A Proposal may be mailed, delivered by private courier, express mail or delivered in person to VRE in Alexandria, VA prior to the Proposal closing date and time, between 9:00 A.M. and 5:00 P.M. EST, Monday through Friday, on days that VRE service is operated.

C. It is the responsibility of the Offeror to assure that its Proposal is delivered to the place designated for receipt of Proposals on or before the day and time set for receipt of Proposals.

D. Proposals will be time stamped by VRE’s official time clock at the receptionist’s desk in the foyer.

E. Electronic, facsimile or verbal Proposals shall not be accepted.

F. Proposals shall be kept unopened until after the closing date and time.
M.7 PROPOSALS DUE (CLOSING DATE)

Proposals must be received by VRE at 2:00 P.M. EST on the date specified in SECTION B – PROCUREMENT SCHEDULE of this RFP. Proposals received after the Proposal closing date and time will not be considered.
PART VI

EVALUATION OF PROPOSALS, CONTRACT AWARD AND CONTRACT EXECUTION

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>Evaluation of Proposals</td>
</tr>
<tr>
<td>O</td>
<td>Contract Award</td>
</tr>
<tr>
<td>P</td>
<td>Contract Execution</td>
</tr>
</tbody>
</table>
SECTION N

EVALUATION OF PROPOSALS

N.1 GENERAL

Proposals will be evaluated based on the evaluation criteria as stated 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.

N.2 SCORING METHODOLOGY

The Technical Evaluation Team will review and evaluate the Proposals using the following scale:

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

The following criteria and weighting scheme will be utilized to evaluate Proposals:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Weight</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Understanding of the project scope and technical requirements.</td>
<td>10</td>
<td>10</td>
<td>100</td>
</tr>
<tr>
<td>B. Plan to meet the requirements of the Scope of Work.</td>
<td>10</td>
<td>10</td>
<td>100</td>
</tr>
<tr>
<td>C. Capability and expertise of the proposed company(ies).</td>
<td>10</td>
<td>15</td>
<td>150</td>
</tr>
<tr>
<td>D. Knowledge and qualifications of the proposed Project Manager and key personnel.</td>
<td>10</td>
<td>10</td>
<td>100</td>
</tr>
<tr>
<td>E. Proposed technical solution.</td>
<td>10</td>
<td>40</td>
<td>400</td>
</tr>
<tr>
<td>F. Cost for services.</td>
<td>10</td>
<td>15</td>
<td>150</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>1000</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION O

CONTRACT AWARD

O.1 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).

O.2 AWARD SELECTION

A Technical Evaluation Team (TET) will review the Proposals using written score sheets. Offerors will be in ranked order according to the scores of the TET. Selection shall be made of one (1) Offeror deemed to be the best for the project on the basis of the evaluation factors.

O.3 INTERVIEWS (OPTIONAL)

A. As the TET may require a personal interview with the highest ranked Offerors, the date and time specified in SECTION B – PROCUREMENT SCHEDULE of this RFP shall be reserved for possible interviews. Interviews will be held at the VRE Offices, 1500 King Street, Suite 202, Alexandria, Virginia 22314.

B. The interview will provide an opportunity for the Offeror to clarify their Proposal in response to questions from the TET. This is a fact-finding and explanation session only and does not include negotiations. As interviews are optional for VRE, Offerors must treat their Proposals as a final product.

O.4 NEGOTIATIONS

A. 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 price and agreement on the Contract terms. Price shall be considered, but need not be the sole or primary determining factor.
C. Following negotiations, VRE will request each of the selected Offerors to submit a binding Cost Proposal.

O.5 AWARD DOCUMENTS

The award document will be a Contract incorporating by reference the Request for Proposals, General Provisions, General Terms and Conditions, Scope of Work/Services and/or Technical Specifications, and the Contractor’s Proposal as negotiated.

O.6 NOTICE OF INTENT TO AWARD

In addition to any verbal notice that VRE may make to Offerors, Proposal results will be posted on VRE’s website at www.vre.org. VRE will post the “Notice of Intent to Award” on its website for a minimum of ten (10) calendar days. The “Notice of Intent to Award” shall not be construed as a “Notice-To-Proceed (NTP).”

O.7 NOTICE OF AWARD

A “Notice of Award” will be posted on VRE’s website at www.vre.org. The successful Offeror will be notified in writing by VRE.
P.1 CONTRACT DOCUMENTS

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

1. Signed Contract
2. Payment Bond or Irrevocable Letters of Credit (if applicable)
3. Insurance Certificates
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.

P.2 FAILURE TO EXECUTE CONTRACT

Should the successful Offeror fail to execute the Contract within ten (10) calendar days after receipt and submit the required bond and Insurance Certificates, 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.

P.3 NOTICE-TO-PROCEED (NTP)

A “Notice-To-Proceed” (NTP) will be issued separately upon execution of the Contract. Contract performance shall begin on the date set forth in the written NTP. The NTP shall start the time for which the Contractor is responsible for completion of the project.
## PART VII

### CONTRACT DELIVERABLES

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q</td>
<td>Certificate of Insurance</td>
</tr>
<tr>
<td>R</td>
<td>Surety Bond</td>
</tr>
<tr>
<td>S</td>
<td>Invoices</td>
</tr>
<tr>
<td>T</td>
<td>Project Reports/Documents</td>
</tr>
</tbody>
</table>
SECTION Q
CERTIFICATE OF INSURANCE

Q.1  GENERAL REQUIREMENTS

A. By signing and submitting a Proposal under this solicitation, the Contractor certifies if awarded the Contract, the Contractor will have the insurance coverage identified and described in EXHIBIT U.4 – VRE INSURANCE COVERAGE REQUIREMENTS at the time of Contract award.

B. The Contractor further certifies that the Contractor and any Subcontractors will maintain the required insurance coverage during the entire term of the Contract and all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia. The Contractor’s insurance shall be primary to all other coverage VRE may possess.

C. 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.

D. Failure to provide the Certificate(s) when required may be cause for VRE to award a Contract to the next responsible and responsive Offeror. However, in no event shall work be performed until the required Certificates of Insurance have been furnished and approved by VRE.

E. All insurance must be raised to an amount approved by VRE as change orders are made to the Contract.

F. 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.
SECTION R
SURETY BOND

R.1 GENERAL REQUIREMENTS

A. The Contractor who is selected to enter into a written Contract with VRE shall furnish a Payment Bond or Irrevocable Letters of Credit.

B. The prospective Contractor shall deliver to VRE within ten (10) calendar days of the notification of intent to award a duly executed Payment Bond or Irrevocable Letters of Credit payable to the “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express.”

C. The Payment Bond shall be in the amount of the value of subcontracted work as guarantee for the payment to all persons who have and fulfill contracts, which are directly with the Contractor.

D. The Surety of the bond shall be of such surety company or companies as are approved by Virginia and are authorized to transact business in the Commonwealth of Virginia.

E. No Contract shall be deemed to be in effect until the bond has been approved by VRE.

F. The Contractor shall provide appropriate bond forms prior to or at the time of Contract award to VRE for review and approval. The Contractor may use the American Institute of Architects (AIA) bond forms or a format that is substantively similar.

G. VRE may require additional bond protection when a Contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in Contract price. Upon the Contractor’s request, VRE may decrease bond amounts as deliverables are received.

H. A copy of the revised bond shall be provided by the Contractor to VRE. The Contractor shall execute change orders with the consent of the surety or sureties on the Payment Bond unless otherwise directed by the sureties.
SECTION S

INVOICES

S.1 GENERAL REQUIREMENTS

A. The Contractor shall submit invoices for services/goods ordered, delivered, and accepted by VRE by the 15th of each month. *The invoice period shall be the calendar month.*

B. If no charges have been incurred for a particular month, no invoice is required. However, the VRE Project Manager shall be notified that no invoice will be submitted.

C. Invoices shall be submitted via VRE’s electronic mailbox or US mail.

D. It is preferred that invoices be submitted electronically in one (1) continuous electronic copy in PDF to [ebills@vre.org](mailto:ebills@vre.org). The VRE Project Manager shall be copied on the email at [cherry@vre.org](mailto:cherry@vre.org).

E. Hard copy invoices shall be mailed to:

   **Attn: Chris Henry**  
   **Project Manager**  
   Virginia Railway Express  
   1500 King Street, Suite 202  
   Alexandria, VA 22314-2730

F. The VRE Project Manager shall be indicated on the invoice cover sheet.

G. At a minimum, invoices shall contain the following information:

1. Name, address and telephone number of the Contractor

2. VRE Contract number

3. Invoice number

4. Date of invoice

5. Period of invoice

6. Description and date of work performed
7. Serial number for each part installed
8. Shipping releases
9. Signed packing lists documenting the equipment and material delivered by part number and serial number
10. Total invoice amount
11. Total cumulative amount invoiced
12. Contractor’s signature

H. The following documents shall be attached to each invoice:

1. Subcontractors invoice
2. Personnel: names, titles, hours, billing rates
3. Details of reimbursable expenses, including receipts

I. Invoices shall be accompanied by a progress report describing the work performed and/or parts delivered during the period being invoiced. See SECTION T.2 – MONTHLY PROGRESS REPORTS.

J. 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.
SECTION T

PROJECT REPORTS/DOCUMENTS

T.1 GENERAL REQUIREMENTS

A. The Contractor shall make available to VRE all reports, drawings, studies, specifications, work instructions, estimates, maps, computations, and other data prepared by or for it under the resultant Contract during the period of the Contract and upon termination or completion of the work. VRE shall have the right to use the same, without restriction or limitation and without compensation to the Contractor other than that provided for in the Contract.

B. Documents shall be considered property of VRE and directed to:

Chris Henry, Project Manager
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314-2730
chenry@vre.org
(703) 838-5438

C. The Contractor shall provide draft and final versions of the submittals. Draft submissions may require several review cycles or iterations prior to being finalized.

D. Submittals shall be provided to VRE in both hardcopy and electronic (PDF or Microsoft Word) format.

T.2 MONTHLY PROGRESS REPORTS

A. During the performance of this Contract, the Contractor shall deliver a monthly progress report to VRE.

B. The Contractor shall deliver three (3) copies of each monthly progress report to the VRE Project Manager on the fifteenth (15th) of each month.

C. The progress report shall include the following information:

1. Summary of progress made during the reporting period, separated into logical elements of work, including pertinent data sufficient to explain any significant results achieved.
2. Updated Master Project Schedule showing any schedule changes to be compared with the Baseline Project Schedule.

3. Actual completion and start dates for activities planned and completed during the reporting period.

4. Estimated remaining durations for activities in progress.

5. Anticipated additional activities not previously included in the Master Project Schedule for VRE review and approval.

6. Existing or anticipated risks with suggested mitigation plans.

7. Engineering, manufacturing, and quality control reports.

8. Updated submittal table, including the status of all deliverables.

9. Updated action item log showing the status of all action items.

10. Other topics related to the project.

D. VRE may request additional information be included in the monthly progress report to support VRE grant administration reporting.

T.3 SUBMITTALS

The Contractor shall provide the following submittals in conjunction with ATTACHMENT V.3 – TECHNICAL SPECIFICATIONS:

A. Shop Drawings - to include the following:

1. Dimensioned drawings showing plans, elevations, sections and details indicating coordination and relationships with other construction;

2. Mounting details for PCS equipment;

3. Wiring diagrams detailing wiring requirements for power, communication and control systems;

4. Locations for PCS equipment; and

5. Identification of any necessary work outside the scope of work.
B. **Testing Plan** - Procedures and tests for all system functionalities described in ATTACHMENT V.3 – TECHNICAL SPECIFICATIONS, as well as any other functionalities performed by the system (e.g., standard functionalities for the PCS) that are not specifically described within the Technical Specifications.

C. **Test Procedures Document** – Incorporate VRE’s comments following review of the Testing Plan, as well as the FAT Procedures document that meets the requirements included in SECTION 3.4P of ATTACHMENT V.3 – TECHNICAL SPECIFICATIONS. Following review by VRE, this document shall be resubmitted to VRE for verification that all comments have been incorporated. No test shall commence until the Test Procedures Document is received and approved by VRE. The Test Procedures Document shall include test procedures for the following tests:

1. Factory Acceptance Test (FAT);
2. PCS Contractor Internal Test;
3. Site Acceptance Test (SAT); and
4. Operational Demonstration Test (ODT).

D. **Master Project Schedule** – Updated to reflect changes from the proposed baseline project schedule provided with the Proposal in accordance with SECTION K.1, TAB 9.

E. **Project Management Plan** – Meet the requirements included in SECTION 5.2I. of ATTACHMENT V.3 – TECHNICAL SPECIFICATIONS.

F. **Site Conditions Assessment** – Identify recommendations regarding the vehicle detection devices to use in each parking facility and recommendations regarding the types and location of delineators for each parking facility.

G. **PCS Final Design Documents** – Document the final PCS design to include a revised project schedule.

H. **PCS Manuals** – Include operations, maintenance and training requirements, the structure and content of which will be reviewed by VRE and comments returned to the Contractor for revision and resubmission. The revised PCS Manuals must be approved by VRE prior to commencing system installation. The PCS Manuals shall include the following:

1. Instructional Manuals for the PCS detailing the complete operation and maintenance of the PCS;
2. PCS User Manual;
3. PCS Maintenance Manual; and
4. Training Manual(s).

I. **FAT Scripts** – Document expected results, as well as pass/fail and comments columns for each test item and test signature lines for the Contractor and VRE representatives.

J. **FAT Report** – Identify all gaps in functionality and all issues that the Contractor shall resolve that arose from the Factory Acceptance Test.

K. **PCS Contractor Internal Test Script** – Used for the internal test and for the Site Acceptance Test (SAT) to demonstrate to VRE and/or its representatives that the installed equipment and PCS solution complies with the Contract requirements, the Contractor’s product data and to other documentation, such as user manuals.

L. **Operational Demonstration Test (ODT) Procedures Document** – Outline procedures for monitoring the overall performance of the PCS, which shall not include test procedures for individual components.

M. **ODT Summary Report** – Provide one (1) page summary that clearly documents the percentage of system accuracy, overall percentage of downtime and causes of that downtime.

N. **Corrective Action Report** – Describe each failure that occurred during the ODT and the proposed corrective action.

O. **Parts List** – Itemized list of parts which includes the manufacturers’ part numbers, model numbers and pricing, as well as suppliers’ addresses, telephone numbers and any single source components.

P. **Punch List** – Status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date, as well as all deviations noted during acceptance testing.

Q. **Instruction Schedule** – Identify a proposed schedule for training of VRE’s designated staff.

R. **Outline of Instruction Material** – Training material and duration for each training session.

S. **As-Built Documentation** – As-built documentation of all systems and components installed as part of the PCS for the POC location only. As-built documents shall include a deception of the actual installed conditions of all equipment and cabling.
components. In addition, as-built documentation shall include configuration settings of each system upon the completion of any acceptance test. The Contractor shall update the most recent as-built documentation submitted as further changes occur in the field or because of a patch or upgrade to an installed system through the installation, warranty and post-warranty maintenance periods.

T. Asset Lifecycle Maintenance Plan – Outline all timelines for preventative maintenance on each PCS component.

T.4 SUBMITTAL SCHEDULE

A. The Contractor shall provide submittals in accordance with the following schedule:

1. Shop Drawings – within fourteen (14) calendar days from the date set forth in the written NTP.

2. Testing Plan – within fourteen (14) calendar days from the date set forth in the written NTP.

3. Test Procedures Document – within fourteen (14) calendar days following VRE’s review and approval of the Testing Plan.

4. Master Project Schedule – within twenty-one (21) calendar days from the date set forth in the written NTP.

5. Project Management Plan – within thirty (30) calendar days from the date set forth in the written NTP.


7. PCS Final Design Documents – fourteen (14) calendar days prior to the Final Design Review meeting.

8. PCS Manuals – fourteen (14) calendar days prior to the start of PCS installation.

9. FAT Scripts – fourteen (14) calendar days prior to the scheduled Factory Acceptance Test.


11. PCS Contractor Internal Test Script – fourteen (14) calendar days prior to the SAT.
12. ODT Procedures Document – within thirty (30) calendar days from the date set forth in the written NTP.

13. ODT Summary Report - within two (2) calendar days of completion of the Operational Demonstration Test.

14. Corrective Action Report – within seven (7) calendar days of completion of the ODT.

15. Parts List – within twenty (20) calendar days from the date set forth in the written NTP.

16. Punch List – weekly; commencing at the beginning of installation through Final System Acceptance.

17. Instruction Schedule – prior to equipment installation.

18. Outline of Instruction Material – seven (7) calendar days prior to the start of each instruction session.

19. As-Built Documentation – following installation of all systems and components at the POC location and updated as necessary thereafter.

20. Asset Lifecycle Maintenance Plan - thirty (30) calendar days after NTP.

B. The schedule identified above is contingent upon stakeholder review and comment. The schedule may be revised periodically by VRE at its sole discretion as necessary.
<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>U</td>
<td>Exhibits</td>
</tr>
<tr>
<td>V</td>
<td>List of Attachments</td>
</tr>
</tbody>
</table>
The following information is provided to assist Offerors with the preparation of the Proposal package.

<table>
<thead>
<tr>
<th>SECTION</th>
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<tr>
<td>U.1</td>
<td>Resume Summary for Proposed Key Personnel</td>
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<tr>
<td>U.2</td>
<td>References</td>
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<td>U.3</td>
<td>Subcontractors</td>
</tr>
<tr>
<td>U.4</td>
<td>VRE Insurance Coverage Requirements</td>
</tr>
<tr>
<td>U.5</td>
<td>Proposal Preparation Checklist</td>
</tr>
</tbody>
</table>
U.1 RESUME SUMMARY FOR PROPOSED KEY PERSONNEL

(Offerors shall make additional copies of this form and the form shall be attached to each resume)

1. Name: _________________________________________________________________

2. Project role: ____________________________________________________________

3. Name of firm where employed:____________________________________________

4. Degree(s) earned:________________________________________________________
   Year completed:_________________________________________________________
   Curriculum or area of specialization: _______________________________________

5. Applicable technical skills:___________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________

6. Area of professional registration/license:_______________________________
   Issuing State, Number: ______________________________________________

7. Number of years of experience performing tasks similar to this project:____

8. Estimated availability to devote to this project:___________________________

9. Identify potential competing commitments: _________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________

__________________________________________________________
(Prime Contractor)
U.2 REFERENCES (PAST AND PRESENT EXPERIENCE)

(Offerors shall make additional copies of this form.)

1. Firm:______________________________________________________________

2. Address:___________________________________________________________

3. Point of Contact:____________________________________________________
   Title:_______________________________________________________________

4. Telephone No.:______________________________________________________
   Fax No. or Email Address:____________________________________________

5. Contract Title/Contract No.:__________________________________________

6. Original Contract Value:______________________________________________

7. Contract Value at Completion:________________________________________

8. Contract Commencement Date:________________________________________

9. Contract Completion Date:____________________________________________

10. Description of the Work:______________________________________________

   ______________________________________________________________________
   ______________________________________________________________________

   (Prime Contractor)
**U.2 REFERENCES (PAST AND PRESENT EXPERIENCE) Continued**

**Terminated Contracts**

List below any contracts within the past five (5) years, if any, on which *failure to complete the work* within the specified time frame resulted either in the assessment of liquidated damages, penalties or contract termination.

*(Offerors shall make additional copies of this form.)*

*Check if not applicable ( )*

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Firm:___________________________________________________________________</td>
</tr>
<tr>
<td>2.</td>
<td>Address:________________________________________________________________</td>
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<tr>
<td>3.</td>
<td>Point of Contact:_________________________________________________________</td>
</tr>
<tr>
<td></td>
<td>Title:___________________________________________________________________</td>
</tr>
<tr>
<td>4.</td>
<td>Telephone No.:__________________________________________________________</td>
</tr>
<tr>
<td></td>
<td>Fax No. or Email Address:________________________________________________</td>
</tr>
<tr>
<td>5.</td>
<td>Contract Title/Contract No.:____________________________________________</td>
</tr>
<tr>
<td>6.</td>
<td>Original Contract Value:_______________________________________________</td>
</tr>
<tr>
<td>7.</td>
<td>Contract Value at Completion:__________________________________________</td>
</tr>
<tr>
<td>8.</td>
<td>Contract Commencement Date:___________________________________________</td>
</tr>
<tr>
<td>9.</td>
<td>Contract Completion Date:_____________________________________________</td>
</tr>
<tr>
<td>10.</td>
<td>Description of the Work:______________________________________________</td>
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</tr>
</tbody>
</table>

(Prime Contractor)
U.3 **SUBCONTRACTORS**

*(Offerors shall make additional copies of this form.)*

☐ No Subcontractors will be utilized.

1. Firm Name: _____________________________________________________

2. Address: _______________________________________________________

3. Contact: ______________________ Title: __________________________

4. Phone No.: ______________ Fax No. or Email Address: _______________

5. Certified DBE? ☐ No ☐ Yes If “Yes”, identify certification number and entity
certified by: ______________________________________________________

6. Small Business Enterprises

   Indicate by checking (☑) the appropriate block that applies to the
   Subcontractor:

   **Annual Gross Receipts:**

   ☐ Less than $7,500,000

   ☐ More than $7,500,000

7. Type of work to be performed by the Subcontractor: ______________________

8. Location of work: _________________________________________________

9. Estimated dollar amount of the work: _________________________________

**NOTE:** The following certifications included herein must be attached for each
Subcontractor:

1) Certification of Primary Participants Regarding Debarment, Suspension, and Other
   Ineligibility and Voluntary Exclusion
2) Certification of Restrictions on Lobbying
3) Non-Collusion Affidavit

___________________________________________________________
(Prime Contractor)

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### U.4 VRE INSURANCE COVERAGE REQUIREMENTS (Rev. 1-28-15)

<table>
<thead>
<tr>
<th>“X” denotes that coverage is required. Applicability</th>
<th>Description</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>1. Worker’s Compensation and Employer’s Liability</td>
<td>Limits as required by the Workers’ Compensation Act of Virginia. Employers Liability - $100,000.</td>
</tr>
<tr>
<td>X</td>
<td>Admitted in Virginia</td>
<td>YES</td>
</tr>
<tr>
<td>X</td>
<td>All States Endorsement</td>
<td>Statutory</td>
</tr>
<tr>
<td>X</td>
<td>USL&amp;H Endorsement</td>
<td>Statutory</td>
</tr>
<tr>
<td>X</td>
<td>Voluntary Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>X</td>
<td>2. General Liability shall be Commercial General Liability endorsed as broad form to include minimum limits:</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>• General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>X</td>
<td>• Products &amp; Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>X</td>
<td>• Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>• Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>Contractual Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Personal Injury</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>XCU Property Damage Exclusion Deleted</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>3. Automobile Liability (Coverage sufficient to cover all vehicles owned, used, or hired, by the Bidder/Offeror, its agents, representatives, or employees.)</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Minimum limits:</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>• Combined Single Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>• Medical Expense Limit</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>X</td>
<td>4. Professional Errors and Omissions</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>5. Builder’s Risk</td>
<td>Contract Value</td>
</tr>
<tr>
<td>X</td>
<td>6. Installation Floater</td>
<td>Contract Value</td>
</tr>
<tr>
<td>X</td>
<td>7. Garage Liability</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>8. Garage Keeper’s Legal Liability</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>9. Fire Legal Liability</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>10. Railroad Protective Liability Insurance. <strong>VRE shall be named as insured. The language shall read as follows:</strong></td>
<td>$5,000,000 per occurrence; $10,000,000 aggregate</td>
</tr>
<tr>
<td>X</td>
<td>“Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express.”</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>11. Railroad Protective Liability Insurance. An additional certificate shall name <strong>CSX Corporation as insured.</strong> Furnish a copy of the Certificate to VRE, prior to entry on VRE property or any other railroad property upon which VRE operates.</td>
<td>$5,000,000 per occurrence; $10,000,000 aggregate</td>
</tr>
<tr>
<td>X</td>
<td>12. Pollution Liability.</td>
<td>Contract Value</td>
</tr>
<tr>
<td>X</td>
<td>13. VRE shall be named as additional insured on General Liability Policy. This coverage is primary to all other coverage VRE may possess. <strong>The language shall read as follows:</strong> “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as Virginia Railway Express.”</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>14. Best’s Guide Rating – A:VI or better or Equivalent</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>15. The Certification must state: <strong>RFP No. 017-007 Automated Parking Count System</strong></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>16. Umbrella Liability</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>
U.5 PROPOSAL PREPARATION CHECKLIST

This checklist is provided to assist the Offeror in the preparation of the Proposal package. **DO NOT include the checklist with your submission.** Its use is OPTIONAL.

Notwithstanding this checklist, it is the Offeror’s responsibility to ensure that a complete Proposal package has been submitted to satisfy the requirements described in this RFP.

<table>
<thead>
<tr>
<th>(√) Completed</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Confirm attendance at pre-proposal meeting and site visit.</td>
</tr>
<tr>
<td></td>
<td>Attend pre-proposal meeting and site visit.</td>
</tr>
<tr>
<td></td>
<td>Submit written questions to VRE.</td>
</tr>
<tr>
<td></td>
<td>Submit one (1) signed original and four (4) copies of the “Technical Proposal, Volume 1” in one (1) sealed package separate from the Cost Proposal.</td>
</tr>
<tr>
<td></td>
<td>Submit one (1) signed original and four (4) copies of the “Cost Proposal, Volume 2” in one (1) sealed package separate from the Technical Proposal.</td>
</tr>
<tr>
<td></td>
<td>Submit one (1) CD/DVD or USB memory device containing one (1) continuous electronic copy of the Technical Proposal and Cost Proposal.</td>
</tr>
<tr>
<td></td>
<td>Proposal valid for 120 calendar days.</td>
</tr>
<tr>
<td></td>
<td>Identify trade secrets or proprietary information (if applicable).</td>
</tr>
<tr>
<td></td>
<td>Proposal Content:</td>
</tr>
<tr>
<td></td>
<td>1. Table of Contents</td>
</tr>
<tr>
<td></td>
<td>2. Title Page</td>
</tr>
<tr>
<td></td>
<td>3. Transmittal Letter</td>
</tr>
<tr>
<td></td>
<td>4. Narrative (Plan to Perform the Scope of Work)</td>
</tr>
<tr>
<td></td>
<td>5. Capability and Expertise of the Proposed Company</td>
</tr>
<tr>
<td></td>
<td>6. Knowledge and Qualifications of the Proposed Project Manager</td>
</tr>
<tr>
<td></td>
<td>7. Resumes for Proposed Key Personnel</td>
</tr>
<tr>
<td></td>
<td>8. Proposed Technical Solution</td>
</tr>
<tr>
<td></td>
<td>9. Baseline Project Schedule</td>
</tr>
<tr>
<td></td>
<td>10. Implementation, Training and Testing Plan</td>
</tr>
<tr>
<td></td>
<td>11. References (Past and Present Experience)</td>
</tr>
<tr>
<td></td>
<td>12. Subcontractors</td>
</tr>
<tr>
<td></td>
<td>13. Exceptions to the Solicitation</td>
</tr>
<tr>
<td></td>
<td>14. Acknowledge Receipt of Addenda Issued</td>
</tr>
<tr>
<td></td>
<td>15. Representations and Certifications</td>
</tr>
<tr>
<td></td>
<td>16. Financial Statements on one (1) CD/DVD separate from the Technical Proposal CD/DVD</td>
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### SECTION V

**LIST OF ATTACHMENTS**

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<th>TITLE</th>
<th>NUMBER OF PAGES</th>
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<td>V.1</td>
<td>General Provisions, dated February 9, 2017</td>
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<td>V.2</td>
<td>General Terms and Conditions for Non-Professional Services (for Supplies and Equipment), Revised February 9, 2017</td>
<td>13</td>
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<tr>
<td>V.3</td>
<td>Technical Specifications</td>
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<td>V.4</td>
<td>Proof of Concept Location Drawings</td>
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<td>V.5</td>
<td>VRE Parking Facility Photographs</td>
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<td>V.6</td>
<td>VRE Safety and Security Guidelines May 1, 2014</td>
<td>34</td>
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<td></td>
<td>- Exhibit A – Rules to Live By</td>
<td></td>
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<tr>
<td></td>
<td>- Exhibit B – Critical Safety Roles for VRE Projects</td>
<td>4</td>
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<tr>
<td></td>
<td>- Exhibit C – Contractor Safety and Security Plan for Specific Project Site</td>
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<td>V.7</td>
<td>Representations, Certifications and Other Statements of Offerors/Bidders</td>
<td>13</td>
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<tr>
<td>V.8</td>
<td>Cost Proposal and Schedule of Costs</td>
<td>10</td>
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The following documents are incorporated in the solicitation and resulting Contract by this reference:
ATTACHMENT V.1

GENERAL PROVISIONS

February 9, 2017
## GENERAL PROVISIONS

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<th>Title</th>
<th>Page No.</th>
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<td>Applicable Law and Courts</td>
<td>4</td>
</tr>
<tr>
<td>3.</td>
<td>Precedence of Terms</td>
<td>4</td>
</tr>
<tr>
<td>4.</td>
<td>No Federal Government Obligations to Third Parties</td>
<td>5</td>
</tr>
<tr>
<td>5.</td>
<td>Key Personnel</td>
<td>5</td>
</tr>
<tr>
<td>6.</td>
<td>Inspection of Proposals</td>
<td>6</td>
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<tr>
<td>7.</td>
<td>Protest of Award</td>
<td>6</td>
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<td>8.</td>
<td>Availability of Funds</td>
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<td>9.</td>
<td>Payment Terms</td>
<td>6</td>
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<td>10.</td>
<td>Disallowed Costs Including Interest</td>
<td>7</td>
</tr>
<tr>
<td>11.</td>
<td>Contractual Disputes</td>
<td>7</td>
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<tr>
<td>12.</td>
<td>Termination for the Convenience of VRE</td>
<td>8</td>
</tr>
<tr>
<td>13.</td>
<td>Antitrust</td>
<td>10</td>
</tr>
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<td>14.</td>
<td>Payment to Subcontractor</td>
<td>10</td>
</tr>
<tr>
<td>15.</td>
<td>Testing/Inspection/Review of Work</td>
<td>11</td>
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<td>16.</td>
<td>Termination for Default</td>
<td>11</td>
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<td>17.</td>
<td>Protection of Sensitive Security Information</td>
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<td>18.</td>
<td>Severability</td>
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<td>19.</td>
<td>Covenant Against Contingent Fees</td>
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</tr>
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<td>20.</td>
<td>Fair Employment Contracting Act</td>
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<td>21.</td>
<td>Geographic Restrictions</td>
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<td>22.</td>
<td>Changes</td>
<td>13</td>
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<td>24.</td>
<td>Indemnification</td>
<td>13</td>
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<tr>
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<td>Ethics in Public Contracting</td>
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<tr>
<td>26.</td>
<td>Prohibition Against the Use of Federal Funds for Lobbying</td>
<td>14</td>
</tr>
<tr>
<td>27.</td>
<td>Officials Not to Benefit</td>
<td>14</td>
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<td>28.</td>
<td>Independent Contractor</td>
<td>14</td>
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<td>29.</td>
<td>Debarment Status</td>
<td>15</td>
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<td>30.</td>
<td>Anti-Discrimination</td>
<td>15</td>
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<td>31.</td>
<td>Access Requirements for Individuals with Disabilities</td>
<td>17</td>
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<tr>
<td>SECTION No.</td>
<td>Title</td>
<td>Page No.</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------------------------------------</td>
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</tr>
<tr>
<td>32.</td>
<td>Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections</td>
<td>18</td>
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<tr>
<td>33.</td>
<td>Drug-Free Workplace</td>
<td>18</td>
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<tr>
<td>34.</td>
<td>Metric System</td>
<td>19</td>
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<tr>
<td>35.</td>
<td>Energy Conservation</td>
<td>19</td>
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GENERAL PROVISIONS

1. **PROPOSAL AND CONTRACT REQUIREMENTS**

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

2. **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 successful Contractor shall comply with applicable federal, state, and local laws and regulations.

3. **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 the state procurement law, the inconsistency shall be resolved by the following order of precedence:

   1. Federal Transit Administration Master Agreement (21) (October 1, 2014) and FTA Circular 4220.IF, dated November 1, 2008, as amended
   2. Virginia’s Public Procurement Act, as amended
   3. Invitation for Bids (IFB)/Request for Proposals (RFP)
   5. General Terms and Conditions
   6. Special Terms and Conditions
   7. Technical Specifications
   8. Plans
   9. Contractor’ Bid/Proposal
B. Incorporation of Federal Transit Administration terms: these terms include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any VRE requests which would cause VRE to be in violation of the FTA terms and conditions.

4. **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The federal government shall not be subject to any obligations or liabilities of any Contractor, or any other person not a party to a Grant Agreement or Cooperative Agreement in connection with the performance of the Contract. Notwithstanding any concurrence or approval provided by the federal government of any solicitation, sub agreement, or third party Contract, the federal government continues to have no obligations or liabilities to any party, including the third party contractor.

5. **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 evaluations. No substitutions may be made except in accordance with this clause.

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 Contract Administration Manager and provide the information described in paragraph D. below.

C. The Contractor must submit to the VRE Contract Administration Manager all proposed substitutions, in writing, at least fifteen (15) 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 Contract Administration Manager. 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.

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 Section of the Contract.

6. **INSPECTION OF PROPOSALS**

   The Virginia Freedom of Information Act, §2.2-3700 *et seq.* shall govern the release of public records related to the Contract. 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.

7. **PROTEST OF AWARD**

   A Contractor wishing to protest an award or a decision to award a Contract must submit the protest, in writing, to VRE no later than ten (10) 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) 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 a Contractor may be taken by instituting action as provided by the Code of Virginia.

8. **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 Federal Transit Administration, the Contract can be terminated under the provisions of the Contract.

9. **PAYMENT TERMS**

   A. Any Contractor’s payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days. Failure to pay Subcontractors in an expedient manner may result in the use of the payment bond and/or termination of the Contract. However, for production and research services and any other services as specified in a solicitation, all payments shall be made.
upon the achievement of pre-established project milestones identified in the related task order accepted by VRE. The pro-rata milestone payment shall be according to a payment schedule directly related to the apportioned cost of the total project. Payment of Subcontractors shall occur within seven (7) days of receipt of payment by VRE for work completed and approved expenses.

B. 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. Should termination be accomplished in accordance with this section, VRE shall be liable only for payments due through the date of termination.

10. **DISALLOWED COSTS INCLUDING INTEREST**

A. The Contractor agrees to remit to VRE, which in turn will remit to the Federal government, any excess payments made to the Contractor disallowed by the Federal government, as well as any interest required by Subsection 9 f. of the FTA Master Agreement.

B. VRE will exclude any project 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 project cost not included in the approved project budget, any ordinary governmental or non-project operating cost consistent with prohibitions of 49 U.S.C§5323 (h)(1) and any cost ineligible for FTA participation as required by Federal law, regulations or guidelines for Federal participation including the cost soliciting response.

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.

11. **CONTRACTUAL DISPUTES**

Disputes by the Contractor with respect to the Contract shall be decided in the first instance by the Contract Administrator or designee who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This 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, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.
12. **TERMINATION FOR THE CONVENIENCE OF VRE**

A. The parties agree that VRE may terminate the Contract of 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 effected 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 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 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 his/her 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 services 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 Section 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.

13. **ANTITRUST**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the 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.

14. **PAYMENT TO SUBCONTRACTOR**

A. The Contractor awarded a Contract under this solicitation is hereby obligated:

1. To pay the Subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from VRE for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or

2. To notify VRE and the Subcontractor(s), in writing, of the Contractor’s intention to withhold payment and the reason.

B. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from VRE, except for amounts withheld as stated in subparagraph A.(2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary Contract.

C. The Contractor’s obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of VRE.
15. **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 specifications in a professional, high quality standard. Authorized representatives or agents of VRE, the Commonwealth of Virginia and/or the Federal Transit Administration may, during normal office hours, review and inspect the project activities, data, reports/studies, drawings, specifications, estimates, maps computations and financial records of the Contractor or Subcontractor at VRE 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 does not meet the Contract requirements. The inspector has no authority to make changes; no orders given by him, either written or verbal, will be considered basis of any claim by the Contractor for extra compensation. It is not the duty of the inspector to layout any work for the Contractor.

16. **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 remeedying 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. Notwithstanding the foregoing right to cure, any enroute failure of VRE trains caused by the Contractor’s failure to meet the fueling schedule shall be a default and VRE shall have the right to immediately terminate the Contract with no opportunity to cure.
17. **PROTECTION OF SENSITIVE SECURITY INFORMATION**

To the extent applicable, the Contractor shall comply with Section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. §4019(b), with U.S. Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520, and with any implementing regulations, requirements, or guidelines that the Federal Government may issue.

18. **SEVERABILITY**

In the event that any provision shall be adjudged or decreed to be invalid, such 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.

19. **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.

20. **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.

21. **GEOGRAPHIC RESTRICTIONS**

The prospective contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by FTA, such as for professional services in areas where such a restriction.
22. **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 causes 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 performance of the Contract as changed by the notice.

23. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting this proposal, 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.

24. **INDEMNIFICATION**

The Contractor shall not seek to hold liable VRE, or any of its officers, agents and employees for any claims, judgments, 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 all claims and liability, including cost and expenses, arising out of, in whole or 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 Agreement 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.
25. **ETHICS IN PUBLIC CONTRACTING**

By submitting its proposal, the Contractor certifies that its 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 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.

26. **PROHIBITION AGAINST THE USE OF FEDERAL FUNDS FOR LOBBYING**

The Contractor and all subcontracts agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels. The Contractor shall comply and assure the compliance of Subcontractors at any tier with U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20.

27. **OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Virginia General Assembly, and no member of VRE or the Virginia Department of Rail and Public Transportation, 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 year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

28. **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.
29. **DEBARMENT STATUS**

A. By submitting a proposal, the contractor certifies that it is not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor is an agent of any person or entity that is currently debarred from submitting proposals or contracts by any agency of the Commonwealth of Virginia. Contractors debarred by the Commonwealth Transportation Board shall be ineligible to submit a proposal.

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

30. **ANTI-DISCRIMINATION**

A. By submitting a 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, creed, 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 prospective contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, religion, 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, creed, sex, disability, age, religion, 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 prospective Contractor, will state that such prospective 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 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 CFR Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.


7. 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.

8. The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statutes(s) that may apply.


11. 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.

31. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

A. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA)”, 49 CFR Part 37;


5. DOT regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities”, 28 CFR Part 36;


10. Architectural and Transportation Barriers Compliance Board regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and

11. Any implementing requirements FTA may issue.

B. Any and all materials, drawings or plans produced for VRE shall reflect the requirements of the codes and regulations listed above.

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


33. 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 in accordance with this chapter, 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.

34. **METRIC SYSTEM**

   In accordance with Section 30 of the FTA Master Agreement, the FTA reserves the right to impose specific metric requirements for the Contract.

35. **ENERGY CONSERVATION**

   The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

36. **ENVIRONMENTAL REGULATIONS**

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 EPA's "List of Violating Facilities," refrain from using violating facilities, report violations to FTA and the Regional EPA Office. The 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.

37. PLANNING

Projects financed with Federal assistance must be implemented in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 U.S.C. §5303 through 5306 and 5323(1) and with the joint Federal Highway Administration (FHWA)/FTA regulations, “Planning Assistance and Standards,” at 23 CFR Part 450 and 49 CFR Part 613 and, when promulgated, with FHWA/FTA regulations, “Metropolitan and Statewide Planning,” 23 CFR Part 1410 and 49 CFR Part 621; and to the extent applicable, with FTA regulations, “Major Capital Investment Projects,” 49 CFR Part 611.

38. 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 their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
B. The agency, its authorized agents, 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.

39. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS


B. Upon execution of the Contract, the prospective Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the Contract work is being performed.

C. In addition to other penalties that may be applicable, the offeror also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the prospective contractor to the extent the Federal Government deems appropriate.

D. The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project which is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

E. The contractor agrees to include the above two clauses on each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

40. SUPPORT OF EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements by Federal statute or regulations, VRE complies with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to procurements with exclusionary or discriminatory specifications.
41. **INSURANCE**

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 on the “VRE Insurance Requirements” document. Items marked “X” are required to be provided. By signing and submitting a proposal under this solicitation, the Offeror/Bidder certifies that if awarded the Contract, it will have the insurance coverages identified and described herein at the time the Contract is awarded. The Offeror/Bidder further certifies that it and any Subcontractors will 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 Virginia.

B. Proof of compliance with these insurance requirements shall be furnished to VRE in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within 10 calendar days of notice of award of Contract and before any work under the resultant Contract will be allowed to commence. All insurance must be raised as change orders are made to the Contract.

C. Renewal certificates shall be furnished to VRE not less than 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.

D. To the extent applicable, the prospective contractor agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or acquisition having an insurable cost of $10,000 or more.

E. 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.

42. **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 Task Order 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 task order. The Contractor shall be under no obligation to perform any work hereunder, and VRE shall not be obligated
to reimburse Contractor for any work performed, if in the performance thereof the total funding then allotted to the Task Order will be exceeded.

B. VRE shall not be obligated to pay the Contractor any amount in excess of the ceiling price reflected in the Task Order or Contract, and the Contractor shall not be obligated to continue performance if to do so would exceed the price set forth in the Task Order or 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 task order or Contract, and the task order or Contract has been duly modified. When and to the extent that the price set forth in the task order or 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.

C. VRE shall not be obligated to pay the Contractor any amount in excess of the ceiling price reflected in the Task Order or Contract, and the Contractor shall not be obligated to continue performance if to do so would exceed the price set forth in the Task Order or 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 task order or Contract, and the task order or Contract has been duly modified. When and to the extent that the price set forth in the task order or 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.

43. **VRE CONTRACT MANAGEMENT**

A. Project Manager: During the term of the Contract, the Contracting Officer may designate a Project Manager (PM) to represent VRE and assist in monitoring the work under the Contract. The PM is responsible for the overall project management and serves as the technical liaison to the Contractor. The PM is responsible for the day-to-day clarifications and guidance of Contractors personnel as may be required under the Contract. Only the PM consulting with the Contract Administrator and/or the Contracting Officer, as necessary is authorized to provide direction to the Contractor.

B. 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.

C. 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.

D. Construction Manager: The Construction Manager (CM) for this project, if any, will be identified under a separate cover letter to the Contractor. The CM shall be responsible for oversight of quality assurance and scheduling of all Contract work specified herein.

44. **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 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.

45. **EMPLOYMENT OF PERSONNEL**

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

46. **FLY AMERICA**

The Contractor understands and agrees that VRE or the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S. flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. §40118, and with U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 CFR §§301-10.131 through 301-10.143.

47. **CONFLICT OF INTEREST**

A. The Contractor and its officers and employees shall comply with the provisions of the Virginia Conflict of Interest Act (Section 2.2-3100 et. seq., VA Code Ann.), the terms of which are incorporated herein by reference.

B. 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 proposal submission.
C. 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 subagreement 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.

D. 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 subagreement 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.

48. NOTIFICATION OF FEDERAL PARTICIPATION FOR STATES

Federal grant monies fund this Contract, in whole or in part (Section 5311 – CFDA 20.395). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the Contractor’s responsibility to be aware of the pertinent certifications and contract clauses, as identified by the issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under “Procurement.” The website address is http://www.nationalrtap.org.home.aspx.
ATTACHMENT V.2

GENERAL TERMS
AND
CONDITIONS
FOR
NON-PROFESSIONAL SERVICES
(FOR SUPPLIES AND EQUIPMENT)

Revised February 9, 2017
# GENERAL TERMS AND CONDITIONS FOR NON-PROFESSIONAL SERVICES

(For Supplies and Equipment)

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GENERAL TERMS AND CONDITIONS FOR
NON-PROFESSIONAL SERVICES
(FOR SUPPLIES AND EQUIPMENT)

1. **USE OF REAL PROPERTY, EQUIPMENT, AND SUPPLIES**

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 to that property. Unless otherwise approved by FTA, the Contractor agrees to comply with the following requirements with respect to real property, equipment, and supplies financed by the Contract:

A. **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 program income, both during and after the award period used 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.

B. **General Federal Requirements.** A contractor that is an institution of higher education, or a private nonprofit organization, agrees to comply with 49 CFR §§ 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 CFR §§ 18.31 through 18.34, and to 49 CFR §§ 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.

C. **Maintenance.** The Contractor shall maintain Contract real property and equipment in good operating order, in compliance with any guidelines, directives, or regulations FTA may issue.

D. **Records.** The Contractor shall keep satisfactory records regarding the use of Contract real property, equipment, and supplies, and submit to VRE upon
request such information as may be required to assure compliance with this section of the Contract.

E. **Encumbrance of Contract Property.** The Contractor shall maintain satisfactory continuing control of Contract real property or equipment. Thus, absent written authorization by VRE permitting otherwise:

1. **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.

2. **Oral Transactions.** The Contractor shall refrain from obligating itself in any manner to any third party with respect to Contract real property or equipment.

3. **Other Actions.** 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.

F. **Transfer of Contract Property.** The Contractor understands and agrees as follows:

1. **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 Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(g)(1) and (2).

2. **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.

3. **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.

G. **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 project 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 will use Contract property continuously and appropriately throughout that useful life.

1. **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.

2. **Contract Property Prematurely Withdrawn from Use.** For property withdrawn from appropriate use before its useful life has expired, the Contractor agrees as follows:

   a. **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.

   b. **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:

      i. **Equipment and Supplies.** 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 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 comply with the State's laws.

      ii. **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
CFR Part 24, or by straight line depreciation, whichever is greater.

iii. 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.

c. Obligations to VRE. Unless otherwise approved in writing by VRE, the Contractor agrees to 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:

i. 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

ii. Returning to VRE an amount equal to the remaining Federal interest in the damaged property.

H. Insurance Proceeds. If the Contract receives insurance proceeds as a result of damage or destruction to the Contract property, the Contractor shall:

1. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Contract property taken out of service, or

2. Return to VRE an amount equal to the remaining Federal interest in the damaged or destroyed property.


J. 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.

2. **LABOR PROVISIONS**

A. The Contractor and any Subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Contractor or Subcontractor for inspection, copying or transcription by authorized representatives of the FTA, the U.S. DOT, or the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

B. The following clauses are applicable to any Contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act:

1. No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week. Determinations pertaining to these requirements will be made in accordance with the requirements of section 102 of the Act, 40 U.S.C. §§ 327 - 332; and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5; and with section 107 of the Act, 40 U.S.C. § 333, and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.

2. In the event of any violation of the requirements of 29 CFR §5.5(b)(1), the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 CFR §5.5(b)(1) in the sum of ten dollars ($10) for each calendar day on which such individual was required or
permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by 29 CFR § 5.5(b)(1).

3. The FTA or the recipient shall upon its own action or upon written request for an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 CFR § 5.5(b)(2).

C. The Contractor agrees to comply, and assures to comply, and assures the compliance of each Subcontractor at any tier, with the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 CFR Part 3. The Contractor, in addition to other requirements that may apply, agrees that it will not induce, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled. In addition, the Contractor agrees to report every suspected or reported violation of the Act or its federal implementing regulations to FTA.


F. The Contractor agrees to comply and assures the compliance of these requirements for each subcontract at any tier.

3. SPECIAL REQUIREMENTS FOR CLEAN FUELS FORMULA PROJECTS

The Contractor shall comply with following requirements in administering Contracts financed with Federal assistance authorized for 49 U.S.C. § 5308.
A. General Requirements. The Contractor agrees to comply with FTA regulations, "Clean Fuels Formula Grant Program," 49 CFR Part 624, and other implementing Federal requirements or guidance that may be issued.

B. Requirements to Use Clean Fuels. The Contractor agrees to use only clean fuels in any vehicle acquired with Federal transit assistance funds authorized by 49 U.S.C. § 5308.

C. Limitations on the Use of Funds. The Contractor agrees to use funds authorized by 49 U.S.C. § 5308 only for Contracts approved by VRE, and obtain VRE concurrence before using those funds for other purposes.

4. RAILROAD SAFETY

   It is incumbent upon the Contractor and its employees to work in a safe manner at all times due to the nature of the rail service. The Contractor while performing work around VRE’s facilities shall be alert for train movement through the facility to ensure a safe operation. While train movement is ongoing at the facility the Contractor shall move to a safe distance. The VRE reserves the right to require the Contractor to be qualified and its employees to meet the safety qualifications required by the applicable railroads, Federal Rail Administration, and VRE’s safety rules for operations.

5. RIGHTS IN DATA

   A. The term “subject data,” as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to Contract administration.

   B. Data and information submitted to the Federal Government may be required to be made available for dissemination under the Freedom of Information Act, or other federal statute(s) in accordance with implementation instructions contained in 49 CFR §19.36, revised March, 2000, to the extent applicable, and any subsequent applicable federal requirements that may be promulgated.

   C. All “subject data” first produced in the performance of the 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 written consent of the Federal Government or VRE, until such time as the Federal Government or VRE may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.

D. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “Federal Government purposes,” any subject data or copyright described in subsections (1) and (2) of this clause below. As used in the previous sentence, “for Federal Government purposes,” means only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party:

1. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by VRE or the Contractor using Federal assistance in whole or in part.

E. Unless prohibited by state law, upon request by the Federal Government, VRE and the Contractor agree to indemnify, save and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract.

6. **PROGRESS PAYMENTS**

Payment will only be made 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 milestones for work not specifically resulting in deliverable products.

7. **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 prior approval in writing of VRE and all materials 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.
8. **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 sales or other agreement by which an interest is retained by the seller. The Contractor warrants that it has clear title to all materials and supplies invoiced for payment, and such title shall pass to VRE upon payment of invoice.

9. **WARRANTY**

   All materials 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 supplies or services. A copy of this warranty must be furnished with the bid/proposal.

10. **BUY AMERICA**

    The Contractor agrees to comply with 49 U.S.C. §5323(j), FTA’s Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to the Contract and any subcontracts. Buy America requirements apply to purchases greater than $150,000.

11. **CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS**

    The Contractor agrees to comply with U.S. Maritime Administration regulations, “49 CFR Part 661, and with implementing guidance FTA may issue.

12. **SPECIAL REQUIREMENTS FOR CLEAN FUELS FORMULA PROJECTS**

    The Contractor shall comply with following requirements in administering Contracts financed with Federal assistance authorized for 49 U.S.C. § 5308.

    A. **General Requirements.** The Contractor agrees to comply with FTA regulations, "Clean Fuels Formula Grant Program," 49 CFR Part 624, and other implementing Federal requirements or guidance that may be issued.

    B. **Requirements to Use Clean Fuels.** The Contractor agrees to use only clean fuels in any vehicle acquired with Federal transit assistance funds authorized by 49 U.S.C. § 5308.

    C. **Limitations on the Use of Funds.** The Contractor agrees to use funds authorized by 49 U.S.C. § 5308 only for Contracts approved by VRE, and obtain VRE concurrence before using those funds for other purposes.
13. **PREFERENCE FOR RECYCLED PRODUCTS**

A. This requirement applies to federally funded operations/management, construction, or materials and supplies Contracts for items designated by the Environmental Protection Agency, when procuring $10,000 or more per year.

B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14. **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 the 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 Contract Administrator Manager, corrected in place by and at the expense of the Contractor promptly after notice.

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 either:

   1. Replace or correct such supplies and back charge the Contractor the cost occasioned VRE thereby; or
   2. Terminate the Contract for default as provided in the Contract

E. Unless the Contractor corrects or replaces such supplies or lots of supplies within the delivery schedule, the VRE Contract Administrator Manager 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 the Contract entitled “Contractual Disputes”.
F. If any inspection or test is made by VRE on the premises of the Contractor or Subcontractor, shall provide all reasonable facilities and assistance for the safety and convenience of VRE’s inspectors in the performance of their duties without additional charge.

G. If VRE’s inspection(s) or test(s) are made at a point other than the premises of the Contractor or Subcontractor, it shall be at the expense of VRE except as otherwise provided in the 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 to 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 the Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies that 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 the Contract, acceptance shall be conclusive except as regards 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 the Contract and for such longer period as may be specified elsewhere in the Contract.

N. Notwithstanding the requirements for any VRE inspections(s) and tests(s) contained in the specifications applicable to the Contract, except where specialized inspections of 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 conform to the drawings, specifications and Contract requirements.
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1 – PARKING COUNT SYSTEM PRODUCTS

1.1 PCS HARDWARE

A. **Vehicle Detectors**

1. The PCS solution shall have vehicle detectors that shall meet the performance standards as stated in Section 1.4 – ACCURACY AND RELIABILITY herein.

2. The Contractor shall provide vehicle detectors that continue to operate when offline from the hosted server. All activity occurring while the detector(s) are offline shall be uploaded to the PCS server upon re-establishment of communication.

3. Some VRE parking facilities have multiple types of surfaces including asphalt and gravel. The Contractor may provide different vehicle detection methods for the parking facilities in order to achieve the required count accuracy.

B. **Power and Communication**

1. The Contractor shall provide a solar powered, cellular communication solution that maintains the level of signal strength and performance required by Section 1.4 – ACCURACY AND RELIABILITY herein.

2. The solar powered solution shall allow for monitoring of the communication solution should a malfunction occur.

3. The Contractor shall provide and pay for the cellular service as part of the PCS solution for the duration of the installation and warranty period.

C. **Other Equipment**

1. The PCS shall provide a device(s) at each parking location that receives vehicle detection data to transmit to the PCS server.

2. The device(s) shall store vehicle detection data when the data fails to transmit to the PCS server and shall automatically upload the data once the PCS server connection is restored.

D. **Traffic Lane Delineation**

If traffic lane delineators are recommended by the Contractor in order for the PCS to meet the count accuracy requirements contained herein, VRE will provide and install the recommended delineators in accordance with the Contractor’s instruction.
1.2 **PCS SOFTWARE**

A. The PCS shall have the ability to collect, display and report all PCS-related data as described herein.

B. The PCS shall monitor and communicate parking availability as described herein.

C. The PCS shall interface with VRE’s Microsoft SharePoint server in near real-time. The PCS data shall be pushed every three (3) minutes to the SharePoint server for changed data only.

D. The PCS shall push, at a minimum, the following data to VRE’s SharePoint server:
   1. Vehicle counts
   2. Date (MM/DD/YYYY)
   3. Time (hh:mm:ss)
   4. Location
      a. Parking facility
      b. Lane number

E. The PCS shall push the data in .xml format to VRE’s SharePoint server.

F. The PCS shall purge the PCS server of any accumulated “false positives,” such as back-outs or non-vehicle activity, on a monthly basis.

G. The PCS shall include configurable groups and roles that govern individual access to the system. The assignment of a group/role shall control access to the various modules of the PCS and if the access is update or view mode only.

H. The Contractor shall provide role-based access control using the principle of least privilege for all system functions including system administration and security administration. Access rights to the system for VRE personnel and others shall be defined during implementation.

I. The PCS shall be a browser-based application that meets the following requirements:
   1. PCS software shall be accessible by an authorized user through an internet browser of any web-enabled computer or mobile device.
   2. Users shall not need a client version of the software installed on their workstation or mobile device to access the application.

J. The web-based software application shall meet the following requirements:
1. Provide a single screen where users can view real-time occupancy from multiple parking facilities, total lot capacity, spaces available and percent occupancy at any time.

2. Support lane scenarios with both single and dual vehicle direction.

3. Provide data feeds, which shall be updated every three (3) minutes to VRE’s database and website, of occupancy counts and the number of available spaces in each parking facility.

4. The Contractor shall price the user site license(s) individually for five (5) concurrent users.

5. The dashboard shall be intuitive, user friendly and shall include, at a minimum, the following features:
   a. A graphic and number display of all parking facilities with the real-time status of the number of available and occupied spaces.
   b. Access for authorized users to modify system configurations to include the following:
      i. Manual adjustments to counts.
      ii. Access to view, print and export all reports to Microsoft Excel and Adobe PDF, at a minimum.

6. The Contractor shall provide a web-based software application where users can download lot utilization data on demand to include the following:
   a. Start and end date parameters for lot utilization downloads.
   b. Report options to include time of day range, specific days of the week and lane specific counts over the same range of parameters.

K. The Contractor shall provide application software that has been designed for use in PCS systems and is written in a standard, industry-accepted computer language such as Java, JavaScript, C#, etc. The Contractor shall maintain the PCS software and ensure it is up-to-date with the latest Java version(s).

L. The Contractor shall meet the following reporting requirements:

1. Provide all standard reports available in the PCS solution.

2. Compile the PCS stream of data in a database that is Open Database Connectivity (ODBC) compliant.
3. Provide VRE the ability to prepare custom, exportable reports using the PCS data utilizing, at a minimum, Microsoft Excel via a comma-separated-value file format.

4. Provide a report manual to define the field contents of each report.

5. Ensure all reports can be filtered by the time of day or day of the week for one (1) or more parking facility.

6. Ensure reports can be filtered by volume of traffic by fifteen (15) minute time increments.

7. Coordinate with VRE as required during the system design to address VRE’s specific reporting needs.

M. The Contractor shall identify all third party software packages in the PCS solution, as well as meet the following requirements:

   1. Provide the latest available version, at the time of implementation, of all third party software.

   2. Purchase software maintenance for all third party software naming VRE as the software owner and contact. All third party software maintenance agreements shall remain valid throughout the duration of the warranty period and shall be extended on an annual basis during the post-warranty maintenance period, if post-warranty maintenance is selected by VRE.

1.3 PCS ARCHITECTURE

   A. The PCS shall be a hosted server solution.

   B. No conduit, power and communication networks are available at the VRE parking facilities. Therefore, the PCS solution shall utilize solar power and cellular communication to send counts to an offsite server hosted by the Contractor.

   C. The offsite server solution shall be owned and managed by the Contractor or subcontracted to a hosting company by the Contractor.

   D. The hosted server shall meet industry standard uptimes.

   E. Offline local data storage shall be for seven (7) days.

   F. Archiving shall be provided and shall maintain a rolling thirty (30) days of parking data.

   G. The Contractor shall utilize an industry standard Application Programming Interface (API) tool set to allow simple integrations.

   H. The count solution shall not require a computer to be installed on site, a field hardware controller in each lane, a networked Ethernet drop for each lane and gate hardware.
1.4 **ACCURACY AND RELIABILITY**

The Contractor shall meet the following performance requirements:

A. **PCS**
   1. Hosted server uptime shall be 99.9%.
   2. The PCS database shall maintain 99.9% availability for any single component or associated interface.
   3. Redundant information shall be stored so that no subsystem failure shall compromise copies of the data.
   4. Ensure the PCS operates with minimal impact from weak signal strength at any station.

B. **Counts**
   1. Near real-time counts for the number of spaces available for each parking facility.
   2. Near real-time counts for the number of spaces occupied for each parking facility.
   3. Near real-time counts per lane for each facility.
   4. When offline, the count solution must store counts and automatically upload to the hosted server to update the counts.
   5. Provide automated alerts to defined users when field hardware related to the count solution goes offline.
   6. Provide the ability to manually change counts and record the user making count changes.
   7. Detectors include directional logic to detect the following:
      a. A legal entry;
      b. Illegal entry – entry through an exit lane; and
      c. Illegal exit – exit through an entry lane.
   8. Detect vehicles entering and exiting through the delineated lanes with 98% accuracy, exclusive of invalid counts, as tested in a controlled environment to prevent invalid counts. Invalid counts shall include pedestrians, carts, bicycles and various other foreign objects that enter the detection zones.
   9. During acceptance testing, each vehicle detector shall be tested to ensure counting of valid vehicular movements with 98% accuracy over the testing period. The accuracy
testing procedures to establish passing test criteria shall be determined prior to system testing with approval from VRE.

10. Receive and record count signals within three (3) seconds from the count event.

11. Update the PCS database and Graphic User Interface (GUI) display every three (3) minutes. This frequency shall be user configurable.

12. At any given point in time, no variance shall be allowed between the counts shown on the PCS GUI and the counts recorded in the PCS database.

C. Report Processing Times

1. Report generation for data less than twelve (12) months old shall be less than ten (10) seconds.

2. Report generation for data twelve (12) months or older shall be less than twenty (20) seconds.

1.5 FUTURE SYSTEM EXPANSION

The Contractor shall deliver a PCS that meets the following requirements to allow for future system expansion:

A. Provide occupancy counts per level in parking facilities to accommodate VRE’s needs if it decides to add vehicle detection solutions in the future.

B. Provide parking counts by defined areas and level within each facility.

C. Be readily expandable and upgradeable to accommodate future VRE parking facilities including Potomac Shores, which is expected to start service at a future date.

D. Allow for interfacing with future VRE signage requirements.

1.6 VRE RESPONSIBILITIES

VRE shall be responsible for the following tasks:

A. Provide all electrical access needed to perform installation services.

B. Deliver electronic copies of VRE parking facility layouts.

C. Provide traffic lane delineators as recommended by the Contractor.

D. After the POC installation is formally accepted by VRE, VRE shall provide a Project Manager and staff to install hardware and count detectors (i.e., loops and/or mats) at the remaining VRE parking facilities.
E. After system acceptance by VRE and training by the Contractor, VRE shall monitor and maintain the PCS hardware.

1.7 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the following tasks:

A. Fabricate and deliver all PCS equipment and software as described herein.

B. Provide project management for the POC installation.

C. Assess site conditions to include the following:
   
   1. Recommendations regarding the vehicle detection devices to use in each parking facility.
   
   2. Recommendations regarding the types and location of delineators for each parking facility.

D. Submit a Site Conditions Assessment to VRE prior to the Preliminary Design Review workshop.

E. Review plans and specifications to be certain that all functional requirements, as described, can be achieved with equipment to be supplied.

F. Provide shop drawings of equipment and count detector placements for each VRE parking facility.

G. Coordinate and confirm the final and precise layout of all PCS equipment, conduits and mountings with VRE prior to installation.

H. Run all initial diagnostics and system testing programs necessary to provide a complete working system.

I. Provide all required submittals.

J. Provide, monitor and maintain the PCS servers and software application.

K. Provide cellular service for field devices to communicate to the PCS server.

L. Provide record drawings, operating manuals, maintenance manuals and training sessions as specified herein.

M. Participate in system commissioning as required.

N. Provide warranty services as required.

O. Provide post-warranty maintenance services, if selected by VRE.
P. For the POC location only:

1. Terminate and connect all communications cabling for PCS components.

2. Install all Contractor-supplied equipment and provide interconnection with VRE supplied equipment, if any.

3. Test, adjust and interface circuits prior to installation of equipment.

4. Make all connections of wiring to components.

5. Authorize and accept responsibility for the application of power to equipment and initiate operation.

6. Attend construction meetings, provide schedules as requested and schedule fieldwork to be coordinated with facility operations.

7. Test equipment in accordance with this specification.

1.8 EQUIPMENT AND SUBSYSTEMS

The Contractor shall provide the following:

A. Newly manufactured equipment and associated materials utilized in the PCS. Installation of used or refurbished equipment is prohibited.

B. Fully interchangeable components without the requirement for physical modification for all equipment performing a like function and of the same part number.

C. PCS configuration with device autonomy such that no single point of failure of a device causes an operational failure of surrounding devices. Equipment at a single location that fails causing a shutdown of that device shall not affect the operational status or functionality of any other device.

D. Access to the PCS, which shall be restricted to only VRE approved users on an as needed basis. Each user shall abide by VRE’s policies governing access to the PCS.

E. A backup power supply that supports the PCS for a minimum of thirty (30) minutes in case of a solar power failure.
PART 2 – RELATED DOCUMENTS

2.1 CODES AND REGULATIONS

The Contractor shall be responsible for the following tasks:

A. Obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and Local laws, ordinances, rules and regulations.

B. Comply with Federal and State right-to-know laws if hazardous materials are used. The Materials and Safety Data Sheets (MSDS) shall be made available to all workers and VRE representatives. The Contractor shall report immediately to VRE any spillage or dumping of hazardous materials on VRE property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

C. Maintain current copies of all licenses, registrations or permits required by applicable governing agencies and provide copies to VRE if requested. The Contractor shall keep a copy of all licenses, registrations and permits on the job site while performing the Contract work.

D. Comply with all standards at national, state and local levels including any VRE standards, applicable standard of the International Organization for Standardization (ISO) and National Electrical Code (NEC).

E. Ensure that all Contractor supplied equipment is Underwriters Laboratories, Inc. (UL) approved for use as part of a master labeled lightning protection system and marked in accordance with UL procedures.

2.2 DELIVERY, STORAGE AND HANDLING

A. It is the Contractor's responsibility to protect any PCS equipment from theft and damage until Final System Acceptance, including installation of fencing, locks, and any other security provisions. Should any stored PCS equipment be stolen or damaged prior to Final System Acceptance, the Contractor shall replace the equipment at no additional cost to VRE.

B. The Contractor shall deliver equipment to the VRE Warehouse in the manufacturer's original containers to prevent damage. All equipment shall be marked for easy identification.
2.3 PROJECT/SITE CONDITIONS

A. Environmental conditions shall not inhibit the PCS from performing in accordance with the Contract requirements.

B. The Contractor shall provide a system such that environmental conditions in any cabinet or inside any device do not cause failure of the installed electronics.

C. All field equipment and components shall be fully protected from the ambient environment when installed in the proper housing provided by the Contractor. Operation of the equipment shall not be effected in any way by weather conditions typical to the Commonwealth of Virginia. In addition, operation of the equipment shall not be effected in any way by the following conditions:

1. Ambient Temperatures: -10°F to 100°F (with the addition of solar loading)
2. Humidity: 0% to 99% (non-condensing)
3. Rain: Intense, blowing rain
4. Wind: Comply with local building code
5. Dust: Accumulating and blowing dust and fine sand

D. Electrostatic and electromagnetic forces within the environment, e.g., non-direct lightning strikes, or other types of power interference shall have no effect upon the integrity or operation of the PCS.

E. The Contractor shall present its solution for preventing power interference to VRE for approval prior to implementation.

F. The Contractor shall propose all PCS system requirements that accommodate all appropriate lightning protection methods to use for the location where the equipment is installed.

2.4 PCS MAINTENANCE

A. The Contractor shall provide customer support via telephone during VRE business hours, excluding holidays and weekends. The Contractor shall train VRE staff on installation and maintenance procedures. VRE service hours are 4 A.M. to 9 P.M. EST.

B. The following shall occur after POC Final System Acceptance:

1. VRE shall be responsible for all local maintenance of the PCS hardware components.
2. The Contractor shall be responsible for maintenance of the software, dashboard, reports, interfaces and cellular service.
3. The Contractor shall provide thirty (30) calendar days after NTP, a PCS Asset Lifecycle Maintenance Plan that outlines all timelines for preventative maintenance on each PCS component.

C. After the POC installation, VRE shall assume responsibility for all other PCS installations.

D. The Contractor shall provide software support to include the following:

1. Make available to VRE normal PCS software improvement releases (updates) when they become available at no additional cost to VRE.

2. Provide all PCS software patches and updates free of charge.

3. Seven (7) calendar days prior to all PCS software modifications, patches, updates, and upgrades, the Contractor, must provide accurate and complete documentation that describes the following:
   b. Proposed date and time of implementation.
   c. Detailed description of what the patch/update accomplishes.
   d. Testing performed by the Contractor.

4. If at any time the Contractor ceases to do business or ceases to make their PCS software product commercially available, VRE will assume full ownership of the PCS software. Thirty (30) calendar days prior to ceasing to do business, the Contractor shall provide the most current version of the PCS software source code to VRE.

5. Provide corrective patches and upgrades in the event security vulnerability or system availability issues as discovered.

2.5 SPARE PARTS

The Contractor shall provide the following:

A. One (1) spare unit of each PCS equipment type for VRE to store.

B. A price list for each part of the PCS solution that includes the cost of each part.

C. An itemized list of manufacturers’ part numbers, model numbers, pricing, as well as suppliers’ addresses, telephone numbers and any single source components when parts are delivered to the POC site.
D. Guaranteed component pricing for two (2) years following Final System Acceptance. Prices shall be valid prices for VRE to purchase additional spare parts and components to support the PCS and install the PCS at new locations.

E. Newly manufactured equipment and parts that have been manufactured within the past six (6) months and never installed in any other operational system other than for factory test purposes.

PART 3 – SOURCE QUALITY CONTROL

3.1 REQUIREMENT REVIEW

A. A kick-off meeting shall occur within thirty (30) calendar days of NTP.

B. The purpose of the kick-off meeting is to accomplish the following:
   1. Introduce all team members, roles, and contact information.
   2. Review the project plan and schedule.
   3. Review the PCS requirements in detail.

3.2 PRELIMINARY DESIGN REVIEW (PDR)

A. The objective of the PDR is to perform a detailed review of the configuration decisions required to install the PCS and identify designs that need to be added or modified, as well as to clarify functionality and system requirements raised by the Contractor.

B. The Contractor and VRE shall meet onsite at VRE Headquarters for the PDR meeting. The PDR meeting may be scheduled in conjunction with the kick-off meeting if VRE desires.

3.3 FINAL DESIGN REVIEW (FDR)

A. The objective of the FDR is to review any outstanding configuration and design items from the PDR, finalize all design components of the PCS and finalize the project schedule.

B. The Contractor shall submit any PCS Final Design documents including a revised project schedule to VRE fourteen (14) calendar days before the FDR meeting.

C. The Contractor and VRE shall meet onsite at VRE Headquarters for the FDR meeting.

D. The FDR shall be deemed complete after the FDR has been formally approved by VRE.
3.4 FACTORY ACCEPTANCE TEST (FAT)

A. The FAT shall be scheduled within fourteen (14) calendar days after the FDR has been approved.

B. The FAT shall be held at the Contractor's office.

C. VRE and its representatives shall attend the FAT. VRE shall incur the travel costs for its staff and representatives.

D. The Contractor shall provide the testing plan and test schedule for the FAT within fourteen (14) calendar days from NTP.

E. The Contractor shall provide all test and diagnostic equipment necessary to conduct all FAT tests, measure and record results, isolate, diagnose and de-bug deficiencies, and generate reports and documentation of test results.

F. The Contractor shall notify VRE in writing at least twenty-one (21) calendar days prior to the FAT to confirm the dates and that all components and functionality shall be ready for testing. Any exceptions shall be included in the written confirmation and VRE shall determine if the FAT shall be delayed due to any noted exceptions.

G. The Contractor shall bear all additional costs incurred by VRE and its representatives for any delays in the original FAT schedule and/or if VRE and its representatives are required to return to the FAT test site for additional testing.

H. The FAT test shall demonstrate satisfactory operation and performance of all components of equipment interconnected to simulate, in an online and offline environment, the configuration of components, systems and subsystems, and the weatherproof solutions that shall be installed at the POC to protect the PSC equipment.

I. The FAT shall be performed prior to delivery of production components to the POC site, using components specifically manufactured to meet the requirements of these specifications.

J. All third party devices or subsystems required for a fully functional simulation shall be provided and installed by the Contractor for this test.

K. Components shall be interconnected and shall provide on-line data communication with software produced for this project. At least one (1) fully operational entry and exit lane with each type of vehicle detection device shall be proposed for all VRE parking facilities, solar power solution, cellular communication solution, and offline data retention solution. The software shall be fully integrated with all components and shall properly display real-time counts on the VRE dashboard, as well as acquire, compile and provide all required reports of entries and exits, system activity and alarms, and shall demonstrate all required data security and password authorization features.

L. Entry/exit times, device response times, time-out operations, and all other performance criteria that can be measured without resorting to excessively numerous activity shall be measured for compliance to the specifications.
M. The FAT shall exercise all functional and performance features of devices, subsystems, interfaces, integrations and systems as required by these specifications both in online and offline modes.

N. The FAT shall include production of all required system reports using data generated from activities, violations and alarms produced during the FAT as specified in these specifications.

O. The Contractor shall prepare FAT scripts with expected results and submit them for VRE approval fourteen (14) calendar days prior to the scheduled FAT. The Contractor shall modify the FAT scripts as requested by VRE.

P. The Contractor shall provide a FAT Procedures Document for each component of the PCS solution and test procedures to include the following sections:

1. Narrative describing the general procedures to be followed.
2. Definition of all minor and major deviation types.
3. Checklist of all items necessary to conduct the test (e.g., vehicles, motorcycles, etc.).
4. Checklist for the components of each device.
5. Signature page for all FAT participants’ signatures.
6. Step by step instructions for testing each functionality.
7. Tests for verifying the reporting requirements.
8. Area within each test section to denote “pass” or “fail.”
9. Section for listing and describing test deviations.

Q. The Contractor shall provide bound hard copies of the FAT scripts on the first day of the FAT for all participants and shall include the following:

1. Include pass/fail and comments columns for each test item.
2. Include test signature lines for the Contractor and VRE representatives.

R. After each script is completed, the Contractor and VRE shall review and document the test status of each test item and both parties shall sign the script indicating agreement of the FAT results.

S. The Contractor shall correct deficiencies in components, subsystems or system design, manufacture or installation as required, and re-test in accordance with this section until satisfactory results are achieved.
T. If the components or features are not available or properly functioning at the FAT, VRE may stop the FAT and resume testing after the Contractor has remedied the problems.

U. The Contractor shall bear all costs associated with extending or rescheduling the FAT including travel and labor costs for VRE and its representatives.

V. Approval of the results of the FAT by VRE shall in no way relieve the Contractor from providing a PCS in full compliance with the requirements of these specifications. Approval of the FAT shall not limit VRE's right to later require changes to components, subsystems and systems, including PCS reports to satisfy the requirements of these specifications.

W. At the end of the FAT, the Contractor shall provide VRE with a FAT Report. The Report shall identify all gaps in functionality and all issues that the Contractor must resolve that arose from the FAT.

PART 4 – EXECUTION (FOR POC LOCATION ONLY)

4.1 SITE VERIFICATION OF CONDITIONS

A. The Contractor shall verify all existing conditions in the field prior to implementation. In the event that conditions in the field are different from the conditions described and shown in the Contract, the Contractor shall notify VRE in writing of the exact differences and inform VRE in writing of any implications the differences have on the project.

B. The Contractor shall perform installation and testing in accordance with the following requirements:

1. Coordinate the installation times with VRE.

2. Coordinate any lane/road closures with VRE. Any lane/road closures must be approved by VRE in advance of the closure.

3. Install all equipment described in accordance with the manufacturer's recommendations and the Contract requirements, as well as all applicable Local and State codes and standards.

C. The Contractor shall coordinate with its subcontractors and VRE’s contractors, all necessary site preparation and/or modifications necessary to support equipment installation, as well as all other site preparation work necessary to complete the installation.

D. The Contractor shall immediately inform VRE should any need arise to depart from the approved installation plan.

E. The Contractor shall confirm that users can access the PCS application on their work computers and the application functions correctly.
F. Any patch, upgrade, update or modification to the software during the installation period requires appropriate documentation and VRE approval before the modification is made.

G. Verify that the installation location is prepared and ready to have the installation completed. Notify VRE, in writing, if the Contractor finds that the installation location is not prepared for installation due to unfinished work outside of the Contractor’s scope of work. The written notification shall include detail of the elements that are in need of modification in order to prepare the location for equipment installation.

H. The Contractor shall be responsible for all installation and maintenance of the PCS until the POC has been successfully completed. During the installation at the POC location, VRE staff shall witness the installation process.

I. Coordinate with the responsible entity to correct unsatisfactory conditions.

4.2 FIELD QUALITY CONTROL AND ACCEPTANCE TESTING

A. PCS Contractor Internal Test

1. The Contractor shall submit a test script that will be used for the Internal Test and for the Site Acceptance Test (SAT). At a minimum, the submitted test script shall include all tests performed at the FAT.

2. The purpose of the Internal Test and SAT is to demonstrate to VRE and/or its representatives that the installed equipment and PCS solution complies with the Contract requirements, the Contractor’s product data and to other documentation, such as user manuals.

3. Prior to the SAT, the Contractor shall conduct its Internal Test of the installed equipment at the POC and software to determine that the PCS is operating as defined in the FDR documents.

4. After the Contractor’s Internal Test is complete, the Contractor shall submit the completed test script to VRE.

B. Site Acceptance Test (SAT)

1. Upon successful completion of the Contractor’s Internal Test, the Contractor and VRE shall conduct the SAT to verify performance. The SAT will only be observed by VRE after a fully completed and signed test script verifying successful completion of the Contractor’s Internal Test is submitted. Signed Internal test scripts shall be submitted at least fourteen (14) calendar days prior to the scheduled SAT with VRE.

2. The PCS shall not be activated for service until the SAT has been successfully completed, and VRE has notified the Contractor that it is ready to put the PCS into operation.
3. The Contractor shall provide all ancillary items necessary to complete the SAT for testing purposes. In addition, the Contractor shall make available sufficient personnel to perform the SAT in an efficient and timely manner.

4. Successful completion of a SAT shall occur when all components have passed their respective test procedures and all test documents have been signed by VRE and the Contractor. Minor deviations resulting in the creation of punch list items shall not be considered grounds for failure of the overall SAT. Major deviations found during the SAT will result in the retest of the device.

5. The Contractor shall agree to credit VRE from its total contract value for any travel and/or labor costs incurred by VRE or its representatives because of additional effort required to retest failed devices.

C. Operational Demonstration Test (ODT)

1. The ODT is comprised of all equipment, systems and subsystems performing under actual conditions, e.g., normal activity recording, and reporting procedures. The ODT demonstrates, over a period of ten (10) consecutive calendar days, the successful performance of all aspects of the PCS.

2. During the ODT only routine maintenance procedures, as defined by the preventative maintenance manual and according to industry standards, are permitted. All other maintenance procedures must be approved in writing by VRE before they are performed; otherwise, they constitute a failure of the ODT and a mandatory restart.

3. VRE reserves the right to be present for all onsite services during the ODT.

4. The ODT shall begin after successful completion of the SAT on a date mutually selected and agreed to in writing by VRE and the Contractor and at a time designated by VRE. The ODT shall monitor system performance of the entire system operating as a single unit.

5. The Contractor shall submit an ODT Procedures Document in accordance with the submittal requirements. The ODT Procedures Document is intended to outline procedures for monitoring the overall performance of the PCS and shall not include test procedures for individual components. The ODT Procedures Document shall include the following:
   a. A narrative describing the general procedures to be followed.
   b. Methodology for calculating the downtime for the various PCS components.
   c. Methodology for calculating the accuracy of the PCS.
   d. Electronic tracking document to be used during the ODT period for documenting failures and downtime.
6. The ODT shall continue for ten (10) consecutive twenty-four (24) hour periods during which all the performance criteria, stated below, must be achieved. If during the ten (10) day period the system fails to meet any one (1) of the following specified performance criteria, the test shall begin anew on a day agreed upon by VRE and the Contractor. The Contractor agrees to credit VRE from its total contract value for any travel and/or labor costs incurred by VRE because of retesting the system.

a. No individual subsystem is operationally unavailable for four (4) or more hours cumulative during the ten (10) day test period.

b. If any single component fails more than once during the ten (10) day period for the same reason, it shall be replaced upon the second failure with a newly manufactured component of the same type and the test shall continue.

c. No component of a given type shall fail more than three (3) times during the thirty (30) day test period for the same reason. Upon the fourth failure, all components of that type shall be replaced or modified to correct the common deficiency, and the test shall restart from the beginning.

7. In addition to the system reports generated during the ODT, the Contractor shall provide VRE a one (1) page summary report that clearly provides the percentage of system accuracy, overall percentage of downtime and causes of that down time.

8. The Contractor shall provide to VRE a corrective action report that provides a detailed description of each failure that occurs during the ODT. The corrective action report shall include the type of failure, why the failure occurred, what was done to remedy the failure and whether or not the failure resulted in a restart of the ODT.

9. All reports require 100% accuracy and shall be reconciled against one another over the ten (10) day testing period, otherwise the test shall be deemed a failure, problems shall be corrected and the test restarted.

10. A subsystem is considered unavailable as long as any major component of the subsystem is not functioning. As an example, the major components include, but are not limited to, the following:

   a. PCS Application and User Interface
   b. PCS Monitoring
   c. Data Communication
   d. Power Supply

11. An inoperative subsystem shall not be deemed unavailable if it has become inoperative because of the following:
a. Malicious damage or vandalism to a component(s) by employees, patrons or others.

b. Network connectivity issues beyond the PCS.

c. PCS failures due to VRE provided equipment issues and/or failures.

d. Failures caused by a third party.

e. Act of God.

12. Should a failure occur in the system that is caused by normal hardware failure, it shall be repaired and the test resumed with downtime accrued. Where the failure causes inadequate test data to be collected or a loss of test data, then the test shall be restarted from a point where it can be successfully completed with data to verify compliance with the Contract requirements and the Test Procedures Document.

13. If the system “crashes” during a test, then the test shall be stopped. “Crash” is defined as a failure in which the PCS cannot properly process vehicle detection counts and display space availability on VRE workstations. The Contractor shall analyze the cause of the system “crash,” document the cause in a system problem report, responsively repair the flaw and document the repair in a corrective action report.

14. Where corrective action impacts delivered documentation, the documentation shall be corrected prior to Final System Acceptance.

15. Upon formal written approval of the corrective action report by VRE, testing may continue if a problem has been encountered as long as the Contractor can clearly demonstrate that the failure is associated only with one (1) function of the system, corrective action has been taken to remedy the failure and the corrective action does not impact other areas of the system.

16. Where the system does not perform a function or incorrectly performs the function but the system does not crash, testing may continue, as long as the function is corrected and all of the following conditions are met:

   a. The functionality of the vehicle detectors works properly.

   b. No personnel, vehicle or driver safety issues exist.

   c. The PCS application and user interface function properly.

   d. The PCS Mobile Application functions properly.

   e. Data archiving operates in accordance with the Contract requirements.

   f. Failure does not cause loss or contamination of data.
g. All reports are 100% accurate.

17. Where the above criteria are not met, the test shall be stopped and corrective action taken and verified prior to restarting the test.

18. During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes data loss, system instability (crash), and/or contamination of the data and the database, the Contractor shall immediately correct the problem. Testing will continue until a consecutive thirty (30) calendar day period of stable operation is achieved. Stability is defined as the proper functioning of the PCS with a failure having no impact on the continued system operation or on the integrity of data.

D. Punch List

1. Starting with the beginning of installation through Final System Acceptance, the Contractor shall submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.

2. All deviations noted during acceptance testing shall be recorded on the Punch List.

E. Final System Acceptance

Final System Acceptance will be submitted by VRE, in writing to the Contractor, upon successful completion of all acceptance tests and upon verification by VRE of complete resolution of all outstanding items on the Punch List.

F. Instruction and Training

1. By means of instructional classes augmented by individual instruction as necessary, the Contractor shall fully instruct VRE’s designated staff in the installation, operation, adjustment and maintenance of all PCS products, equipment and systems, including application views, report generation and data exports.

2. The Contractor shall submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. VRE will tentatively approve or suggest changes to the training schedule at that time.

3. Seven (7) calendar days prior to each instruction session, the Contractor shall submit an outline of the instruction material and approximate duration of the session. Ample time shall be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the PCS and allow VRE personnel to have hands-on experience with the PCS.

4. All instruction courses shall consist of classroom instruction and actual ‘hands-on’ experience. Classes will be set up in a room designated by VRE.
5. The Contractor shall provide one (1) instructor for the duration of each program that speaks fluent English in a clear and precise manner.

6. The Contractor shall provide class material to include schematics, as well as an overview and descriptions of the equipment.

7. The Contractor shall provide documentation required for instructing VRE personnel. VRE retains the right to copy training materials as frequently as required for ongoing internal use only.

8. The Contractor shall provide an instructional notebook or user manual to accompany every instruction course. Submit a hardcopy of the user’s manual per the submittal guidelines. In addition, all manuals (instruction and maintenance) shall be submitted in electronic format. The user’s manuals shall be written in common English with appropriate photos, diagrams and schematics to supplement the text.

PART 5 – QUALITY ASSURANCE

5.1 QUALITY ASSURANCE

A. All PCS components and their installation must comply with all laws, ordinances, codes, rules and regulations of public authorities having jurisdiction over this part of the work. It is the responsibility of the Contractor to meet these and all other current technical, performance and safety standards that are applicable to all components and to the entire system, even when not specifically referenced.

B. The PCS will be an open-architecture system where all interfaces (hardware and software) conform to national and ISO standards.

C. Equipment and materials which are not covered by UL standards may be considered provided equipment and material and shall be listed, labeled, certified or otherwise determined to meet safety requirements of a nationally recognized testing laboratory.

D. Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines it to be safe, shall be considered if inspected or tested in accordance with national industrial standards, such as National Electrical Manufacturers Association (NEMA), or American National Standards Institute (ANSI). Evidence of compliance includes certified test reports and definitive product data.

5.2 PROJECT MANAGEMENT

A. The Contractor shall designate a responsible individual, subject to approval by VRE, to serve as Project Manager (PM) for the POC installation. This individual shall have prior experience in management of PCS implementations and shall be familiar with the design, subcontractor equipment procurements, construction, test and inspection of PCS equipment.
B. The Contractor’s PM shall be responsive to the needs of VRE as required by the Contract.

C. The Contractor’s PM shall ensure that the project tasks are completed on time and within budget. The Contractor’s PM shall coordinate design and engineering activities, shall keep VRE fully informed of the status of the project, shall have the authority to make key project decisions and shall promptly and regularly notify VRE of any risks that may impact the timely or effective completion of the task, milestone, or project.

D. The Contractor’s Project Manager shall recommend any mitigation to risk and implement them as agreed by VRE.

E. The Contractor shall clearly outline the availability of the PM with any conflicts with existing or future project work.

F. VRE has the right to request a replacement of the proposed PM should the resume or performance of the individual be deemed inadequate.

G. The Contractor shall designate a responsible individual, subject to approval by VRE, to serve as the on-site Installation Manager for the POC installation. This individual shall have prior experience with the hardware and software versions being installed for this project, as well as experience in management of PCS installations. The Installation Manager shall be skilled with design, subcontractor equipment procurements, construction, testing and inspection of PCS equipment.

H. Within thirty (30) calendar days of NTP, the Contractor shall submit a Project Management Plan to VRE for approval. The Project Management Plan shall be updated as necessary to incorporate changes in the project or its schedule. The plan shall include the following:

1. Methods and communications to be used to control the program schedule, design reviews, technical performance, program changes, subcontracts, purchase orders, material procurement, in-service support, warranty, systems assurance analysis, tests and demonstrations.

2. Description of the process to track and control project correspondence.

3. Submittal list and schedule listing of drawings, documents and data to be submitted for review and approval during the design review phase of the program and a schedule for the submittal of this information.

I. The Contractor shall use the approved Master Project Schedule to manage executing the work for this Contract.

J. In addition to printed copies, all submittals of the Master Project Schedule shall be provided in an approved electronic media.

K. A preliminary version of the Master Project Schedule showing key milestones and events, including those identified in the Contract shall be submitted within twenty-one (21) days from NTP.

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L. The Contractor shall provide an updated Master Project Schedule on a monthly basis.

M. The Contractor shall submit to VRE a monthly progress report by the fifteenth (15th) day of each month that covers activities for the previous month.

N. Monthly progress reports shall include elements of progress, risks and issues regarding the project.

O. Within fourteen (14) calendar days after NTP, a kick-off meeting shall be held in the offices of VRE. In attendance shall be VRE, the Contractor’s PM, and other appropriate VRE and Contractor personnel.

P. VRE shall prepare an agenda and meeting minutes for distribution. The kick-off meeting shall permit all parties to the Contract to validate their understanding of the overall schedule, terms and conditions, scope of work and responsibilities.

Q. At the kick-off meeting the parties shall discuss and identify the items to be submitted for the design reviews.

R. Job Coordination Meetings (JCMs) shall be held bi-weekly, at the offices of VRE or the Contractor as selected by VRE; with some attendees joining via teleconference. The Contractor’s PM, IM, and other appropriate Contractor and subcontractor personnel, based upon the anticipated agenda, shall attend. At VRE’s discretion, the JCM’s may be held by teleconference.

5.3 CONFIGURATION MANAGEMENT

A. The Contractor shall maintain strict control and records of all hardware and software design changes throughout the development, testing, production and warranty periods. Configuration files shall be similarly managed with strict version controls.

B. The configuration files and operational parameters to be managed shall include:

1. Product and related rule changes.

2. PCS equipment locations, identifiers and types.

3. Event and alarm descriptions, categories and priorities.

4. Technician identification and access codes.

C. The Contractor shall make no changes to the hardware design of any PCS device, component, or subcomponent subsequent to design approval without the written approval of VRE. VRE reserves the right to require the Contractor to repeat any portion of the testing program when the Contractor requests a post-design change to the hardware design.
D. When post-design hardware changes are required and approved, the Contractor shall submit a Hardware Update Plan for VRE review and approval. The Contractor shall then implement the approved hardware change according to the approved Hardware Update Plan.

E. After completing an approved hardware update, the Contractor shall submit a Microsoft Excel spreadsheet with an updated listing of the serial numbers and version numbers of the affected hardware components. This listing shall include the date the revision was applied to each item.

PART 6 – EQUIPMENT PROTECTION

The Contractor shall provide protection for all above ground equipment components installed near drive isles to prevent damage by vehicular movements by protective bollards or other barriers, as recommended by the Contractor.
ATTACHMENT V.4

PROOF OF CONCEPT
LOCATION DRAWINGS
Spotsylvania Station
automated parking count system

Virginia Railway Express
ATTACHMENT V.5

VRE PARKING FACILITY PHOTOGRAPHs
1. **Broad Run Station**
2. **Manassas Station**
3. **Manassas Park Station**
4. **Burke Centre Station**
5. Rolling Road Station
6. **Backlick Road Station**
7. **Fredericksburg Station**
8. **Leeland Road Station**
9. **Brooke Station**
10. Quantico Station
11. **Rippon Station**
12. **Woodbridge Station**
13. **Lorton Station**
VRE POLICY

It is the policy of the Virginia Railroad Express (VRE) to comply fully with all applicable laws and regulations concerning project activities on VRE property and equipment (including rolling stock).

All companies performing any work on VRE property must have an adequate written “Safety and Security Plan” to protect the safety of people and property on site and the surrounding area. The “Plan” must be reviewed and approved by the VRE Project Manager and the Manager of System Safety and Security. Upon approval, the “Plan” must be strictly followed by the Contractor performing the work.

EXHIBITS

Exhibit A – Rules to Live By (34 pages)
Exhibit B – Critical Safety Roles for VRE Projects (4 pages)
Exhibit C – Contractor Safety and Security Plan for Specific Project Site (4 pages)
EXHIBIT A

RULES TO LIVE BY

Contractor Safety and Security Awareness

May 1, 2014

(34 Pages)
Effective May 1, 2014

Rules to Live By

Rules and Guidelines Governing All Employees, Contractors and right-of-entry grantees on properties owned or Managed by Virginia Railway Express.

Effective May 1, 2014
Virginia Railway Express
Employee Statement of Rules Receipt, Understanding and Compliance

The pages of this rules book and the companion video form the basis of conduct for all personnel granted access to VRE property. These safety and security rules serve as a minimum standard and will not supersede rules and guidelines that are more restrictive. Remember, you are accountable for your safety.

Each employee of a contractor or sub-contractor will complete and sign this form and return it to their supervisor to forward to the VRE project manager prior to the arrival date on VRE property to begin work.

By signing this form, each employee certifies that they have read, understand and guarantee compliance with the rules in this book and any other applicable local, state, railroad and federal rule in effect.

This form also certifies that the employee will hold VRE and its parent commissions; Potomac and Rappahannock Transportation Commission and Northern Virginia Transportation Commission as well as their member jurisdictions harmless of any liabilities, injuries or damages that arise from non-compliance of these rules and guidelines.

**Any observation of non-compliance or insubordination to the instructions of a VRE employee will result in removal from VRE property.**

Employee Name_________________________________________________________Date_____________

Employer_____________________________________________ Contractor _____ Subcontractor _____

Signature______________________________________________________________

This certification will remain valid for one calendar year from the date of the signature.
Introduction

Virginia Railway Express (VRE) is a commuter-rail system that connects the communities of Northern Virginia with the central business districts of Alexandria, Crystal City, southeast Washington D.C and Capitol Hill. We offer our passengers a safe, clean and comfortable service and are proud of the work our staff and contract employees do every day to ensure our passengers get the best commute VRE can offer.

We are excited to welcome you to VRE’s properties and hope you’ll enjoy the experience. Always remember that when on VRE property, you are VRE. Your actions and appearance are the first impression for a number of regional contractor and regulatory agency personnel. Professionalism and courtesy is expected at all times. Additionally, please know that you will always have the full support from all levels of VRE to immediately report an unsafe or unsecure condition or practice.

Safety and security are two critical areas that contribute to VRE’s success. Safe companies are able to hire and retain the best employees who in turn work to deliver a great commuting experience to passengers. Additionally, the region we operate within is one of the most security sensitive regions in the United States; each of us must constantly be aware of our unique role in securing VRE and never become complacent.

This booklet is intended to serve as a standard of conduct for all personnel working on or about VRE property. Compliance with the policies herein is essential and will help ensure your safety. The work you perform on the property is vital and we thank you for your service.

Doug Allen
Chief Executive Officer

Rich Dalton
Deputy Chief Executive Officer
Chief Operating Officer

Remember, there is no assignment so important that we cannot take the time to do our work safely.
Quick Contacts

Report all emergencies to 911

CSX Railroad Public Safety Coordination Center (Spotsylvania to L’Enfant)..........................1.800.232.0144
NS Railroad Public Safety Coordination Center (Broad Run to Backlick Road).......................1.800.453.2530
Amtrak Police (Union Station)........................................................................................................1.800.331.0008
VRE Communications Desk (430a-930p).....................................................................................571.238.9106
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Applicability

Any individual present in an official capacity on or about property owned or leased by the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission (jointly “the commissions” or “VRE”) for the public and private use of the Virginia Railway Express (VRE) shall be governed by the rules and guidelines listed in this book.

If any rule or guideline is determined to be less restrictive than another applicable federal, state, local or railroad rule currently in effect, the most restrictive rule will apply.

All contractors and employees are required to be familiar with the requirements outlined herein and a minimum of one (1) copy of this manual must be present on all job sites. You are accountable for your own safety.
# JOB & SAFETY BRIEFING GUIDE

**RULE 1.0.1 OF THE VRE RULES TO LIVE BY**

Manual requires detailed conversations with everyone in a work-group about key elements of safety, security and the work to be done. Use this form to guide your job and safety briefings while on VRE property.

## BRIEFING GUIDE FOR GENERAL WORK

| Date | | | |
|------|-----------------|
| Work Address/Name | | | |

| Employee In Charge | | | |
|-------------------|-----------------|

| Emergency Contact | | | |
|-------------------|-----------------|

| Safety and Job Briefing | | | |
|-------------------------|-----------------|

- Proper PPE?
- Additional PPE necessary?
- Tools & Equipment inspected?
- Ladders and Fall Protection inspected?
- No one closer than 4 ft to a track?
- Location and Presence of First Aid?
- Evacuation spot identified?
- Security and Safety Concerns discussed?
- Reviewed Contents of Rules to Live By?
- Reviewed Weather Forecast?
- Reviewed Drug & Alcohol Prohibitions?
- Are proper safeguards in place on the electrical services or tools being used?
- Are there any conditions present that would prohibit the safe completion of any work?
- Have all employees been asked if they understand the work to be performed?

Remember, there are no assignments so important or services so vital that shortcuts and compromises to personal safety and security should be taken.

## BRIEFING GUIDE FOR WORKING ON DR ABOUT RAILROAD TRACKS

| Date | | | |
|------|-----------------|
| Work Address/Milepost | | | |

| Operating Railroad: VRE CSXT NS AMT | | | |
|--------------------------------------|-----------------|

| Employee In Charge | | | |
|-------------------|-----------------|

| Emergency Contact | | | |
|-------------------|-----------------|

| Safety and Job Briefing | | | |
|-------------------------|-----------------|

- Proper PPE?
- Blue flags or on track protection?
- Tools & Equipment inspected?
- On track equipment inspected?
- Is Railroad Flagman present?
- Location and Presence of First Aid?
- Evacuation spot identified?
- Security and Safety Concerns discussed?
- Reviewed Contents of Rules to Live By?
- Reviewed Weather Forecast?
- Reviewed Drug & Alcohol Prohibitions?
- Are there any conditions present that would prohibit the safe completion of any work?
- Have all employees been asked if they understand the work to be performed?

Remember, there are no assignments so important or services so vital that shortcuts and compromises to personal safety and security should be taken.
General Safety and Security Rules for VRE Property

Job and Safety Briefings

Job and safety briefings are a critical element to ensuring work performed anywhere on VRE property is completed safely and correctly. Never assume that every employee in your crew has a complete understanding of the work that will need to be done, the hazards that exist at the job site and the best methods to assist in the event of an emergency.

1.0.1 Job briefings must be detailed and take place prior to starting any work. They should include details about the work being performed, slip-trip-and fall hazards, weather, staying hydrated or warm, pinch points and emergency response plans and good housekeeping steps.

1.0.2 In the event something changes during the work or more employees arrive, stop work and hold another complete job and safety briefing so that everyone has the same level of awareness and understanding.

1.0.3 Ensure that your prework job and safety briefing identifies a place of safety away from your worksite and away from active railroad tracks, power lines, etc. This spot will be used for employees to evacuate to in the event of an emergency.

Personal Protective Equipment (PPE) - General

2.0.1 Personal Protective Equipment Inspection and Condition

All VRE staff and contractors are responsible for ensuring their PPE is in good working order. Inspection of all PPE elements must take place prior to your tour of duty. Damaged, improperly functioning or missing elements of PPE must be reported to your immediate supervisor upon discovery.

2.0.2 Storage of PPE on VRE Property

Personnel may store their PPE in appropriate areas of VRE property provided that upon entry to these facilities, they proceed directly to obtain their PPE and stay clear of any train movements and other potential hazards. (Note – fully qualified train crewmembers transitioning from crew buildings to their trains are not required to wear reflective vests)
Personal Protective Equipment (PPE) Elements and Requirements

Eye Protection

2.1.1 Eye protection that meets ANSI Z87.1 with side shields is required. Prescription eye protection must meet ANSI Z87.1 and may not be of a variable tint type. Exceptions are when indoors in an office or a restroom.

   i. Sun glasses that meet ANSI Z87.1 with side shields may be worn outdoors only. Prescription wearers are permitted to wear "drop-in" type sunglasses.

2.1.2 Eye protection must be worn at all times when the following apply:

   i. Designated by signs or instructions
   ii. On the grounds of VRE’s Maintenance Facilities (excluding enclosed offices)
   iii. Inside VRE’s warehouse facilities
   iv. Performing maintenance functions at VRE stations
   v. Operating fork trucks
   vi. On or about active construction sites or active railroad right-of-way

Hearing Protection

2.2.1 Hearing protection is required to be worn at all times when:

   i. Designated by sign or instructions
   ii. Operating fork trucks or other heavy equipment
   iii. Operating of within 15 feet of hand tools and equipment in use
   iv. Conducting load tests on locomotives (Main Engine or HEP)

If your work places you within 25 feet of active mainline tracks and a foreman or roadway worker in charge is present, hold a safety briefing with him/her to determine when hearing protection can be safely worn.

Hard Hats

2.3.1 Approved hard hats are required when any of the following apply:

   i. When you are within a VRE Service and Inspection (S&I) facility and in the yard when overhead crane or equipment jacks are in use, when performing work under equipment spotted over the inspection pits, when overhead lighting is being repaired or replaced and when facility repairs or maintenance is being performed within the overhead space of the S&I building.

2.3.2 Approved hard hats are required at all times when:

   i. Instructed by supervisors or other safety personnel
   ii. Designated by sign or instruction
2.3.3 Hard hats must be in good condition and may not be altered or changed (i.e., painted). Do not alter the suspension or punch holes in a hard hat. Whenever hard hats are worn, the bill must be facing forward, except when equipped with welding hood attachments.

Safety Shoes

Safety shoes must be worn on VRE property or adjacent to active railroad property at all times.

2.4.1 Safety shoes must comply with the following minimum standards:
   i. Sturdy design applicable to the type of work performed (e.g. extra protection is required when performing cutting or welding work)
   ii. Minimum six (6) inches in height
   iii. Lace up (no Velcro or metal snaps)
   iv. Defined heel
   v. Rugged soles

2.4.2 Safety shoes that otherwise meet the above requirements, but have worn soles are not considered compliant with the above requirements.

Outer Wear

Outer wear compliant with the following requirements must be worn on VRE property or adjacent to active railroad property at all times.

2.5.1 The following are considered minimum appropriate attire:
   i. Long Pants free of tears or holes
   ii. Shirts with sleeves (no tank tops or shirts with cut off sleeves)
   iii. Safety Shoes (as defined in item 2.4.1 above)
   iv. Reflective Wear (see item 2.6.1 below)

2.5.2 Loose fitting outer wear that has the potential for getting caught on shop equipment or other obstacles is not permitted.

2.5.2 Attire must be carefully considered before arriving to the work-site to prevent exposure-related illness or injury. Remember that many locations on VRE’s system experience wide swings in temperature, storms and shelter may be limited.

Reflective Wear

2.6.1 Reflective vests, shirts or jackets consistent with ANSI III standards featuring lime green cloth and reflective striping must be worn by staff, contractors and visitors when the following apply:
   i. Designated by signs or instructions
   ii. On the grounds of VRE’s Maintenance Facilities (excluding enclosed offices within)
   iii. Inside VRE’s warehouse facilities
   iv. Performing maintenance functions at VRE stations
   v. Operating fork trucks or other equipment
   vi. On or about active construction sites or active railroad right-of-way
2.6.2 Reflective vests will be issued to all VRE staff members and contractors and stocked at the VRE Warehouse. VRE will also have reflective vests available at VRE Maintenance Facilities and VRE Headquarters for visitors.

2.6.3 Personnel should return damaged or worn-out reflective vests for replacement to their supervisor.

2.6.4 If VRE denies issuance of a reflective vest, this does not exempt personnel from having reflective wear while at VRE Crossroads and Broad Run facilities.

2.6.5 VRE reserves the right to deny the issuance of a reflective vest to an individual if it is found the individual habitually misplaces and/or loses their vests supplied by VRE.

2.6.6 Supervisors can sign for a work group of reflective vests and distribute them, but must properly manage issuing an excessive amount of reflective vests to individuals in their work group.

2.6.5 Reflective Wear Exemptions and Special Conditions

i. Suppliers, couriers and drivers making deliveries to VRE Maintenance Facilities who are not under regular Contract with VRE

ii. Train crews (Engineers, Conductors and Assistant Conductors) while performing their normal duties at VRE Maintenance Facilities are exempt from the requirements to wear reflective material. However, if in the event that anyone serving in these job classifications must leave the train while enroute and outside the limits of a passenger platform, reflective wear must be worn.

Prework and Daily Inspections of Tools and Equipment

3.0.1 All tools, equipment and related components brought onto or in place at a VRE jobsite must be inspected prior to beginning any work and on a daily basis.

3.0.2 If any element critical to the safety and proper functioning of the equipment, device or tool is found to be damaged or otherwise in a state of disrepair, it must not be used and removed from the jobsite with proper markings preventing continued use until repair or replacement.

3.0.3 Check to ensure that safety guards or appliances are in place and function properly. VRE does not permit the bypass of any safety device built into equipment brought onto its property.
**General Daily Requirements for Working on VRE Property**

VRE mandates strict adherence to all railroad, local, state and federal codes and regulations pertaining to safety, structural integrity and security. OSHA and Virginia OSHA codes are observed on VRE property where applicable. If you damage VRE property, report it immediately. Do not try to make repairs yourself.

**Rules for Working at Passenger Stations and Interacting with Passengers**

4.0.1 Neat worksites are a requirement for working on or about VRE property, especially in areas utilized regularly by passengers or employees. Debris must be kept away from passenger walkways and trash must be removed from the worksite daily.

4.0.2 Tripping hazards such as cables or building materials or other hazards that cannot be removed from the worksite must be clearly marked and barricaded where necessary.

4.0.3 Brush dust and debris from benches and ticket machine surfaces during the course of your work.

4.0.4 If you are working on a passenger platform when a VRE or Amtrak train arrives to the station or passengers are present, stop work and do not operate power tools louder than the average human voice.

4.0.5 Spitting, using profanity or smoking on passenger platforms is prohibited.

4.0.6 Attire with profanity or vulgar content is prohibited on or about passenger platforms.

**Facility Security Rules**

4.0.7 All doors, gates, cabinets and other elements with lockable and latchable securement must be kept closed and/or locked at all times unless active work requires that they be kept open.

4.0.8 If you encounter unsafe conditions, suspicious activity or are approached by individuals claiming to be representatives of a local or federal agency, always ask for identification. Report any issues to 911 and your VRE representative immediately.

4.0.9 Instructions from local, federal law enforcement or VRE employed security officers must be complied with.

4.0.10 Materials used for the work must be stored or secured according to your safety and security plan or VRE representative during hours in which no one will be working. Theft of any compressed gas canisters, derailing devices or heavy track tools should be reported to VRE immediately.
Working in Inclement or Extreme Weather Conditions

4.0.11 During inclement weather or extreme hot or cold, you must safeguard yourself against exposure. Hydration or warming pauses must be taken regularly.

4.0.12 When thunder is heard, all outdoor work must cease and sturdy and grounded shelter must be sought until foreman in charge determines through a reputable weather forecasting source that the storm danger has passed.

4.0.13 Be aware of ice sheets on sloped building or platform canopies that could cause damage or injury during work beneath them.

4.0.14 Do not drive through swiftly moving water on road or pathways.

Snow Clearing Procedures

4.0.15 When removing snow from platforms, do not push deep snow or heavy ice sheets onto the tracks. Passing trains are equipped with plows and will push the snow back onto the platform.

4.0.16 Motorized snowplows and snowblowers must not be used within four feet of the nearest railroad rail.

4.0.17 When shoveling, always face the tracks to enable a clear view of the tracks and any trains that may be approaching.

Drug and Alcohol Rules

5.0.1 Being under the influence of drugs and/or alcohol while on VRE property will be grounds for immediately removal from VRE property and/or termination of your contract or employment.

5.0.2 Drug and alcohol and related paraphernalia are not permitted on VRE property.

5.0.3 Employees or contractors performing work designated as safety and security sensitive should anticipate random drug and alcohol testing while on VRE property. Contractors should have the capability to request random drug screenings of all employees performing safety sensitive work on VRE property.
Working Near Tracks and Rail Equipment

*All tracks are to be considered active.* Anyone on or about VRE or host railroad property *must expect moving rail equipment on any track, at any time and operating in either direction.* Special protections defined under a system of rules called Roadway Worker Protection (RWP) will be required for most work closer than twenty-five (25) feet of active mainline railroads and a railroad appointed flagman for work within four (4) feet of the nearest rail of a railroad track.

While working on or about VRE’s property, you will encounter two classifications of railroad track.

1) **Main Track** - track designated as a main track can be compared to a main highway. Trains generally travel at higher speeds and can travel in either direction at any time.

2) **Yard Track** – track designated as yard track can be compared to driveways or parking lots. Rail equipment can be stored on these tracks. Trains generally travel at lower speeds but can still travel in either direction at any time.

**Roadway Worker Protection (RWP)**

Working closer than four (4) feet of the nearest rail of VRE’s host railroads, CSXT and Norfolk Southern will require a valid roadway worker training certification card in addition to a railroad flagman. Our host railroads have approved STV/Ralph Whitehead Inc. as their official certifying organization for roadway worker protection.

For information on this training, contact STV/RWA at 704.816.2551

**Crossing Tracks**

6.0.1 Prior to crossing tracks in any manner (foot, vehicle, etc.) you must stop, look and listen for movement to ensure it is safe. Always cross in an area with sufficient line of sight to ensure you can see an oncoming train.

6.0.2 When crossing the tracks, do so at level stone or paved crossing surface provided. Only if these facilities are not available near your position should you cross directly over the open rails.
6.0.3 When your work requires you to cross over a track without a paved crossing surface, cross by following the wooden crossties. In order to minimize the time you spend within the track itself (called “the gauge”), do not cross diagonally or at widened switch points. See illustration:

![Elements of a track switch](image)

6.0.4 Do not walk lengthwise between the two rails of a track (known as the “gauge” of the track) and do not step on the actual rails.

**Working Adjacent to Tracks**

6.0.5 Rail equipment can overhang the rails of tracks by a foot or more. To determine that you are safe from being struck, your outstretched arm should be no closer than directly over the outside edge of the wooden railroad tie of the nearest track in VRE’s yards.

6.0.6 When working on or about VRE yard tracks, you must ensure that you are properly protected with blue flags and maintain constant radio or audible communication with a VRE employee responsible for train movements in the yard.

6.0.7 When working on or about VRE tracks between a mainline control point and the perimeter fencing of the rail yard, personnel must contact the appropriate railroad train dispatcher to request block devices on the switch providing access to VRE’s yards.
6.0.8 Under no circumstances are personnel without specific authority permitted to operate track switches, adjust blue flags or on-track derails or any other equipment on the property. No rail operations or mechanical department personnel are authorized to ask you to circumvent this rule.

6.0.9 Electrical power connection stations for rail equipment are located at the southern ends of each of VRE’s yards and inside the equipment service and inspection building. This area presents tripping and electrocution hazards. Never step on or near the cables and do not handle them or any of the components associated with the power stations. If something appears wrong, notify the appropriate supervisor.

6.0.10 If you are working on a passenger platform when a train approaches, stop work and observe the passing train until it passes. Report smoke, fire, sparks or shifted loads using the railroad contact information at the back of this manual.

Operating On-Track Equipment in VRE Yards

7.0.1 Only qualified personnel will be permitted to operate on-track equipment in VRE’s yards.

7.0.2 Prework and calendar day equipment inspections are mandatory.

7.0.3 When planning to operate on-track equipment, you must have an employee/foreman in charge who remains in constant radio communication with appropriate VRE mechanical personnel in charge of train movements in the yards.

7.0.4 When on-track equipment is not being used, ensure any mechanical extensions are retracted, tiedowns are secured and any handbrakes and wheelchocks are set. At no time are track-mounted wheeled vehicles permitted to be left unattended without brakes and/or chocks.
7.0.5 Three points of contact are required at all times when mounting or dismounting equipment.

**Working Around Rail Equipment**

7.1.1 Expect movement from standing pieces of rail equipment at all times and only cross railroad tracks occupied by rail equipment when absolutely necessary. Space yourself at least fifty (50) feet from the facing end of the equipment and observe the equipment for movement prior to crossing in accordance with rules 6.0.1 – 6.0.5

7.1.2 Do not touch cables or hoses on or around rail equipment. Consider all cables to be energized and all hoses to be fully pressurized. If something does not look as it should, notify the appropriate supervisor or VRE personnel.

7.1.3 When rail equipment passes within close proximity to your location, stop your work and watch it pass. Ensure you provide yourself a good distance of fifteen (15) feet from the moving equipment when possible.

7.1.4 Never crawl under or climb over rail equipment.

7.1.5 Unless authorized by your VRE representative, never climb or ride on the outside of cars and locomotives.

7.1.6 If your work requires you to maintain radio contact with VRE mechanical or operations personnel, ensure that you perform radio checks following your job briefing to ensure proper communication.

**Welding Safety**

8.0.1 Hotwatches, or people prepared to extinguish spark fires are required for all structural welds and welds that occur higher than six feet from the ground.

8.0.2 Welding masks that fit securely and are in-place to cover the eyes must be worn at all times when welding.

8.0.3 Make sure proper grounding procedures are followed when welding.

8.0.4 Exterior welding is not permitted during rain.

8.0.5 When welding on or about areas where passengers or other employees may be present, proper shields must be in place where advised by your VRE representative.

8.0.6 Do not weld at passengers stations while passengers are present.

8.0.7 Masks and proper PPE must be worn at all times when welding.

8.0.8 Do not weld on surfaces covered with paint.
Digging and Excavations

9.0.1 Never dig on VRE property without specific authorization.

9.0.2 In the event flash flood warnings are in effect or heavy rain is falling, pit work must stop.

9.0.3 Digging or upsetting fill areas or slope-toes adjacent to a railroad track must be done under the approval and supervision of railroad-appointed engineering department employees.

9.0.4 Silt fences are required when excavating on or about drainage areas.

9.0.5 Cuttings from drilling and boring activities as well as dirt and fill from excavations should be properly disposed of. Backfill dirt should be placed in an area approved by your VRE representative.

9.0.6 Open pits or excavations must be barricaded and well-marked with cave-in protection installed where applicable.

Spills, Chemical and other Waste Handling

10.0.1 When spills occur, immediately report the incident to your VRE representative and deploy a spill kit.

10.0.2 Sources of electricity or open flame near a flammable spill should be de-energized or extinguished as quickly as can safely be performed.

10.0.3 Spills of poison inhalation hazard (PIH) or toxic inhalation hazardous (TIH) material will warrant immediate evacuation of the premises.

10.0.4 Proper Globally Harmonized Safety Data Sheets must be on-site for any appropriate chemicals being used on VRE property.

10.0.5 Illegally dumping, burying or burning solid or liquid waste will warrant removal from the property.

Facility Access and Security

11.0.1 Contractors working on VRE property are not permitted to grant access to VRE property. Only authorized VRE employees are permitted to approve guests and/or visitors.

11.0.2 Recreational videography and photography is prohibited on VRE property unless authorized by VRE.

11.0.3 Badges and keys provided to contractors to access VRE facilities are the property of VRE and will be surrendered at the request of VRE.
11.0.4 Loss of badges and keys issued to contractors will warrant a replacement cost.

11.0.5 Doors, cabinets and gates should not be blocked open unless necessary for the completion of your work.

11.0.6 If you discover any signs of tampering, contact your VRE representative immediately.

11.0.7 If you are issued a VRE access badge, you must swipe your badge at the main entry gates or turnstiles when entering, even if the gates are already open.

11.0.8 Unless specifically authorized or escorted, VRE contractors and subcontractors may not board VRE trains as passengers without a properly validated ticket.

11.0.9 No contractor or subcontractor personnel are permitted on VRE property outside of their regularly scheduled work hours. Relief from this rule must be granted in writing by your VRE project manager.

Non-Rail Equipment and Machinery Rules

12.0.1 Where applicable, operators with licenses (where applicable) or documented qualifications will be permitted to operate rolling machine equipment on VRE property.

12.0.2 Seatbelts, harnesses or restraint bars (where installed) must be worn at all time when operating machinery.

12.0.3 Hydraulic and pneumatic lines must be inspected each calendar day and cracks or other problems must be addressed before beginning work.

12.0.4 Horns or other audible signals must be provided before taking corners around buildings and other structures.

12.0.5 Unless specially equipped with the proper hi-rail gear and on-track protection obtained, no self-propelled equipment such as backhoes, scissor-lifts, fork trucks or plow trucks may approach or make contact with the railroad track structure other than on designated crossing locations.

12.0.6 Blades, buckets, arms and other extensions must only be used away from overhead cables and powerlines.
Personal and Commercial Vehicle Rules

13.0.1 All employees, contractors and delivery drivers operating personal or company owned vehicles on VRE property must not exceed 5 mile-per-hour speed limit. During times of reduced visibility, poor lighting or where pedestrians may be present, vehicle speed must be controlled to permit stopping within one-half of the range of vision.

13.0.2 Parking is limited to authorized locations only.

13.0.3 Personally owned and operated vehicles are not permitted within the Broad Run Maintenance Facility (complex) under any circumstances.

13.0.4 Vehicles issued by VRE and its contractors may access the complex to receive or deliver materials pertaining to company business but must not be parked and left unattended.

13.0.5 Company issued vehicles must only be parked near crew building B1 or VRE trailer B2 and in a safe manner not obstructing evacuation or main exit routes.

13.0.6 Company or contractor-issued vehicles operated by personnel acting as Transportation Manager for Broad Run and company or contractor-issued vehicles operated by personnel acting as Facilities Manager are permitted to park within the complex during their tour of duty.

13.0.7 If you are issued a VRE parking permit, it must be displayed at all times while on or about VRE property.

Company Owned Physical Property and Intellectual Property

Physical Property

14.0.1 The taking of any item owned or leased by VRE into personal custody without prior authorization from VRE constitutes theft.

14.0.2 Damage to property owned or leased by VRE determined to be caused by the negligence or misuse by a contractor or sub-contractor will be the responsibility of the employer of the individual or individuals causing the damage.

Intellectual Property

14.0.3 No subcontractor or contractor may use VRE logos, slogans or other copyrights, trademarks, service marks and likeness to represent themselves commercially. Relief from the rule must be granted in writing by VRE.
Reference Section

Terminology

**Ballast** – The crushed stone surrounding the track used to support it and prevent it from moving.

**Blue Flag/Blue Flag Protection** – Blue flags are hung on rail equipment and posted on tracks to prevent other rail equipment from running on the track. Mechanical department personnel apply blue flag protection when they are working on parked rail equipment. Only the employee who applied the blue flag can remove it. Blue flag protection laws can be found in the US Code of Federal Regulations section 49 part 218.

**Conductor** – the chief member of the train crew. Conductors are given authority over the operations and functions of the train. They are assisted by individuals working in the position of Assistant Conductor.

**Derail** – a derail is a device that will derail equipment if in place when wheels roll over it. These are safety devices used to protect employees and other tracks from free rolling equipment. *It is important that security officers be aware of the locations and presence of these devices. Their theft and misuse is a concern in the rail industry. If you notice one missing, report it to your supervisor immediately.*
Engineer – The engineer is a member of the train crew and is responsible for the function and movement of the locomotive.

Equipment Cables and Hoses – Rail equipment requires a number of these to function. When not handled by trained individuals, they can be hazardous. VRE trains use 480 volts AC to power lights and HVAC aboard the railcars and 110 psi air connections for brake lines. Stand clear of cables and hoses, especially when railcars are decoupled.

Gauge – The gauge of the track is the portion between the two rails. In North America, the width is 4’ 8.5”, which is considered the standard gauge.

Head End Power (HEP) – While the main generator aboard a locomotive is used to turn the wheels of the locomotive, a secondary generator called a head-end power (HEP) generator can be found on VRE locomotives to power lights and heating, ventilating and air conditioning systems aboard passenger cars.

Host Railroad – The only tracks VRE owns are its rail yards. The main routes VRE uses to connect to Washington, D.C are owned by larger railroad companies who provide VRE trains access to their track for a fee. We refer to these organizations as our “host railroads.” The host railroad arrangements are as follows:

Broad Run – Alexandria owned by Norfolk Southern Corporation

Crossroads to L’Enfant Plaza (Washington, D.C) owned by the CSX Corporation

L’Enfant Plaza to Washington Union Station owned by Amtrak

Locomotive – The locomotive is a piece of rail equipment that pulls our trains. It cannot accommodate passengers other than an operating crew within it. The locomotive functions with the use of a diesel engine that powers a generator that creates electricity that is then fed to motors that move its wheels.
Power Pedestal/Layover Power/Ground Power – VRE applies power to the railcars while they are parked to keep the railcar climate and other systems stable. These receptacles can be found at the south ends of all VRE yard tracks.

Right-of-Way – This is a term commonly used in the railroad industry to refer to the route a railroad takes through the surrounding communities.

S&I Building – Each yard has a service and inspection (S&I) building. Railcars and locomotives must undergo a number of planned and unplanned repairs and inspections, just like automobiles.

Switch – To move from one track to another, a system called a “switch” is used to divert rail equipment. These are common in VRE’s yards to permit us to move equipment around to change out individual cars in our trains. A switch has two positions, lined for the normal route, and “lined reverse.” When a switch is “reversed” it is not lined for the normal route.

Switch Point – The switch point is the track structure that begins the work of guiding wheels into the switch. They can be positioned by the use of the switch stand.

Switch Stand – The switch stand is a geared lever that a railroad employee can use to change the direction a train will take when it passes over the switch.

Switch Target – A switch target is a visual indicator to employees to tell the direction of movement the switch is lined for. When the switch stand is operated, the switch target automatically turns to correspond with the movement.
Tie/Crosstie – A crosstie is a wooden or concrete beam that supports the rail and helps hold the track together.

Yard – A yard is generally defined in railroad terms as a series of tracks adjacent to a main route where trains and equipment can be parked or stored and are permitted to move at slow speeds without the permission from the train dispatcher who controls the main routes. Equipment moves in VRE yards under the permission of the mechanical department managers and never exceeds ten miles per hour.

Yard Lead – A yard lead is the main track within a yard that all other tracks diverge from.
Contact Lists

Host Railroad Safety Communications Centers
These numbers allow you to report problems on the railroads such as crossing signal problems, problems with passing trains or crime occurring on railroad property.

Norfolk Southern Police Communications (Manassas Line)
1.800.453.2530

CSX Public Safety Coordination Center (Fredericksburg Line)
1.800.232.0144

Amtrak Police Washington
1.800.331.0008

Virginia Railway Express Communications Center (4am-9:30p)
703.838.9106

Utility Safety and Emergency Communications Centers

Plantation Pipeline
1.800.510.5678

Miss Utility
1-800-552-7001
## Emergency Response Contacts for Stations

<table>
<thead>
<tr>
<th>Station</th>
<th>Jurisdiction</th>
<th>911</th>
<th>Non-Emergency</th>
<th>Station Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crystal City</td>
<td>Arlington</td>
<td>703-558-2222</td>
<td>703-558-2222</td>
<td>1503 S. Crystal Dr. Arlington</td>
</tr>
<tr>
<td>Alexandria</td>
<td>Alexandria</td>
<td>703-838-4444</td>
<td>703-838-4444</td>
<td>110 Callahan Dr. Alexandria</td>
</tr>
<tr>
<td>Franconia-Spfd</td>
<td>Fairfax</td>
<td>703-691-2233</td>
<td>703-691-2131</td>
<td>7099 Barry Rd. Springfield (VRE Side)</td>
</tr>
<tr>
<td>Lorton</td>
<td>Fairfax</td>
<td>703-691-2233</td>
<td>703-691-2131</td>
<td>8990 Lorton Station Blvd. Lorton</td>
</tr>
<tr>
<td>Woodbridge</td>
<td>Prince Wm</td>
<td>703-369-1113</td>
<td>703-792-6500</td>
<td>1040 Express Way, Woodbridge</td>
</tr>
<tr>
<td>Rippon</td>
<td>Prince Wm</td>
<td>703-369-1113</td>
<td>703-792-6500</td>
<td>15511 Farm Creek Dr. Woodbridge</td>
</tr>
<tr>
<td>Quantico</td>
<td>Prince Wm</td>
<td>703-784-2222</td>
<td>703-784-2636</td>
<td>550 Railroad Ave. Quantico</td>
</tr>
<tr>
<td>Brooke</td>
<td>Stafford</td>
<td>540-658-4444</td>
<td>540-658-4400</td>
<td>1721 Brooke Rd. Stafford</td>
</tr>
<tr>
<td>Leeland Road</td>
<td>Stafford</td>
<td>540-658-4444</td>
<td>540-658-4400</td>
<td>275 Leeland Road. Falmouth</td>
</tr>
<tr>
<td>Fredericksburg</td>
<td>Fredericksburg</td>
<td>540-373-1414</td>
<td>540-373-3122</td>
<td>200 Lafayette Blvd. Fredericksburg</td>
</tr>
<tr>
<td>Crossroads</td>
<td>Spotsylvania</td>
<td>540-582-7100</td>
<td>540-582-7100</td>
<td>Not built</td>
</tr>
<tr>
<td>Backlick Road</td>
<td>Fairfax</td>
<td>703-691-2233</td>
<td>703-691-2131</td>
<td>6900 Hechinger Dr. Springfield</td>
</tr>
<tr>
<td>Rolling Road</td>
<td>Fairfax</td>
<td>703-691-2233</td>
<td>703-691-2131</td>
<td>9016 Burke Rd. Burke</td>
</tr>
<tr>
<td>Burke Centre</td>
<td>Fairfax</td>
<td>703-691-2233</td>
<td>703-691-2131</td>
<td>10399 Premier Court, Burke</td>
</tr>
<tr>
<td>Manassas Park</td>
<td>Manassas Park</td>
<td>703-361-1136</td>
<td>703-361-1136</td>
<td>9300 Manassas Dr. Manassas Park</td>
</tr>
<tr>
<td>Manassas</td>
<td>Manassas</td>
<td>703-257-8000</td>
<td>703-257-8000</td>
<td>9451 West St. Manassas</td>
</tr>
<tr>
<td>Broad Run</td>
<td>Prince Wm</td>
<td>703-369-1113</td>
<td>703-369-1113</td>
<td>10637 Piper Lane, Bristow VA</td>
</tr>
</tbody>
</table>
10637 Piper Lane, Manassas, Virginia 20110
Law Enforcement, Non-Emergency: Prince William County Police (703) 792-6500
Fire/Rescue, Non-Emergency: Prince William County Fire & Rescue Services (703) 792-6500
Emergency: 9-1-1
9400 Crossroads Parkway, Fredericksburg, Virginia 22408
Law Enforcement, Non-Emergency: Spotsylvania County Sheriff's Office (540) 582-7100
Fire/Rescue, Non-Emergency: Spotsylvania County Fire & Rescue Services (540) 582-7100
Emergency: 9-1-1
EXHIBIT B

CRITICAL SAFETY ROLES FOR VRE PROJECTS

May 1, 2014
PURPOSE

VRE’s goal is a safe worksite with zero injuries and no property damage or loss. We are committed to ensuring Contractors have a safe place to work emphasizing that Contractors are accountable for their safety.

VRE RESPONSIBILITIES

1. Provide a clear outline of all work rules in effect;

2. Ensure Contractor compliance on VRE’s rules and policies through announced and unannounced site inspections;

3. Provide guidance and instruction on VRE-specific safety requirements, rules and regulations;

4. Provide quality inspections and control on Contractor training, compliance and any other area of safety and security;

5. Meet with the Contractor’s safety representative and personnel to review the following:
   A. VRE’s “Rules to Live By” manual; and
   B. Contractor’s Safety Program Plan, safety and security protocols, and employee training records.

Contractor Responsibilities

1. Serve as the first responder for all medical and non-medical emergencies on sites; know, understand and implement NIMS and ICS for any and all emergencies on site or involving Contractor personnel.

2. Ensure that security procedures and protocols are developed, implemented and enforced at the site.

3. Provide initial medical attention involving first aid and triage for incidents involving injuries and contact the Fire and Rescue Department if necessary.
4. Provide the VRE Project Manager with timely information pertinent to the job site including:

A. Information on any environmental or contamination issues;

B. Specific plans for potential hazardous and project generated waste disposal;

C. Specific plans on necessary safety parameters, such as Hot Work;

D. Permit, confined space requirements, storm water issues, etc.;

E. Safety cabinets, eyewash/shower stations, and fire protection systems;

F. Establish the necessary safety precautions needed to perform work without endangering VRE personnel and/or property;

G. Develop and implement a written Site Specific Safety Program for each site; and

H. Shortage or lack of proper/required PPE for craft specific/work specific project activity.

5. Submit the “Contractor Safety and Security Plan for a Specific Project Site” to VRE for review and approval within ten (10) days after the date set forth in the Notice-To-Proceed, along with an original signature of Page 2, included in the “Rules to Live By” for each employee who will access VRE property.

**Safety Guidelines for Contractors**

The Contractor shall assume complete responsibility for the safe performance of all work on VRE property or equipment. This responsibility extends to the Contractor's employees, sub-contractor employees, and any person connected with a contracted project on VRE property or equipment.

A Contractor Safety Plan must be submitted to the VRE Project Manager. All work, materials and equipment must conform to VRE and OSHA Standards and adhere to all applicable, federal, state, and municipal laws.

1. The Contractor shall establish the necessary safety precautions needed to permit performance of work under operating conditions without endangering VRE personnel and/or property.
2. The Contractor is expected to be familiar with all VRE and OSHA rules, regulations and general duty obligations applicable to its work. The Contractor must direct and require its employees to comply with these rules. The Contractor shall correct any unsafe conditions and hazards on the job site and report any such hazards to VRE in a timely fashion.

3. The Contractor must report serious injuries and accidents on the job site to the VRE Project Manager and VRE Safety and Security Manager immediately.

4. The Contractor's on-site supervisor shall contact the VRE Project Manager, or appropriate designated contact person, when questions arise regarding the safe performance of a job or activity. The Project Manager or contact person will assist in developing a resolution to the safety issue in question.

5. Violations of VRE safety rules and/or applicable federal, state, or municipal ordinances may result in a temporary job shut down, and/or an evaluation of the Contractor’s permission to work by VRE.
EXHIBIT C

CONTRACTOR SAFETY AND SECURITY PLAN FOR SPECIFIC PROJECT SITE

May 1, 2014

Contractor: _____________________________________________________________
CONTRACTOR SAFETY AND SECURITY
PLAN FOR SPECIFIC PROJECT SITE

Complete this form after reviewing VRE’s “Rules to Live By” manual and viewing the video at http://vre.org/safety/rings/contractors.html.

Project Title: __________________________________________________
Contract Number: _________________________________________________
Contractor: _____________________________________________________

1. Describe the scope of work.

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

2. Location of the Project site.

   ________________________________________________________________
   ________________________________________________________________

3. Project duration period.

   ________________________________________________________________
   ________________________________________________________________


   ________________________________________________________________
   ________________________________________________________________
5. Responsibility of personnel to provide Safety Awareness Training.
   a. List of personnel to provide safety training (i.e. supervisors)

   ________________
   ________________
   ________________
   ________________

   b. Describe how employees will adhere to the Personal Protective Equipment (PPE) procedures.

   ________________
   ________________
   ________________

   c. Describe the safety talks/briefs to be presented to the employees. (Employees must be advised to specify their concerns about the safety procedures and only authorized visitors are allowed on the project site.)

   ________________
   ________________
   ________________

6. Describe procedures for handling waste materials on-site, packaging and offsite disposal.

   ________________
   ________________
   ________________

7. Describe security personnel.

   ________________
   ________________
8. Describe materials and equipment at the project site and how it will be secured to avoid theft and tampering.

__________________________________________________________________________

__________________________________________________________________________

9. Describe how to prevent tampering with VRE property and equipment (railcars, etc.).

__________________________________________________________________________

__________________________________________________________________________

10. Emergency plan: Describe how employees will be made aware of the procedure to contact the police and EMS in the event of emergency incidents; and report to VRE within two (2) hours of any safety or security incident.

__________________________________________________________________________

__________________________________________________________________________

Authorized Signature: __________________________________________________________

Printed Name:  ________________________________________________________________

Title: _______________________________________________________________________

Firm Name: ___________________________________________________________________

Date: _______________________________________________________________________
ATTACHMENT V.7

Representations, Certifications and Other Statements of Offerors/Bidders

Company Name ________________________________
The following forms shall be completed with original signatures and incorporated with the offer/bid.

<table>
<thead>
<tr>
<th>ATTACHMENT NO.</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Company Information Questionnaire</td>
</tr>
<tr>
<td>B.</td>
<td>Certification of Primary Participants Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion</td>
</tr>
<tr>
<td>C.</td>
<td>Certification of Restrictions on Lobbying</td>
</tr>
<tr>
<td>D.</td>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td>E.</td>
<td>Disadvantaged Business Enterprise Statement</td>
</tr>
<tr>
<td>F.</td>
<td>Schedule of Disadvantaged Business Enterprise Participation</td>
</tr>
<tr>
<td>G.</td>
<td>Buy America Certification</td>
</tr>
</tbody>
</table>

**THESE FORMS MUST NOT BE RETYPED**
A. COMPANY INFORMATION QUESTIONNAIRE

1. Business Entity Identification & Ownership Disclosure

Company: ________________________________________________________________

Contact Person: __________________________________________________________

Title: ________________________________________________________________

Address: ______________________________________________________________

Email Address: __________________________________________________________

Telephone No.: __________________________ Fax No.: _________________________

Check (☑) which of the following applies:

☐ Small Business    ☐ Partnership    ☐ Sole Proprietor

☐ Corporation     ☐ Woman-Owned Small Business

Registered in the Federal System for Award Management (SAM) ☐ Yes ☐ No*
*(If no, the Bidder/Offeror must attach evidence of SAM registration.)

Disadvantaged Business Enterprise (DBE): ☐ *Certified by:_________________________
*(The DBE certification must be attached to the DBE statement included herein.)

Organized under the laws of the State of: _________________________________

Commonwealth of Virginia License No.: _________________________________

Federal Identification No.: ____________________________________________

Principal place of business located at: _________________________________

2. Annual Gross Receipts:

Indicate by checking (☑) the appropriate block that applies to your firm:

☐ Less than $7,500,000

☐ More than $7,500,000
3. **Virginia State & Local Government Conflicts of Interest and Public Procurement**

   This solicitation is subject to the provisions of §§ 2.2-3100, *et seq.*, Va. Code Ann., the “State and Local Government Conflicts of Interest Act.”

   The Bidder/Offeror is ☐ or is not ☐ aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain below.

   ____________________________________________________________

4. **Other Information**

   A. General nature of the services performed and/or goods provided by your firm:

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

   B. Indicate the length of time you have been in business providing this type of service and/or product?

   _______ Years ________ Months

   C. Has your firm ever failed to complete any work awarded to you? If yes, explain. *(Attach additional sheets of paper if necessary.)*

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

   D. Has your firm ever defaulted on a contract? If yes, explain. *(Attach additional sheets of paper if necessary.)*

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

   Page 4 of 13
E. Indicate by checking ☐ the appropriate block, if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds:

(1) is ☐ or is not ☐ currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;

(2) has ☐ or has not ☐ been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;

(3) has ☐ or has not ☐ a proposed debarment pending; or

(4) has ☐ or has not ☐ been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Bidder/Offeror responsibility. For any condition noted, indicate: 1) to whom it applies, 2) initiating agency, and 3) date of action. (Attach additional sheets of paper if necessary.) Providing false information may result in federal criminal prosecution or administrative sanctions.
5. **FIRM’S CONTACT INFORMATION FOR THIS PROJECT**

**Program Manager:** _______________________________________________________

Telephone: ________________________________________________________________

Fax Number: _______________________________________________________________

Email: _____________________________________________________________________

**Contract Administrator:** _________________________________________________

Telephone: ________________________________________________________________

Fax Number: _______________________________________________________________

Email: _____________________________________________________________________
6. **CERTIFICATION**

I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid/proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I certify that this bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation. In addition, I have not been a party to any agreement to propose a fixed amount or to refrain from bidding and have not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Virginia Railway Express or of any Bidder/Offeror or anyone else interested in the proposed Contract.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bids/Request for Proposals and certify that I am authorized to sign for the Bidder/Offeror.

Signature: ____________________________ Date: ____________________________

Name (Printed): _______________________ Title: ____________________________
B. CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(The Contractor)

or

(Subcontractor)

certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an federal department or agency.

(If the Prime Contractor or Subcontractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid/proposal).

(Prime Contractor) _________________________________________________________

or

(Subcontractor) ___________________________________________________________

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

___________________________
Name (Printed)

___________________________
Title of Authorized Official

___________________________
Date
(This certification must be executed by the Contractor and Subcontractors)

C. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, ______________________________________________________ hereby certify on behalf of ___________________________________________________________ that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. No federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “ Disclosure Form to Report Lobbying”, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contract under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of ________________, ________

By: ____________________________ Title: ______________________________

Signature
(This Affidavit must be executed by the Contractor and Subcontractors)

D. NON-COLLUSION AFFIDAVIT

STATE OF ______________________

COUNTY OF ______________________

___________________________________ being first duly sworn, disposes and says that he is

___________________________________

(Insert “sole owner”, “partner,” “president”, or other title)

of ________________________________

(Company name)

The Offeror/Bidder submitting this proposal/bid certifies that such proposal/bid was not made in the interest of or in behalf of any undisclosed person, partnership, company, organization or corporation; that such proposal/bid is genuine and not collusive or sham, and that said Offeror/Bidder has not been a party to any agreement to propose a fixed amount or to refrain from proposing and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Potomac and Rappahannock Transportation Commission and the Northern Virginia Transportation Commission, together known as the Virginia Railway Express, or of any Offeror/Bidder or anyone else interested in the proposed Contract.

Signed ______________________________________

Subscribed and sworn to before me this _______ day of ______________________, ________

Signed ____________________________________

My commission Expires: ________________

Seal of Notary

Page 10 of 13
E. DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

VRE commits itself to an active effort to involve certified Disadvantaged Business Enterprises (DBE) in contracting opportunities, to increase competition, and to broaden the base of support for public transit. For Federal Fiscal Years 2016 – 2018, VRE has established a goal of 7.5% for the utilization of DBEs. To ensure that DBEs have the maximum practicable opportunity to compete for contract and subcontract work, we ask that the Offeror/Bidder describe below, how your organization will assist VRE with its commitment toward achieving its 7.5% goal.

**NOTE:** For the purposes of DBE goal setting and DBE usage, only those firms that are officially certified as DBE firms qualify, not Minority Business Enterprise (MBE), Small, Women and Minority (SWaM), Women’s Business Enterprises (WBE) or Small Business Enterprises (SBE).

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Complete the following form (see next page) if the Offeror/Bidder plans to utilize certified Disadvantaged Business Enterprises during the Contract period.
### SCHEDULE OF CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

<table>
<thead>
<tr>
<th>Name of Prime Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of DBE Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**DBE Certification No. and Entity Certified By** (For purposes of evaluation scores, evidence of DBE certification must be attached to this form.)

<table>
<thead>
<tr>
<th>Address</th>
<th>City, State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Type of Work to be Performed and Contract Items or Parts to be Provided**

<table>
<thead>
<tr>
<th>Projected Dates for Work Commencement/Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Proposed Contract Amount**

<table>
<thead>
<tr>
<th>$</th>
<th>Proposed Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned will enter into a formal agreement with the above DBE Contractors for work listed in the schedule conditioned upon execution of a contract.

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
G. **BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS**

A. **CERTIFICATE OF COMPLIANCE WITH BUY AMERICA**

The Bidder/Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Company Name: __________________________________________________________

Signature: __________________________________________________________________

Title: _____________________________________________________________________

Date: _____________________________________________________________________

B. **CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA**

The Bidder/Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR Part 661.7.

Company Name: __________________________________________________________

Signature: __________________________________________________________________

Title: _____________________________________________________________________

Date: _____________________________________________________________________
ATTACHMENT V.8

COST PROPOSAL

AND

SCHEDULE OF COSTS

Company Name: ____________________________________________
A. **COST CERTIFICATION**

By my signature on this solicitation, I certify that I am authorized to bind this firm/individual to provide the services specified herein, in compliance with the Scope of Work and other terms and conditions in this Request for Proposals, at the Cost provided in the Cost Proposal.

**Signature** _____________________________ **Print** _____________________________________

**Title** _____________________________ **Date** _____________________________

**Firm Name** ________________________________________________________________

**Address** __________________________________________________________________

**City, State** _____________________________ **Zip Code** ____________________________

**Phone Number** _____________________________ **Email** ____________________________

Offerors shall provide a schedule of costs and attach as necessary, additional sheets of paper to further detail their explanations. The Cost Proposal and Schedule of Costs shall include the cost information specified in **SECTION L – COST INFORMATION**.
### B. COST PROPOSAL

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTOMATED PARKING COUNT SYSTEM (Items 1 – 74)</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Company Name: ____________________________________________
C. **SCHEDULE OF COSTS**

Offerors shall attach additional sheets to identify the number of labor hours required for installation (POC location only) and project management, as well as the corresponding hourly rates. Offerors shall also identify the quantity of vehicle detectors, vehicle detector data transmitters, solar-powered cellular communication devices and PCS hosted software required for each station, as well as the unit price for each item.

For Item No. 2 below, Offerors shall attach an itemized list of the required spare parts and the associated cost for each spare part in accordance with **SECTION 2.5 – SPARE PARTS** of **ATTACHMENT V.3 – TECHNICAL SPECIFICATIONS**.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Warranty</td>
<td>$__________</td>
</tr>
<tr>
<td>2.</td>
<td>Spare Parts</td>
<td>$__________</td>
</tr>
<tr>
<td>3.</td>
<td>User Site Licenses – Five (5)</td>
<td>$__________</td>
</tr>
</tbody>
</table>

**Spotsylvania Station - (Proof-of-Concept Location)**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>Vehicle Detector(s)</td>
<td>$__________</td>
</tr>
<tr>
<td>5.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$__________</td>
</tr>
<tr>
<td>6.</td>
<td>Solar-Powered Cellular Communication Device</td>
<td>$__________</td>
</tr>
<tr>
<td>7.</td>
<td>PCS Hosted Software</td>
<td>$__________</td>
</tr>
<tr>
<td>8.</td>
<td>Labor to install</td>
<td>$__________</td>
</tr>
<tr>
<td>9.</td>
<td>Project Management</td>
<td>$__________</td>
</tr>
</tbody>
</table>

**Fredericksburg Station**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>Vehicle Detector(s)</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Page 4 of 10
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$____</td>
</tr>
<tr>
<td>12.</td>
<td>Solar-Powered Cellular Communication Device</td>
<td>$____</td>
</tr>
<tr>
<td>13.</td>
<td>PCS Hosted Software</td>
<td>$____</td>
</tr>
<tr>
<td>14.</td>
<td>Project Management</td>
<td>$____</td>
</tr>
<tr>
<td></td>
<td><strong>Leeland Road Station</strong></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Vehicle Detector(s)</td>
<td>$____</td>
</tr>
<tr>
<td>16.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$____</td>
</tr>
<tr>
<td>17.</td>
<td>Solar-Powered Cellular Communication Device</td>
<td>$____</td>
</tr>
<tr>
<td>18.</td>
<td>PCS Hosted Software</td>
<td>$____</td>
</tr>
<tr>
<td>19.</td>
<td>Project Management</td>
<td>$____</td>
</tr>
<tr>
<td></td>
<td><strong>Brooke Station</strong></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Vehicle Detector(s)</td>
<td>$____</td>
</tr>
<tr>
<td>21.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$____</td>
</tr>
<tr>
<td>22.</td>
<td>Solar-Powered Cellular Communication Device</td>
<td>$____</td>
</tr>
<tr>
<td>23.</td>
<td>PCS Hosted Software</td>
<td>$____</td>
</tr>
<tr>
<td>24.</td>
<td>Project Management</td>
<td>$____</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Cost</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td></td>
<td><strong>Quantico Station</strong></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Vehicle Detector(s)</td>
<td>$______</td>
</tr>
<tr>
<td>26.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$______</td>
</tr>
<tr>
<td>27.</td>
<td>Solar-Powered Cellular Communication Device</td>
<td>$______</td>
</tr>
<tr>
<td>28.</td>
<td>PCS Hosted Software</td>
<td>$______</td>
</tr>
<tr>
<td>29.</td>
<td>Project Management</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td><strong>Rippon Station</strong></td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>Vehicle Detector(s)</td>
<td>$______</td>
</tr>
<tr>
<td>31.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$______</td>
</tr>
<tr>
<td>32.</td>
<td>Solar-Powered Cellular Communication Device</td>
<td>$______</td>
</tr>
<tr>
<td>33.</td>
<td>PCS Hosted Software</td>
<td>$______</td>
</tr>
<tr>
<td>34.</td>
<td>Project Management</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td><strong>Woodbridge Station</strong></td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>Vehicle Detector(s)</td>
<td>$______</td>
</tr>
<tr>
<td>36.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$______</td>
</tr>
<tr>
<td>37.</td>
<td>Solar-Powered Cellular Communication Device</td>
<td>$______</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Cost</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>38.</td>
<td>PCS Hosted Software</td>
<td>$___________</td>
</tr>
<tr>
<td>39.</td>
<td>Project Management</td>
<td>$___________</td>
</tr>
<tr>
<td></td>
<td><strong>Lorton Station</strong></td>
<td></td>
</tr>
<tr>
<td>40.</td>
<td>Vehicle Detector(s)</td>
<td>$___________</td>
</tr>
<tr>
<td>41.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$___________</td>
</tr>
<tr>
<td>42.</td>
<td>Solar-Powered Cellular Communication Device</td>
<td>$___________</td>
</tr>
<tr>
<td>43.</td>
<td>PCS Hosted Software</td>
<td>$___________</td>
</tr>
<tr>
<td>44.</td>
<td>Project Management</td>
<td>$___________</td>
</tr>
<tr>
<td></td>
<td><strong>Broad Run Station</strong></td>
<td></td>
</tr>
<tr>
<td>45.</td>
<td>Vehicle Detector(s)</td>
<td>$___________</td>
</tr>
<tr>
<td>46.</td>
<td>Vehicle Detector Data Transmitter</td>
<td>$___________</td>
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<td>47.</td>
<td>Solar-Powered Cellular Communication Device</td>
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<td>48.</td>
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<td>50.</td>
<td>Vehicle Detector(s)</td>
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RFP No. 017-007
Automated Parking Count System
Virginia Railway Express

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<table>
<thead>
<tr>
<th>Item No.</th>
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Company Name: _________________________________________________
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<td>(Proof-of-Concept Location)</td>
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<td>Fredericksburg Station</td>
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<tr>
<td>Leeland Road Station</td>
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<tr>
<td>Brooke Station</td>
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<tr>
<td>Quantico Station</td>
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<tr>
<td>Broad Run Station</td>
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