



Nevada Commission for the Reconstruction of the V&T Railway (V&T Railway Commission)

Request for Proposal (RFP)

THIS IS NOT AN ORDER

ADVERTISED RFP V&T RAILWAY COMMISSION 2021-26

Track Maintenance Services

ISSUE DATE: November 15, 2021

RFP SUBMISSION DUE: January 3, 2022

REPLY TO:

Nevada Commission for the Reconstruction of the V&T Railway

c/o David Peterson, Chair

716 N. Carson Street, Suite 100

Carson City, NV 89701

775-283-7681

dpeterson@visitcarsoncity.com

1. OVERVIEW

The Nevada Commission for the Reconstruction of the V&T Railway (V&T RAILWAY COMMISSION) invites interested parties to submit proposals for the **TRACK MAINTENANCE SERVICES CARSON CITY TO GOLD HILL, NEVADA.**

Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposal" (RFP). The Contract that will result from this RFP will include the scope of work outlined in Section 4.1.

2. BACKGROUND INFORMATION

The purpose of this Request for Proposals is to provide The Nevada Commission for Reconstruction of the V&T Railway with Part-Time Railroad Track Inspection and Railroad Track and Right-of-Way Maintenance Services for their trackage from Gold Hill to the end of their track in Carson City (Eureka). In addition to the Part Time Maintenance Services, the Contractor will be required to conduct track inspections using Contractor supplied Hi-Rail Vehicle on a twice weekly basis from Eureka to Gold Hill when excursion trains are running and from Eureka to MP 7.5 within the Railbike Block when Excursion trains are not running, and Railbikes are running. In addition, the Contractor must have the capability to respond to emergency situations involving unanticipated track repairs or storm damage repairs. All Maintenance Work, Track Occupancy, and Inspections shall conform to the sections of the Code of Federal Regulations, 49CFR200-299, applicable to Non-Insular Historic/Tourist Railroads.

3. PROCEDURE

- 3.1. A Selection Committee will evaluate the proposals submitted. There is no guarantee that the V&T RAILWAY COMMISSION will select any of the proposals and any proposals shall be submitted at a proposer's sole risk and cost.
- 3.2. The Selection Committee may create a short list of qualified proposals and call for presentations or interviews of those on the short list to present further details and/or respond to questions. The presentations or interviews are anticipated to be held on January 27, 2022. It is the expectation that the vendor will bring the proposed staff to the presentation/interview.
- 3.3. The V&T RAILWAY COMMISSION reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether said proposal is selected.
- 3.4. During the evaluation, the Selection Committee reserves the right, where it may serve the V&T RAILWAY COMMISSION's best interest, to request additional information or clarification from the person, or to allow corrections of errors or omissions.
- 3.5. Submission of a proposal indicates acceptance by the person of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant Contract(s) between V&T RAILWAY COMMISSION and the successful bidder.
- 3.6. The use of the term "person" herein refers to an individual, or a company or independent contractor/consultant firm with certified personnel doing business in the United States and duly registered in the State of Nevada, any of which will need to hold or obtain a business license from Carson City if they are selected as the successful vendor.
- 3.7. There is no expressed or implied intent or obligation for the V&T RAILWAY COMMISSION to reimburse responding persons for any expenses incurred in preparing proposals or any travel expenses during presentations/interviews in response to this RFP.

- 3.8. The V&T RAILWAY COMMISSION shall reserve the right to terminate any contract or agreement resultant from this solicitation and subsequent action for cause, including but not limited to inadequacy of performance.
- 3.9. The V&T RAILWAY COMMISSION reserves the right to reject any or all proposals and to award a contract to the proposer the V&T RAILWAY COMMISSION deems most qualified and whose award will accrue to the best interests of the V&T RAILWAY COMMISSION.
- 3.10 Until the receipt and opening of proposals, the proposers' principal contact with the V&T RAILWAY COMMISSION will be as listed below.

Nevada Commission for the Reconstruction of the V&T Railway
c/o David Peterson, Chair
716 N. Carson Street
Carson City, NV 89701
e-mail: dpeterson@visitcarsoncity.com
775-283-7681

- 3.11 All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other V&T RAILWAY COMMISSION staff or V&T RAILWAY COMMISSION officials may be disqualified for doing so.

4. **SCOPE OF WORK**

4.1 The scope of work for Track Maintenance Services will cover the following:

4.1.1 **MAINTENANCE & TRACK STANDARDS:** The Track Maintenance Contractor (TMC) will be required to perform track and right-of-way maintenance on the V&T RAILWAY COMMISSION's current 12.2 miles of FRA Class 1 and Class 2 mainline track and sidings and to ensure that the track is maintained to at-least FRA Class 2 Track Safety Standards at all times. Additional phases of track may be constructed in the future as additional funding is available for which the Track Maintenance Contractor may also have responsibility.

4.1.2 **TRACK MAINTENANCE SERVICES:** This work will be required immediately prior to and throughout the Excursion Train regular operating season consisting of a 20–25 week period commencing the week prior to Memorial Day and ending October 31 of each year, and during the Polar Express Operation period from Mid-November until Christmas. In addition, this work will be required to support Railbike excursions operating between Eureka and MP 7.5 during the period from April through October. Two (2) track inspections per week will be required during the regular Excursion Train and for the Railbike operating seasons which shall consist of one (1) on-track inspection with light maintenance and one (1) on-track inspection without maintenance per week. One-walking inspection will be required per month covering alternating one-third segments of the V&T RAILWAY COMMISSIONS's Track which will substitute for one (1) of the on-track inspections with light maintenance. TMC will be paid on a Per Day, Per Hour, or Lump Sum Basis for the Services in accordance with the costs submitted with this proposal. This Work will involve the following items of work:

- i. **Once Weekly Eureka to Gold Hill On-Track Inspections & Light Maintenance (20 Estimated):** The TMC shall be responsible for conducting once-weekly on-track inspections, preparation of inspection reports and light maintenance during the regular operating season. The TMC shall utilize his own hi-rail vehicle for these inspections and light maintenance. The TMC shall provide at least a two-man maintenance crew consisting of, at a minimum, a qualified Track Inspector and Track Laborer for this

work. This work includes completing a Track Inspection Report and delivering it to the V&T RAILWAY COMMISSION. It is estimated that there will be twenty (20) On-Track Inspections & Light Maintenance conducted each operating season.

- ii. **Once Weekly Eureka to Gold Hill On-Track Inspections Without Maintenance (22 Estimated):** The TMC shall be responsible for conducting once-weekly on-track inspections, without maintenance. The TMC shall utilize his own hi-rail vehicle for these inspections. The TMC shall provide a qualified Track Inspector for this work. This work includes completing a Track Inspection Report and delivering it to the V&T RAILWAY COMMISSION. It is estimated that there will be twenty-two (22) On-Track Inspections without Maintenance conducted each operating season.
- iii. **Twice Weekly Railbike Block Track Inspections without Maintenance (MP 4.5 TO MP 7.5) (When Trains not Running):** The TMC shall be responsible for conducting twice weekly on-track inspections, without maintenance, for the Railbike Block (MP 4.5 to MP 7.5) during periods when Railbikes are running, and excursion trains are not running. The TMC shall utilize his own hi-rail vehicle for these inspections. The TMC shall provide a qualified Track Inspector for this work. This work includes completing a Track Inspection Report and delivering it to the V&T RAILWAY COMMISSIONS. It is estimated that there will be thirty (30) On-Track Railbike Block Inspections without Maintenance conducted each operating season.
- iv. **Special Heat, Storm, Supervisor, or other Inspections (As Directed):** The TMC shall be responsible for conducting on-track special inspections as directed to accommodate high heat, storm, supervisor review or other inspections as directed.
- v. **Track Maintenance: 2-Man Maintenance Crew, 3-Man Maintenance Crew, 4-Man Maintenance Crew (As Directed):** The TMC shall be responsible for conducting track maintenance using a two (2), three (3), or four (4) man track maintenance crew as directed.
- vi. **Track Maintenance: Rail Joint Bar Oiling/Track Bolt Nut Retensioning, Anchor Resetting, Plug & Re-spike One-Third (1/3) of VTRW Track per year, 3- Man Crew (As Directed):** The TMC shall be responsible for conducting Rail Joint Bar Oiling/Track Bolt Nut Re-Tensioning, Anchor Re-Setting, Plugging & Re-Spiking approximately One-Third (1/3) of VTRW Track per year using a 3-man crew (as directed). The maintenance crew shall consist of, at a minimum, a qualified Track Foreman and the requisite number of Track Laborers.
- vii. **Linehan Road Crossing Signal Monthly Inspection & Testing Services, Including Inspection Report:** The TMC shall be responsible for conducting monthly Crossing Signal Inspections for the Linehan Road at-grade crossing. Monthly, Quarterly, Annual and Ten-Year Inspections shall be conducted. This work includes completing a Signal Inspection Report and delivering it to the V&T RAILWAY COMMISSION.
- viii. **Ballast Regulator, or Track Tamper w/Operator Including one Move In/Out Cost (As Directed):** The TMC shall be responsible for providing and operating a Ballast Regulator and a Track Tamper as directed. Payment for this work shall be on a daily basis and shall include any necessary move in/ move out costs. This work will be scheduled for one continuous period.
- ix. **Rail Welding & Grinding (As Directed):** The TMC shall be responsible for conducting Rail Grinding and Rail Welding as directed.

- x. **Vegetation Control: Application of Pre-Emergent on 12.2 miles of railroad roadbed (Not Including Material):** The TMC shall be responsible for providing the necessary on-track equipment and personnel to apply granular chemical pre-emergent on the V&T RAILWAY COMMISSION's track structure including ballast shoulders. Pre-emergent material shall be obtained by the TMC for which costs he will be reimbursed by the V&T RAILWAY COMMISSION.
- xi. **Hourly Services – Foreman, Laborer (As Directed):** The TMC shall be responsible for providing Foreman or Laborer(s) for miscellaneous work not necessarily associated with Track or Right-of-Way Maintenance. This work shall be conducted as directed.
- xii. **Markup on Material Purchased or Equipment Rental by Contractor on Behalf of VTRW - Estimated at \$25,000 per year:** TMC will be reimbursed for his authorized out-of-pocket material purchase or equipment rental costs at the percentage included in the Cost Proposal.

4.1.3 NORMAL TRACK MAINTENANCE: The TMC should expect that his Services will involve but are not limited to any of the work items included in this section of the RFP. This Maintenance work involves all regular track and right-of-way maintenance activities that are commonly performed on a manual basis or a machine assisted basis that may be required or that will be assigned to be conducted on the V&T RAILWAY COMMISSION's Track and Right-of-Way. Typical work includes raising, lining and tamping of track; replacing defective track bolts/nuts/washers; defective rail, switch point and stock rail replacement; cotter-pin/locknut replacements as necessary; adjusting or resetting/replacing cross ties; plugging/resetting/replacing rail spikes and rail anchors; cleaning crossing flangeways; lubricating and adjusting switches and turnout components. This work also includes ballast distribution using rental equipment and materials reimbursed by the V&T RAILWAY COMMISSION unless provided directly by the V&T RAILWAY COMMISSION. This work also includes removing minor rockfalls from roadside ditches; resetting and replacing signs; gate repairs; removing debris from roadbed and ditches; clearing vegetation within the track structure or roadbed; assisting with vandalism repairs; re-gauging track; track joint bar replacements; track joint oiling and bolt/nut re-tensioning; resetting of replacing wooden at-grade crossing planks; dressing walkways; ditch and culvert cleaning; dressing crossing approaches; inventorying and organizing track materials and providing required material requisitions/requests; providing monthly work summaries attached to invoices submitted to the V&T RAILWAY COMMISSION; and other work which may be necessary or assigned.

This work will also include mechanical ballast regulating and shoulder dressing, mechanical ditch cleaning, providing equipment for rail replacements, rail and frog welding and grinding services, mechanical track surfacing and lining, and mechanical excavations and ditch cleaning. This work also includes responses to emergencies and unusual work outside of the normal maintenance working days. Inspection Reports shall be immediately submitted to the V&T RAILWAY COMMISSION upon completion of regular of special track or crossing signal inspections and repair work.

4.1.4 EQUIPMENT AND TOOLS REQUIRED: Due to the inaccessibility of much of the track by surface road, the TMC will be responsible for providing his own on-track transportation to consist of a properly certified, inspected and equipped hi-rail pickup truck vehicle meeting the requirements of 49 CFR Part 214. The TMC will be responsible for supplying his own hand tools consisting of but not limited to track jacks, lining bars, tamping bars,

spike malls and sledgehammers, track wrenches, claw bars, motorized rail saw and drill, bolt machine, flagging kit(s), track gauge, track level, small hand tools, sign repair tools, short and long handled shovels, track brooms, tie tongs, track carts and other hand tools that may be necessary for repair work on track or within the railroad right-of-way. The TMC will be compensated for his purchase of materials or for equipment rentals required for the maintenance work.

4.1.5 **WORKING DAY:** Workday shall consist of an eight-hour day with allowance for a ½ hour lunch period starting when the maintenance crew leaves the Eastgate Depot and upon their return to this facility. No direct compensation will be granted for vehicle mileage or vehicle/equipment fuel, lubricants or maintenance/repairs.

4.1.6 **WORKER'S QUALIFICATIONS:** All TMC personnel will be required to have successfully completed a course in Railroad Workplace Safety in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 214 as conducted by the Railway Education Bureau, or an approved equivalent. The TMC's Foreman/Inspector shall have a minimum of 5-years progressively responsible supervision experience in track maintenance and be qualified in accordance with Title 49 CFR Part 213.7. Track laborer's must have at least one-year of experience in track maintenance. The TMC is expected to assign a regular crew to the project and to avoid changing personnel on a month-to-month basis. All personnel must demonstrate that they have been trained in accordance with the Nevada State Occupational Safety and Health Administration (OSHA) standards for foreman and laborers.

4.1.7 **CONTRACTOR'S REPRESENTATIVE:** The TMC shall designate an official supervisor that the V&T RAILWAY COMMISSION's Maintenance-of-Way Supervisor or designee may contact during regular hours and to be available to coordinate emergency services and special maintenance work as may become necessary.

5. **DURATION OF SERVICE**

The resulting contract(s) from this RFP shall be for an initial contract term effective upon approval by the V&T RAILWAY COMMISSION, anticipated to be March 1, 2022, through March 31, 2026. Options will be exercised only if agreed upon by both parties and in the best interests of the V&T RAILWAY COMMISSION.

6. **SUBMITTAL INSTRUCTIONS**

- 6.1 A copy of this RFP may be requested from the V&T RAILWAY COMMISSION Chair at the address below, electronically at dpeterson@visitcarsoncity.com or by telephone at 775-283-7681.
- 6.2 All proposals must be **received** by the V&T RAILWAY COMMISSION no later than 2:00 p.m., January 3, 2022. Submit proposal in a **sealed envelope**, labeled **Submittal for RFP V&T RAILWAY COMMISSION 2021-26** to one of the following:

Mail/Delivery To:

Nevada Commission
for the Reconstruction of the V&T Railway
Attn.: David Peterson, Chair
716 N. Carson St., Suite 100
Carson City, NV 89701

In-Person To:

Nevada Commission
for the Reconstruction of the V&T Railway
Attn.: David Peterson, Chair
716 N. Carson St., Suite 100
Carson City, NV 89701

- 6.3 Submissions must include a master copy (so marked) of the Proposal and one electronic copy (Adobe Acrobat format) saved onto a PC readable medium (flash drive), to include a

title page showing the RFP subject; the firm's name, address, telephone number and email address of a contact person. The Proposal must be received on or before the date and time set forth in Section 6.2 of this RFP. Proposals shall be clear, straightforward, and not exceed 30 single-sided pages or 15 double-sided pages in length not including company brochures. Company brochures may be provided.

Final Date for Submittal of Questions: Questions regarding this RFP will be accepted through 12:00 p.m. on Monday, December 6, 2021. Questions shall be submitted in a letter format in writing via e-mail or mail to:

Nevada Commission for the Reconstruction of the V&T Railway
c/o David Peterson, Chair
716 N. Carson St., Suite 100, Carson City, NV 89701
e-mail: dpeterson@visitcarsoncity.com
775-283-7681

- 6.4 **LATE PROPOSALS WILL NOT BE ACCEPTED.** Prospective proposers are responsible for ensuring their proposals arrive on or before the designated time and date to the address provided in Section 6.2.
- 6.5 All questions in the questionnaire must be completed. All requested documents must be provided.

7. EVALUATION AND AWARD PROCESS

- 7.1 The V&T RAILWAY COMMISSION shall use its best judgment in conducting a comparative assessment of the proposals.
- 7.2 The V&T RAILWAY COMMISSION shall select a finalist which possess the ability to service the V&T RAILWAY COMMISSION's needs based on the recommendation of the Selection Committee.
- 7.3 Notifications will be sent to all persons submitting proposals after the contract(s) have been awarded by the V&T RAILWAY COMMISSION.
- 7.4 The V&T RAILWAY COMMISSION reserves the right to terminate the contract(s) with at least 30 days prior written notice, or to terminate with cause at any time.
- 7.5 No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract(s). If any person contemplating submitting a bid for the contract(s) is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, the person may submit to the V&T RAILWAY COMMISSION a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The V&T RAILWAY COMMISSION will not be responsible for any other explanation or interpretations of the proposed documents.
- 7.6 The V&T RAILWAY COMMISSION reserves the right to reject all bids and to waive any informality in bids.

RECOMMENDATION FOR AWARD will be made based on the evaluation results of the Selection Committee.

FINAL SELECTION will be made by the V&T RAILWAY COMMISSION anticipated to be January 27, 2022. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by the V&T RAILWAY COMMISSION shall be deemed final.

Anticipated Schedule:

Release RFP	November 15, 2021
Submittal of Questions	December 6, 2021, by 12:00 pm
Response to Questions	December 20, 2021, by 5:00 pm
RFP Submittal Deadline	January 3, 2022, by 2:00 pm
Presentations/Interviews	January 27, 2022
V&T RAILWAY COMMISSION Issues Contract	February 24, 2022

8. RFP REQUIREMENTS

8.1 Respondents should submit any information which documents successful and reliable experience in past performance like those of the requirements of this proposal.

9. REQUIRED INFORMATION

The factors listed in this section will weigh heavily into the V&T RAILWAY COMMISSION's decision-making process on this RFP. These evaluation requirements are minimum requirements.

9.1 A Statement of Project Understanding

- a. Describe your experience with railroad track and right-of-way maintenance work. Provide references to past performance. Explain your experience with work on uncontrolled branch line track. Explain your experience working on the V&T RAILWAY COMMISSION'S track and/or the V&T Railroad track and right-of-way as applicable or other applicable shortline Class 1 or Class 2 tourist track. Explain your experience in record keeping and your experience in documenting FRA Track Safety Defects and identifying necessary corrective actions as required by 49 CFR Part 213. List Specific References

9.2 Key Personnel Information:

- a. Identify the personnel you plan to assign to the project. Provide a brief resume for these individuals detailing the experience, qualifications and certifications they possess.

9.3 Capacity

- a. Identify how you will approach the task of initiating and fully implementing these services and identify the equipment, vehicles, hand and power tools and other tool resources your firm will provide for the project.

9.4 Ability to Respond to Unplanned Situations

- a. Provide a description of your availability and your time frames necessary to respond to unplanned situations including derailment response, storm repair

response and repairs to track or right-of-way due to vandalism. How will your firm respond to emergency call outs if required?

9.5 Cost Proposal for Basic & Special Services

- a. Complete the attached “Cost Proposal Form” and include it with your response to the RFP.

10. EVALUATION CRITERIA:

Having determined that a proposal meets the basic requirements, the Selection Committee will then evaluate it with respect to each of the following elements (a total of 100 points possible):

10.1 Qualifications (Maximum 25 points). The Selection Committee will consider:

- length of time in business,
- past performances,
- apparent capabilities to perform well in the execution of its obligations under a contract as evidenced by an individual or a corporation’s or firm’s leadership and management personnel,
- size of organization,
- project manager,
- support staff, and
- any other pertinent information submitted by the proposer.

10.2 Personnel (Maximum 15 points). The Selection Committee will consider the staffing method of providing coverage proposed in the response. The Selection Committee will also consider the level of capabilities of the individual or personnel and their ability to communicate effectively and timely.

10.3 Capacity (Maximum 15 points). The Selection Committee will review the proposal for its completeness and evaluate how the proposer will approach the task of initiating and fully implementing these services including identification of the equipment, vehicles, hand and power tool resources the proposer will provide. The demonstration of assurance of performance as to quality and efficiency will be weighted when scoring.

10.4 Ability to Respond to Unplanned Situations (Maximum 15 points). The Selection Committee will consider the proposers availability and timeframes necessary to respond to unplanned situations including derailment response, storm repair response and repairs to track or right-of-way due to vandalism. Be specific.

10.5 Cost Proposal (Maximum 30 points). The cost proposal for full performance in meeting the requirements of the RFP will be of major consideration under this category. The Selection Committee may also refer to the line-item information that has been provided.

10.6 In-Person Presentation Evaluation Criteria (a total of 100 points possible):

- a) Did the presenting person prove expertise in railroad track inspection and railroad track and right-of-way maintenance services? (Maximum 30 points)

- b) Did the presenting person demonstrate knowledge of FRA Class 2 Track Safety Standards? (Maximum 25 points)
- c) Did the presenting person adequately identify the personnel and tools and equipment necessary to complete the required track maintenance services? (Maximum 15 points)
- d) How well did the presenting person address evaluators' questions? (Maximum 10 points)
- e) Did the presenting person indicate the ability to respond to emergency situations due to unplanned situations including derailment response, storm repair response and repairs to track or right-of-way due to vandalism? (Maximum 20 points)

11. OBJECTION BY UNSUCCESSFUL PROPOSER:

- 11.1 Any unsuccessful proposer may file an objection to the V&T RAILWAY COMMISSION regarding the selection made by the Selection Committee by following the procedure outlined in paragraph below. Information on the results of the Selection Committee's aggregate evaluation may be obtained upon request and will be emailed to each respondent.
- 11.2 Any objection shall be written and submitted to the V&T RAILWAY COMMISSION Board of Directors c/o Nevada Commission for the Reconstruction of the V&T Railway at the address identified in Section 6.3 within five (5) calendar days after a recommendation to award a contract has been posted to the V&T RAILWAY COMMISSION Website. The V&T RAILWAY COMMISSION Selection Committee will stay any award actions until after the V&T RAILWAY COMMISSION Selection Committee has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the V&T RAILWAY COMMISSION Board of Directors, who will render a final decision. No protests will be heard by the V&T RAILWAY COMMISSION unless the proposer has followed the appeal process. The V&T RAILWAY COMMISSION is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by the appellant in the process.

12. LIST OF REQUIRED DOCUMENTS

- 12.1 Nevada Business License
- 12.2 Proof of Insurance Coverage
- 12.3 Organizational chart, if the proposer is a company or firm
- 12.4 Resume Form: Complete a resume form, including, for corporations or firms, one form for each person employed by or contracted with your company or firm which will assist with the completion of the scope of work for this RFP.
- 12.5 Cost Proposal Form

13. COST PROPOSAL

- 13.1 The cost proposal shall not be marked "confidential". Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as "confidential".
- 13.2 Proposers shall provide one (1) PDF Cost Form.

14. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn at any time upon written notice to the V&T RAILWAY COMMISSION.

15. CONFIDENTIAL INFORMATION:

Any information deemed confidential or proprietary should be clearly identified by the proposer as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information of data submitted with this proposal will not be returned.

16. CONTRACT TERMINATION:

The V&T RAILWAY COMMISSION reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

- 16.1 Failure to provide sufficient personnel as identified in the response to the RFP.
- 16.2 Failure to provide the key personnel as identified in the response to the RFP.
- 16.3 Substitution of key personnel without prior approval of the V&T RAILWAY COMMISSION.

17. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:

Proposer's attention is directed to the insurance requirements as delineated in Exhibit A. It is highly recommended that proposers confer with their insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a proposer fails to comply strictly with the insurance requirements, the proposal may be disqualified.

18. FUNDING OUT CLAUSE:

Proposers shall be aware that any contract(s) resulting from this RFP shall be subject to cancellation without penalty in the event that V&T RAILWAY COMMISSION's funding authority fails to obligate funds requisite for its continued operations.

19. STATUS OF SUCCESSFUL PROPOSERS:

The successful proposer will be an "Independent Contractor" and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the V&T RAILWAY COMMISSION.

20. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:

Successful proposer shall always be in compliance with immigration and naturalization laws regarding the eligibility of their employees or subcontractors to work in the United States.

21. OPEN MEETING LAW:

Proposers shall be aware that NRS Chapter 241 provides that public business shall be conducted in an open meeting. Any resultant award may be defended against any challenge by the Carson City District Attorney's Office.

22. ATTACHMENTS:

- a. Cost Proposal Form
- b. Track Maintenance Services Evaluation Form
- c. Sample Contract

END OF DOCUMENT

DRAFT

COST PROPOSAL

Cost Proposal of _____(hereinafter called "PROPOSER"), organized and existing under the laws of the State of _____doing business as _____* To the Nevada Commission for the Reconstruction of the V & T Railway (hereinafter called "OWNER").

In compliance with your Request for Proposals, PROPOSER will perform all the SERVICES Identified in the Request for Proposals for the **TRACK MAINTENANCE SERVICES** in strict accordance with the Provisions and Requirements contained therein at the prices stated below.

By submission of this COST PROPOSAL, PROPOSER certifies, and in the case of a joint PROPOSAL each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any competitor.

* Insert "a corporation", "a partnership", "an additional" as applicable.

COST PROPOSAL

PROPOSER agrees to perform all the work described in the Request for Proposal for the following prices:

NOTE: Proposals shall include sales tax and all other applicable taxes and fees.

V&T RAILWAY COMMISSION TRACK MAINTENANCE CONTRACT - COST PROPOSAL					
<u>SERVICES</u>					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PRICE
1	Once Weekly Eureka to Gold Hill On-Track Inspection & Light Maintenance, Including Inspection Report	DAY	20		
2	Once Weekly Eureka to Gold Hill On-Track Inspection without Maintenance, Including Inspection Report	DAY	22		
3	Twice Weekly Railbike Block Track Inspections without Maintenance (MP 4.5 TO MP 7.5) (When Trains not Running)	DAY	30		
4	Special Heat, Storm, Supervisor, or other Inspections (As Directed)	DAY	6		
5	Track Maintenance: 2-Man Maintenance Crew (As Directed)	DAY	6		
6	Track Maintenance: 3-Man Maintenance Crew (As Directed)	DAY	4		
7	Track Maintenance: 4-Man Maintenance Crew (As Directed)	DAY	4		
8	Track Maintenance: Rail Joint Bar Oiling/Track Bolt Nut Retensioning, Anchor Resetting, Plug & Respike One-Third (1/3) of VTRW Track per year, 3- Man Crew (As Directed)	DAY	4		
9	Linehan Road Crossing Signal Monthly Inspection & Testing Services, Including Inspection Report	MONTH	12		
10	Ballast Regulator w/Operator Including one Move In/Out Cost (As Directed)	DAY	5		
11	Track Tamper w/Operator Including one Move In/Out Cost (As Directed)	DAY	4		
12	Rail Welding & Grinding (As Directed)	DAY	4		
13	Vegetation Control: Application of Pre-Emergent on 12.2 miles of railroad roadbed (Not Including Material)	LS	1		
14	Hourly Services - Foreman (As Directed)	HR	8		
15	Hourly Services - Laborer (As Directed)	HR	24		
<u>MATERIAL MARKUPS</u>					
ITEM	DESCRIPTION	UNIT	ESTIMATED MATERIAL/RENTAL COST	MARKUP PERCENTAGE (%)	PRICE
16	Markup on Material Purchased or Equipment Rental by Contractor on Behalf of VTRW- Estimated at \$25,000 per year	LS	\$25,000		
<u>TOTAL PRICE:</u>					-

Respectfully submitted:

Signature

Address

Title

Date

State of Nevada Railroad Contractor License Number

(SEAL-if PROPOSAL is by a corporation)

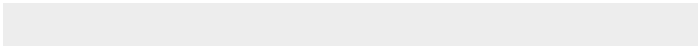
Attest _____

DRAFT

V&T RAILWAY COMMISSION
RFP 2021-26 Track Maintenance Services

Criteria	Max (Points)	Score (Points)	Revised Score (Points)	Notes
10.1 Experience Describe your experience with railroad track and right-of-way maintenance work and with your experience on V&T RAILWAY COMMISSION track and right-of-way, if applicable. Provide references to past performance. Explain your experience with work on uncontrolled branch line track. Explain your experience in record keeping and your experience in documenting FRA Track Safety Defects and identifying necessary Corrective Actions as required by 49 CFR Part 213. List Specific References.	25			
10.2 Personnel Identify the personnel you plan to assign to the project. Provide a brief resume for these individuals detailing the experience, training completed, and the qualifications they possess.	15			
10.3 Capacity Identify how you will approach the task of initiating and fully implementing these services and identify the equipment, vehicles, and hand tool and power tool resources your company will provide.	15			
10.4 Ability to Respond to Unplanned Situations Provide a description of your availability and your time frames necessary to respond to unplanned situations including derailment response, storm repair response and repairs to track or right-of-way due to vandalism. How will your firm respond to emergency call outs if required? Be specific.	15			
10.5 Cost Proposal Complete the attached "Cost Proposal Form" and include it with your response to the RFP.	30			
Subtotal (Maximum 100 points)	100			

V&T RAILWAY COMMISSION
RFP 2021-26 Track Maintenance Services



10.6 In-Person Presentation Evaluation Criteria (a total of 100 points possible):			
a)	Did the presenting person prove expertise in railroad track inspection and railroad track and right-of-way maintenance services?	30	
b)	Did the presenting person demonstrate knowledge of FRA Class 2 Track Safety Standards?	25	
c)	Did the presenting person adequately identify the personnel and tools and equipment necessary to complete the required track maintenance services?	15	
d)	How well did the presenting person address evaluators' questions?	10	
e)	Did the presenting person indicate the ability to respond to emergency situations to conduct on-track special inspections and repairs due to unplanned situations including derailment response, storm repair response and repairs to track or right-of-way due to vandalism?	20	
<i>In-Person Subtotal (Maximum 100 points)</i>		100	
<i>Grand Total</i>		200	

Evaluator Initials:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract Between

Agency Name:	Nevada Commission for the Reconstruction of the V&T Railway, a political subdivision of the State of Nevada
Address:	P.O. Box 1711
City, State, Zip Code:	Carson City, Nevada 89702
Contact:	David Peterson, Chairman
Phone:	775-686-9037
Fax:	
Email:	dpeterson@visitcarsoncity.com

Contractor Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

WHEREAS, the Commission desires to retain Contractor for track maintenance services; and

WHEREAS, the Contractor is desirous of serving the Commission as its track maintenance services contractor; and

WHEREAS, the Commission and Contractor agree that Contractor shall be compensated for all services rendered as herein below set forth; and

WHEREAS, it is deemed that the service of the Contractor is both necessary and in the best interests of the Commission

NOW, THEREFORE, in consideration of the aforesaid premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Date	To:	Date
-----------------	------	-----	------

- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK
See Exhibit A "Scope of Work and Cost Proposal"

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

Total Contract Not to Exceed:	\$
-------------------------------	----

The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work.

5. **BILLING SUBMISSION: TIMELINESS.**

- A. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Commission is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the Commission no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Commission of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
- B. The Commission agrees to make payments to Contractor within thirty (30) days after Contractor submits a monthly invoice reflecting the separately delineated costs expended on behalf of the Commission.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the Commission sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the Commission.

7. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The Commission unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the Commission, Contractor shall use its best efforts to minimize cost to the Commission and Contractor will not be paid for any cost that Contractor could have avoided.
- B. Commission Termination for Non-Appropriation. The continuation of this Contract is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available. The Commission may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Commission's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 7D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

- 4) If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the Commission that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 2, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 7C, above, shall run concurrently, unless the notice expressly states otherwise.

8. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour.
9. **LIMITED LIABILITY.** The Commission will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any Commission breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
10. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the Commission shall apply in all cases except for claims arising solely from the Commission's own negligence or willful misconduct. Contractor waives any rights of subrogation against the Commission. Contractor's duty to defend begins when the Commission requests defense of any claim arising from this Contract.
11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the Commission will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the Commission incurs any employment liability for the work under this Contract; Contractor will reimburse the Commission for that liability.
12. **INSURANCE SCHEDULE.** The Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the Commission shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Commission.

A. **Workers' Compensation and Employer's Liability Insurance.**

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.

2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the Commission a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

1) General Aggregate	\$2,000,000
2) Products – Completed Operations Aggregate	\$1,000,000
3) Personal and Advertising Injury	\$1,000,000
4) Each Occurrence	\$1,000,000

C. Professional Liability/Errors and Omissions Liability. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1) Each Claim	\$1,000,000
2) Annual Aggregate	\$1,000,000

Mail all required insurance documents to the Commission at the address identified on page one of the Contract.

13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
14. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
15. **OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the Commission to Contractor and any documents or materials provided by the Commission to Contractor in the course of this Contract ("Commission Materials") shall be and remain the exclusive property of the Commission and all such Commission Materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests or attorney-client privilege.
17. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; and shall be fit for ordinary use, of good quality, with no material defects.
18. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
19. **ASSIGNMENT AND SUBCONTRACTING.** This Agreement shall not be assigned by either the Commission or the Contractor without the prior written consent of the other party to this Agreement. The Contractor shall not subcontract any substantial portion of this Agreement without the Commission's prior written consent.
20. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall

be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Contractor's Signature

Date

Contractor's Title

Nevada Commission for the Reconstruction
of the V&T Railway

Date

Title

SAMPLE