

**Responses to Maintenance Services RFP Questions
Received Prior to Close of Business April 5, 2017**

<u>No.</u>	<u>Questions</u>
1	<p>Reference to RFP Section 5 for the technical proposal, what is the <u>5.2</u> number, it is missing?</p> <p>Text from 5.2 was moved to another section. There is no missing information.</p>
2	<p>Reference to RFP Section 3.6.2, Is it the understanding that the geometry car & track testing at twice a year will be performed by the Railroad, and that Contractor will only provide assistance to the Railroad in conducting the test?</p> <p>Yes, that is correct.</p>
3	<p>On appendix Q-Cost Proposal Forms, it only shows for a (1) year rate, how can the contractor escalate these rates for the next 4 years, please advise?</p> <p>Annual escalation will be allowed with reasonable supporting documentation.</p>
4	<p>According to the prevailing wage, if work is more than 8 hrs./day, over time rate applies, if work is more than 12 hrs./day, double time rate applies. Appendix Q cost form shows an OT column, but there is no DT column to reflect the rates, please advise.</p> <p>Assume that all overtime is time and half.</p>
5	<p>Can ACTA provide an excel format of Appendix Q cost forms?</p> <p>Yes, these will be provided on the website.</p>
6	<p>As part of the RFP proposal, proposers need to show contracts similar in nature or magnitude to this RFP. VTMI have currently (2) MOW contracts that are of same equivalency to this RFP, but the CGL requirements are not as high as the \$100,000,000.00 required for this RFP shown in the Draft Agreement; - will this be the same requirement into a final contract, or can the Authority consider a more attainable or comparable CGL to allow contractors capacity? (please see attached example of VTMI's current contract for reference)</p> <p>The CGL requirement is reasonable when considering (i) the length of the corridor and the trench in particular, (ii) the amount of crossovers and other special trackwork (iii) the close spacing and criticality of overhead roadway bridges and trench struts, (iv) the complexity and value of the steel railroad bridges, (v) limited access to the trench due to flanking parallel roadways, (vi) the nature of the ballast and drainage features in the trench in the event of hazardous material spills, and (vii) the value of rail equipment. The potential for property damage and casualty liability could in a number of hypothetical situations reach \$100 million.</p>

**Responses to Maintenance Services RFP Questions
Received Prior to Close of Business April 5, 2017**

<u>No.</u>	<u>Questions</u>
7	<p>We would like to request a minimum 2 week extension of the proposal due date to allow sufficient time for preparation of proposals. A short period between the Pre-Proposal Meeting and the due date supports an unfair advantage for the incumbent contractor.</p> <p><i>An extension can be provided and will be discussed at the pre-proposal meeting.</i></p>
8	<p>The Cost Proposal Form Item II; Supplemental Labor for Special Capital Work - what is this for? What position should we use to price?</p> <p><i>Provide hourly rates for additional labor classifications that might have to be brought in for extraordinary capital work.</i></p>
9	<p>The Cost Proposal Form Item III; 1. Administrative Burden - What do we use to price this out? Annual costs not covered in hourly rates above?</p> <p><i>Annual administrative costs should be estimated and built into the burdened labor rates.</i></p>
10	<p>The Cost Proposal Form Item III; 2. AEI Readers; is this annual cost for inspection and maintenance over the hourly costs above?</p> <p><i>The hourly rates for signal and communications personnel and other support costs should be used to determine the appropriate unit rate. This is standard railroad practice. The total annual costs for these labor positions should also be included in Section 1 (Labor Positions) for comparative purposes.</i></p>
11	<p>The Cost Proposal Form Item III; 3.Signal Maintenance; is this annual cost for inspection and maintenance over the hourly costs above?</p> <p><i>See answer to #10.</i></p>
12	<p>The Cost Proposal Form Item III; 8. Vehicles and 9. Equipment - What do we enter here based on tables 1 and 2?</p> <p><i>Item 8 and 9 of Section 3 should be the sum of the annual costs from tables 1 and 2.</i></p>
13	<p>Page 8 of Appendix Q; What should be included in these unit rates; Materials? All labor, equipment? Can this work be performed during regular hours or short window evening work?</p> <p><i>Unit costs are labor only. Assume all work during regular hours.</i></p>
14	<p>Appendix Q; What forms should be submitted with the proposal?</p> <p><i>AP-Q-2 (Section I – IV), AP-Q-3 (Table 1), AP-Q-4 (Table 2) and AP-Q-8</i></p>

**Responses to Maintenance Services RFP Questions
Received Prior to Close of Business April 5, 2017**

<u>No.</u>	<u>Questions</u>
15	<p>Reference to Appendix Q, "Additional Estimated Cost Items" form, will this be a part of the cost evaluation for the RFP, if so where is it applied to?</p> <p><i>It will be reviewed and used for comparison to other proposers.</i></p>
16	<p>This contract requires compliance with the Prevailing Wage Requirements. A review of the current contract labor rates indicates that there are possibly classifications that are not listed on the referenced DIR website. We are aware of a Railroad Trackwork Laborer agreement. Is this contract subject to this agreement? Please provide indicated available documentation referenced in Section 3.1.1 of the RFP.</p> <p><i>Answer will be provided on or before next round of responses due April 19, 2017.</i></p>
17	<p>Several references are made to the "Operating Agreement". Please issue the document.</p> <p><i>Will be provided on the website.</i></p>
18	<p>Section 3.8 of the RFP states, "The following additional information shall be made available as necessary to the selected contractor:</p> <ul style="list-style-type: none"> · Memorandums of Understanding between municipalities and ACTA · Agreements with utility owners · Railroad agreements · As-built drawings of ACTA facilities · Complete track and signal design drawings · ACTA crisis communications plan · Other relevant information" · Please make these documents available prior to bid. <p><i>Will be discussed at pre-proposal meeting.</i></p>
19	<p>Article 1 of the Draft Maintenance agreement indicates "Fully Burdened Labor Rate"... For the first Contract Year, such rates and classifications will be those contained in the Amended Approved Maintenance Plan effective April 15, 2017. Please provide the "Amended Approved Maintenance Plan effective April 15, 2017."</p> <p><i>April 15, 2017 will be replaced with "on or about August 1, 2017". The Amended Approved Maintenance Plan will be negotiated with the selected Contractor.</i></p>

**Responses to Maintenance Services RFP Questions
Received Prior to Close of Business April 5, 2017**

<u>No.</u>	<u>Questions</u>
20	<p>In Appendix F Inspection of Structures; in the first paragraph under FRA Bridge Safety Standards; "The Contractor shall develop a Bridge Management Plan for ACTA pursuant 29CFR237 Bridge Safety Standards for ACTA-maintained rail bridges." Has this already been developed by ACTA's Bridge Engineering firm Moffat & Nichol Engineers and just require updating or has it not been developed and requires a complete new document to be developed?</p> <p><i>A new document must be developed. Previously BNSF standards applied to the Corridor.</i></p>
21	<p>In Appendix F Inspection of Structures; in the first paragraph under FRA Bridge Safety Standards the requirements include "record of the safe loading capacity of each" referring to the bridges. Is this to be undertaken by the Maintenance Contractor or by the ACTA's Bridge Engineering firm Moffat & Nichol Engineers as identified in the second paragraph?</p> <p><i>This will not be undertaken by the Maintenance Contractor.</i></p>
22	<p>Reference "Draft Maintenance Agreement", Section 17.1.1(b)-it is standard to exclude Pollution under the GL as it is covered in the Pollution Liability policy as requested in 17.1.2. Please modify.</p> <p><i>Pollution Liability may be provided through CGL insurance, but is customarily provided as a separate policy. The intent is that the proposer provide both CGL and Pollution Liability coverage as specified in the RFP and that the policy provisions are not in conflict with provisions of other policies.</i></p>
23	<p>Reference "Draft Maintenance Agreement", Section 17.1.1(b)-Federal Employers Liability Act does not apply to the contractor's employees. Please modify the requirement.</p> <p><i>While the specific merits of a FELA incident would come into play, the Federal Employers Liability Act liability cannot be contractually waived, 45 U.S.C. 55, and the Supreme Court holds that "non-railroad" employees are covered by the FELA if they are (1) a borrowed servant of the railroad, (2) a servant acting for two masters simultaneously, or (3) a sub-servant of a company that was in turn a servant of the railroad. Given the relationship to the railroads and nature of many tasks included in the Scope of Work, it is likely that the contractor's employee would be considered to be a railroad employee.</i></p>

**Responses to Maintenance Services RFP Questions
Received Prior to Close of Business April 5, 2017**

<u>No.</u>	<u>Questions</u>
24	<p>Reference “Draft Maintenance Agreement”, Section 17.1.4-Federal Employers Liability Act does not apply to the contractor’s employees. Please modify the requirement.</p> <p>Please see response to Question 23.</p>
25	<p>Reference “Draft Maintenance Agreement”, Section 17.1.5-As Material Changes are not defined, please strike this language.</p> <p>There is no Section 17.1.5. It is presumed that question refers to Section 17.5 and that “Material Changes” refers to “material modifications”. Section 17.5 provisions shall remain unchanged.</p>
26	<p>Reference “Draft Maintenance Agreement”, Section 17.1.6-As it is not common practice to provide copies of our policies, will Evidence of Insurance in the form of a Certificate of Insurance suffice?</p> <p>There is no Section 17.1.6. It is presumed that question refers to Section 17.6. ACTA will require Certificates of Insurance, and copies of insurance policies with appropriate endorsements adding ACTA, the Ports and Railroads as Additional Insureds. Certificates of Insurance offer insufficient protection. The standard Acord language is informational only and clearly waives all coverage rights: “THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.”</p>
27	<p>Reference “Draft Maintenance Agreement”, Section 17.1.18-As it is not common practice to provide copies of our policies, will Evidence of Insurance in the form of a Certificate of Insurance suffice?</p> <p>There is no Section 17.1.18. It is presumed that question refers to Section 17.18. Please see response to Question 26.</p>
28	<p>As the Corridor is to be maintained to Union Pacific Specifications, will the contractor be required to utilize the UP electronic record keeping system?</p> <p>No.</p>

**Responses to Maintenance Services RFP Questions
Received Prior to Close of Business April 5, 2017**

<u>No.</u>	<u>Questions</u>
29	Will the contractor be required to utilize the existing contractor's maintenance personnel? No. However, there may be a transition phase during which both the existing contractor and new contractor may be performing services under their respective agreements.
30	Please provide current track and signal inspection reports for the last 6 months. Copies of these reports will be made available on the website for the current calendar year 2017.
31	Is there a Geometry Car Testing Requirement and how should it be priced? See answer to #2.