



**VIRGINIA RAILWAY EXPRESS
REQUEST FOR QUOTES (RFQ)**

UTILITY CARTS

RFQ ISSUED: SEPTEMBER 24, 2020

QUESTIONS: SEPTEMBER 29, 2020 at 10:00 A.M. ET

QUOTES DUE: OCTOBER 8, 2020 at 1:00 P.M. ET

VIRGINIA RAILWAY EXPRESS

1500 King Street, Suite 202

Alexandria, VA 22314

P: (703) 684-1001

F: (703) 684-1313

www.vre.org

Submit Quotes To:

Amanda Vitko

Purchasing and Contract Compliance Specialist

Telephone/Facsimile: (703) 838-5414

Email: avitko@vre.org

1. PURPOSE/BACKGROUND

A. INTRODUCTION

The Virginia Railway Express (VRE) is soliciting Quotes to establish a firm-fixed unit price Purchase Order with one (1) qualified and experienced Contractor to deliver five (5) utility carts.

B. VRE BACKGROUND

1. VRE is a commuter rail service linking the District of Columbia and Northern Virginia. The Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) are transportation districts established under Virginia law and jointly own this service. An Operations Board consisting of members from each of the jurisdictions within the VRE service area governs the development and operation of VRE and serves as an advisory board to the NVTC and PRTC governing boards. Use of the term VRE in this RFQ refers to NVTC and PRTC.
2. 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.
3. The primary mission of VRE is to provide commuter-oriented passenger rail service between the outlying suburbs and the Washington-Arlington-Alexandria urban core. Some tourists and "day-trippers" also ride the trains. The service is heavily oriented towards the core area in the morning peak and in the opposite direction in the evening peak.



2. SUBMISSION OF QUESTIONS

A. DEADLINE

1. All questions and requests for clarification regarding the meaning or interpretation of this RFQ and other solicitation documents, or any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical, pricing, or contractual provisions, must be submitted no later than the *date and time specified on Page 1* of this RFQ. Questions and clarifications requested after such time will not be answered unless VRE elects, in its sole discretion, to do so.
2. Any interpretation of a question made by VRE will be in the form of an addendum to the RFQ. Questions and responses will be posted on VRE's website at www.vre.org/about/procurement for all interested Contractors.

B. FORMAT FOR QUESTIONS

Questions must be submitted to VRE in writing via electronic mail to the email address listed on Page 1 of this RFQ. No questions or requests for additional information, clarification or any other communication should be directed to any other individual.

C. VRE POINT OF CONTACT

VRE's Project Manager will be the point of contact following award of a Purchase Order.

D. NO ORAL COMMUNICATION WILL BE ACCEPTED

VRE will not be bound by any oral communications, written interpretations or clarifications that are not set forth in an addendum to the RFQ.



3. GENERAL CONDITIONS FOR QUOTERS

A. BRAND NAME OR EQUAL

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

B. DESCRIPTIVE LITERATURE

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



4. SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. The Contractor shall deliver five (5) Taylor Dunn Bigfoot XL Utility Carts with Econo Cab option or approved equal.
2. The Utility Carts shall comply with Occupational Safety and Health Administration (OSHA) Standard No. 1910.178 – Powered Industrial Trucks (Type E) and the American National Standards Institute (ANSI) Standard for Powered Industrial Trucks.

B. PRODUCT SPECIFICATIONS AND SALIENT CHARACTERISTICS

The Utility Carts shall conform to the following specifications:

1. 48-volt electric
2. Speeds up to 18 mph
3. Range up to 40 miles
4. Load capacity of 3,000 lbs.
5. Tow capacity of 7,500 lbs.
6. Two (2) person capacity
7. Strobe light
8. Cab with roof covering, windshield and doors
9. Built in battery charger
10. Dual LED headlights, taillights, and brake lights
11. View display that includes battery status, hour meter, and fault code
12. Electric horn
13. Dual USB ports
14. Reverse alarm
15. Forward, neutral, and reverse switch
16. Key switch
17. Light switch
18. High low speed switch
19. Emergency power cut off switch
20. DC/DC converter
21. Pneumatic wheels- 20.5 x 8 x 10 load range E
22. White in color
23. Tilt steering
24. Adjustable seats
25. Bed size of at least 54” x 77”



C. SHIPPING AND DELIVERY

1. Within ninety (90) consecutive calendar days from the date the Purchase Order is signed, the Contractor shall deliver all five (5) Utility Carts to the following location:

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

2. Deliveries shall be made between the hours of 9:00 A.M. and 4:00 P.M. Eastern Time, Monday through Friday.
3. If delivery of the Utility Carts is not met by the Contractor as specified above, the order may be cancelled by VRE.
4. The Contractor shall prepare its own packing list to accompany each delivery. The packing list shall identify the part numbers and quantity shipped.
5. Upon receipt of the Utility Carts, a VRE representative must sign the packing list.
6. Shipments shall be FOB Destination. Therefore, the Contractor is responsible for the cost of shipping and any damage incurred in shipping the Utility Carts to VRE is the sole responsibility of the Contractor.



5. SPECIAL TERMS AND CONDITIONS

A. TERM

The Purchase Order shall be valid for ninety (90) calendar days.

B. MODIFICATION OF THE SCOPE OF WORK

VRE reserves the right to modify the Scope of Work at its discretion when it is in the best interest of VRE. See Clause 15. CHANGES of the General Provisions.

C. GENERAL PROVISIONS

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

D. FEDERAL TRANSIT ADMINISTRATION THIRD PARTY CONTRACT PROVISIONS

This purchase is funded in whole or in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. Therefore, the Contractor shall comply with **ATTACHMENT 3 - FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY CONTRACT PROVISIONS FOR MATERIALS & SUPPLIES**.

E. QUOTE ACCEPTANCE PERIOD

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

F. TESTING/INSPECTION/REVIEW OF WORK

VRE reserves the right to conduct any test/inspection it may deem advisable to assure products 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 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.



G. WARRANTY OF MATERIALS AND WORKMANSHIP

1. The Contractor shall warranty all labor and material provided by the Contractor pursuant to the Scope of Work and/or technical specifications for a period of one (1) year. The Contractor, at no expense to VRE, shall correct all defects covered by this guarantee.
2. If any portion of the work performed or material provided by the Contractor prove to be defective within the warranty period, the Contractor will be notified by VRE. Upon receipt of such notification, the Contractor shall immediately furnish VRE with instructions for the disposition of the defective part(s).
3. Within ten (10) business days from notification of the warranty claim by VRE, the Contractor shall deliver replacement parts. Prior written authorization is required from VRE for completions exceeding ten (10) business days.
4. Any material or labor applied by the Contractor to correct warranted defects shall be warranted for one (1) additional year from the date of delivery.
5. All defective parts returned to and by the Contractor for repair or replacement shall be shipped at the Contractor's sole expense.
6. The Contractor shall supply a failure analysis for any warranty failure, unless the requirement is waived in writing by VRE.
7. Repetitive failure (i.e., three (3) failures during the warranty period) of an item that was repaired by the Contractor shall be considered a breach. VRE may at its sole discretion, have the repairs made by another party, with no further notice to the Contractor, and the Contractor shall be fully liable to pay for all such third-party work.

H. QUALITY ASSURANCE

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

I. NEW MATERIALS

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

J. SUBSTITUTIONS

1. The Purchase Order is based on the materials, equipment and methods described herein that will allow for compliance to all Federal, State, and Local rules and regulations. No



substitutions or cancellations shall be permitted without the written approval of VRE. VRE will consider requests for substitutions of materials, equipment and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.

2. The Contractor shall not substitute materials, equipment or methods unless VRE has specifically approved such substitutions in writing. Substitutions, if approved, shall be without any additional compensation from VRE, unless approved otherwise.

K. DELAYS

1. 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 with the written consent of the VRE Project Manager and extended as required to accommodate those delays and their effect.
2. Upon written receipt of a request and justification for an extension from the Contractor, VRE may extend the time for completion of the work.
3. The Contractor shall use reasonable diligence to remove or overcome any such causes of delay as expeditiously as possible.



6. INSURANCE

A. CERTIFICATE OF INSURANCE

1. By signing and submitting a Quote under this solicitation, the Contractor certifies if issued the Purchase Order, the Contractor will have the insurance coverage identified and described in **ATTACHMENT 4 – VRE INSURANCE COVERAGE REQUIREMENTS FOR SMALL PURCHASE OF GOODS/SERVICES**.
2. 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 three (3) calendar days of request by VRE.
3. Failure to provide the Certificate(s) when required may be cause for VRE to issue a Purchase Order to the next responsive Contractor. However, in no event shall work be performed until the required Certificate(s) of Insurance have been furnished and approved by VRE.



7. INVOICES

A. INVOICES

1. Invoices shall be submitted by the Contractor for services/goods ordered, delivered, and accepted by VRE.
2. Invoices shall be submitted via VRE's electronic mailbox or US mail.
3. It is preferred that invoices be submitted electronically in one (1) continuous electronic copy in PDF to mechanicalinvoices@vre.org.
4. Hard copy invoices may be mailed to:

Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314-2730
Attn: Mechanical Operations Specialist
5. The VRE Project Manager shall be indicated on the invoice cover sheet.
6. At a minimum, invoices shall contain the following information:
 - a. Name, address and telephone number of the Contractor
 - b. VRE Purchase Order Number
 - c. Invoice number and invoice date
 - d. Date of delivery
 - e. Description, quantity and part/model/item number for each Utility Cart delivered
 - f. Total invoice amount
7. If invoices fail to meet all of the above requirements, they will not be processed for payment and will result in the invoice being returned to the Contractor for correction and resubmission. VRE may request additional substantiating documentation as necessary.

B. PAYMENT

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



8. PRICE INFORMATION

*Quoters are strongly encouraged to read this section carefully. **INCOMPLETE QUOTES WILL BE AUTOMATICALLY DISQUALIFIED***

- A. The price information must be submitted in **ATTACHMENT 1 – QUOTE FORM** included herein.
- B. The price shall be quoted in U.S. Dollars.
- C. The unit price shall be inclusive of shipping and delivery charges, FOB Destination.
- D. Quotes shall be inclusive of all costs and shall include full compensation for all taxes, fees, shipping/delivery charges, materials, equipment, tools, transportation, labor, insurance, permits, overhead and profit, etc. necessary to complete the work in conformance with the Scope of Work and to the satisfaction of VRE. Extra charges will not be allowed.
- E. The prices, without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work.
- F. No erasures or other handwritten changes may appear on the Quote Form.



9. ATTACHMENTS

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

- A. Attachment 1 – Quote Form
- B. Attachment 2 – VRE General Provisions
- C. Attachment 3 – Federal Transit Administration (FTA) Third Party Contact Provisions for Material & Supplies
- D. Attachment 4 – VRE Insurance Coverage Requirements for Small Purchase of Goods/Services

