

**Northern New England Passenger Rail Authority  
Addendum No. 1 – August 16, 2024  
Request for Proposals #25-Service Development Plan-002**

**Questions Received from Firms and Responses from NNEPRA**

1. Question: Regarding the second paragraph on page 6, “For travel demand and ridership forecasting, revenue evaluation, and operations and maintenance cost estimation, this effort is anticipated to use pre-existing models rather than require the building of new models,” is it anticipated that the selected consultant will be given access to pre-existing models to run the scenarios, or that other stakeholders will run the scenarios and share the assumptions and results with the selected consultant?

*Response: It is possible that some analyses may be conducted by stakeholders and shared with the Selected Firm, but proposers should plan for resources to review, adapt, and run pre-existing models for all of the noted analytical areas.*

2. Question: Can NNEPRA please describe the travel demand and ridership model that will be provided and when it was last updated?

*Response: Part of the role of the Selected Firm will be to review various pre-existing models (e.g., the 2023 Maine State Rail Plan, internal models at Amtrak and GPCOG, others identified by the Selected Firm) and advise NNEPRA on adapting appropriate models for the purposes of completing the SDP.*

3. Question: Will previous simulation databases or outputs be provided to aid in Task 4?

*Response: NNEPRA does not have recent simulation databases suitable for supporting the SDP. Part of the role of the Selected Firm will be to propose and execute an approach to train operations analysis at a level of detail appropriate for the scale of existing and future infrastructure and the level of existing and future freight and passenger service. The Selected Firm will work with NNEPRA, FRA, Amtrak, MBTA, and CSX to build consensus around such an approach. Proposers should assume that full network simulation using Rail Traffic Controller (RTC), or similar software is not within the scope of work at this time. That level of analysis may become an optional additional task in the future.*

4. Question: Can NNEPRA please provide a sample contract?

*Response: Please see Appendix A for a similar sample contract. Please note that the actual contract for the SDP may vary from this example.*

5. Question: Do the Title Page and Table of Contents count towards the page limit?

*Response: Title page and table of contents do not count toward the page limit.*

6. Question: Are dividers allowable? If so, do they count towards the page limit?

*Response: Dividers are allowable and do not count toward the page limit.*

7. Question: What tasks or scope items should include scope to “explore opportunities to enhance multi-modal connectivity from Boston North Station to the Northeast Corridor at Boston South Station.” Shall the selected firm include this as a high-level evaluation or specific alternatives analysis in Task 3, 4, and 5?

*Response: This scope should include a high-level evaluation in cooperation with MassDOT/MBTA, distinct from the detailed technical analyses in Tasks 3, 4, and 5.*

8. Question: What level and frequency of stakeholder engagement (including materials development, participation in virtual or in-person meetings, and other activities) should be assumed under Task 2? Does NNEPRA have an anticipated number of meetings that should be assumed for cost proposal purposes? Please confirm if virtual meetings can be assumed.

*Response: Proposers should assume three rounds of significant stakeholder engagement: Project initiation, initial analytical results, and draft final analytical results. More frequent meetings should be assumed with some key stakeholders. One or two meetings per round may have an in-person component. Other meetings will be virtual.*

9. Question: For each deliverable, what type of collaboration and/or number of reviews are anticipated by NNEPRA? Will NNEPRA obtain and coordinate feedback from additional stakeholders?

*Response: All deliverables will require FRA review and approval. Deliverables will require NNEPRA review before FRA review. NNEPRA will obtain and coordinate feedback from FRA and all other stakeholders.*

10. Question: Can NNEPRA identify available desktop information or environmental documentation to support the Task 5 Environmental Planning work?

*Response: NNEPRA completed an Environmental Assessment in 2017 for its first SDP. NNEPRA will provide any backup information available from that effort. Proposers should otherwise expect to utilize publicly available databases.*

11. Question: What stakeholder technical reviews and approvals should be assumed for the methodology reports and technical reports in Tasks 2-7?

*Response: See answer to question 9.*

12. Question: Is NNEPRA expecting that the consultant team will evaluate multiple potential mainline locations for a relocated Portland station, or will the consultant team be directed to advance one previously identified site?

*Response: NNEPRA is independently identifying the proposed location for the relocated Portland Station. The results of that effort will be used by the Selected Firm for the SDP.*

13. Question: What existing and historical ridership data on the corridor will be made available to the selected firm?

*Response: NNEPRA has extensive ridership data by train, station, day of week, and passenger type. This data will be made available to the Selected Firm.*

14. Question: Which models have been used in the past for ridership projections and will those be made available to the selected firm?

*Response: Other than the 2023 Maine State Rail Plan, NNEPRA has relied on internal analysis and Amtrak for ridership projections. See answer to question 2.*

15. Question: As stated on page 2 of the RFP, this study will also explore opportunities to enhance the multi-modal connectivity from Boston North Station to the Northeast Corridor at South Station. The North Station-South Station connection has been studied over the past few decades, and as recently as 2018. Is the intent of this RFP to examine what has been proposed in recent North Station-South Station studies and make recommendations? Can you clarify what opportunities should be considered?

*Response: This part of the scope should make use of past studies as well as identify and analyze any new creative strategies. See answer to question 7.*

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16. Question: As stated on page 4 of the RFP, the Selected Firm will participate in railroad stakeholder, government agency, and public outreach, engagement, and coordination activities that will be led by NNEPRA staff and contractors. Can you be more specific regarding the role the NNEPRA will take in leading these engagement activities?

*Response: NNEPRA staff and contractors will lead the development and execution of the engagement strategy with railroad stakeholders, government agencies, and the public with advice and support from the Selected Firm. The Selected Firm will lead the technical analyses that are generated for engagement with those parties, as well as the summaries of those analyses that are suitable for distribution (i.e., reports) and presentation (i.e., slide decks).*

17. Question: As stated on page 6 of the RFP, for the travel demand and ridership forecasting, it is expected to use pre-existing models rather than require the building of new models. Can you provide details of what those models are?

*Response: See answers to questions 2 and 14.*

18. Question: The Maine Department of Transportation in partnership with the NNEPRA is pursuing a two-year pilot project for regularly scheduled passenger rail service on the state-owned Rockland Branch between Brunswick and Rockland, ME. NNEPRA has requested a proposal from Amtrak to operate passenger rail service on the Rockland branch in 2024. Is this intended to be a separate study from this RFP, or will it be incorporated into this overall study?

*Response: A near-term pilot service on the Rockland Branch should be assumed to be a separate effort from this study. While lessons from a pilot service would eventually be key to any permanent service on the Rockland Branch, the SDP will focus on what type and level of service might be desirable in a 10- to 15-year timeframe in context of the feasibility of the infrastructure investments required to support it.*

ALL CONTRACTORS SUBMITTING A QUOTE ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NO. 1 AS PART OF THEIR QUOTE PACKAGE. PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS ADDENDUM AND RETURN WITH THE FINAL QUOTE.

Contractor Name: \_\_\_\_\_

Contractor Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

For any additional questions regarding this addendum please contact:

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Portland, Maine 04101  
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Signed by: Catherine Davidson

## APPENDIX A

### SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), dated as of DATE is by and between Northern New England Passenger Rail Authority (“NNEPRA”), an authority established under the laws of the State of Maine with an office at 75 West Commercial Street, Suite 104, Portland, Maine 04101, and FIRM (“FIRM”) of ADDRESS.

WHEREAS, NNEPRA has selected FIRM to perform the services described on Schedule A hereto (the "Services"), and FIRM wishes to perform the Services for NNEPRA; and

WHEREAS, NNEPRA and FIRM have agreed on the terms and conditions for the performance of the Services;

NOW, THEREFORE, NNEPRA and FIRM agree as follows:

1. *Performance of the Services.* Subject to the terms and conditions set forth in this Agreement, FIRM, in consideration of the Contract Price (as defined in Section 2) agrees to perform the Services.

2. *Contract Price.* In consideration for the performance of Services, NNEPRA shall pay FIRM the amounts set forth in Schedule A hereto (the "Contract Price") in accordance with the payment schedule set forth in Schedule A hereto (the “Payment Schedule”).

3. *Works.* In performing the Services, FIRM will create certain literary work and other works of authorship (“Works”) such as reports, documentation, and similar works. So long as NNEPRA complies with its obligation to pay the Contract Price, NNEPRA shall own all rights, title, and interest in and to the Works, and FIRM shall not retain any right, title, or interest in or to any of the Works. FIRM acknowledges that the Works are done under NNEPRA’s direction and control, which have been specifically ordered or commissioned by NNEPRA, and that the Works shall be considered a work made for hire pursuant to U.S. copyright law. At NNEPRA’s request, FIRM shall execute such documents as may be necessary to confirm that neither FIRM nor any other third party has any right, title, or interest in any of the Works. Any work incorporated into NNEPRA’s Works that is copyrighted or licensed to a third party prior to NNEPRA’s use is exempt from this paragraph.

4. *Prior Approval of the Authority.* All work shall be coordinated with the Executive Director or any other NNEPRA representative designated by NNEPRA. FIRM shall in advance of any work not contemplated in the Scope of Work submit written proposals to NNEPRA containing full descriptions of the proposed expenditure and estimates of the costs of the obligations or services involved. FIRM shall not perform any such additional work or incur any additional costs without prior written approval of NNEPRA.

5. *Term.* This Agreement shall be effective from DATE through DATE (termination date). This Agreement thereafter may be extended by mutual agreement if necessary. In connection with any such extension, the parties will agree on a Contract Price for the period of the extension. Either party may terminate this Agreement by giving a written notice of termination to the other party no less than thirty (30) days prior to the date of termination specified in the notice.

6. *Insurance.* FIRM shall, at its own expense, during the term of this Agreement, continuously maintain insurance policies affording such coverages including general liability, professional/errors and omissions, workers compensation, and automobile coverages. A current Certificate of Insurance must be on file with NNEPRA before any work can commence.

7. *Assignment.* This Agreement may not be assigned by either party without the prior written consent of the other party.

8. *Governing Law.* This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Maine without regard to its choice of law principles.

9. *No Waiver.* Neither party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed to be a waiver of such party's right to enforce each and every provision of this Agreement in the future.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed as of the day and year first written above.

NORTHERN NEW ENGLAND PASSENGER  
RAIL AUTHORITY

By: \_\_\_\_\_  
Its Duly Authorized \_\_\_\_\_

FIRM

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