

**ALAMEDA CORRIDOR  
MAINTENANCE SERVICES (UPDATED)**

**Request for Proposals dated March 27, 2025**

**Responses to Questions**

**Issued April 17, 2025**

- 1. The RFP states that use of the existing Maintenance Facility is not guaranteed during the contract term and may be substituted. If relocation is required, will ACTA provide an alternative facility, or will the selected contractor be responsible for securing and funding a new location?**

The contractor will not be responsible for securing or funding a new location.

- 2. Since proposals may become public records, is there a process for proposers to designate certain portions of their submissions as confidential or proprietary to help limit exposure to public disclosure or FOIA requests?**

There is not a process for submitting confidential or proprietary information to ACTA. Please do not submit any information or documents you consider to be confidential or proprietary with your proposal.

- 3. The RFP states that material purchases by SBE subcontractors do not count toward the 15% participation goal. Can ACTA clarify whether equipment rentals or labor services provided by an SBE subcontractor are eligible to count toward the SBE participation requirement?**

SBE subcontractor invoices related to MOW services may include labor and equipment but shall not include materials.

- 4. We respectfully request clarification regarding the Commercial General Liability (CGL) insurance requirement described in Section 7, Insurance Requirements, page 40 of the RFP. The specified limit of \$100,000,000 per occurrence is substantially higher than industry norms for Maintenance of Way (MOW) contracts, particularly those that do not involve direct rail operations or passenger services.**

The insurance requirements are accurately described in the RFP and will not change.

- 5. Based on recent public procurement documents from comparable agencies, CGL limits for similar contracts typically fall between \$5 million and \$10 million per occurrence, often achieved through a combination of primary and umbrella policies. For example:**
- **SFRTA (Tri-Rail) requires \$10 million per occurrence for its O&M contract.**
  - **SCRRA/Metrolink specifies an \$8 million per occurrence CGL limit for signal and MOW services.**
  - **Caltrain (PCJPB) mandates \$10 million per occurrence and aggregate for high-risk infrastructure contracts.**
  - **Amtrak typically requires \$5 million per occurrence and aggregate for vendor contracts involving infrastructure access.**
  - **MBTA requires \$1 million per occurrence and \$3 million in general aggregate for O&M contractors, plus \$5 million in umbrella coverage.**

See answer to Question 4

- 6. Considering these market standards, would ACTA consider reducing the required per-occurrence CGL limit to \$10 million, to better align with industry practices and improve the feasibility of insurance procurement for prospective proposers?**

See answer to Question 4

- 7. What specific guidelines should we follow to incorporate equipment, vehicle and overtime costs in our proposal to facilitate a comprehensive comparison?**

We will not evaluate costs for equipment, vehicles or overtime. Complete the cost forms in Appendix P which allow proposers to input fully burdened labor rates only.

**8. Could you provide an example how the prorated scoring will work?**

Proposer A provides the lowest price for a cost category in the amount of \$1 million. Proposer B provides a cost of \$1.4 million for the same category.

The category is worth a maximum of 10 points.

Proposer A gets the maximum points (10) for providing the lowest cost.

The category is worth a prorated number of points for Proposer B:

$$\# \text{ of points} \times (\text{Proposer A price}) / (\text{Proposer B price}) = 10 \text{ points} \times (1/1.4) = 7.1 \text{ points}$$

**9. In light of the change to Section 5.4 SBE Utilization where material purchase by SBEs will not count toward the minimum participation level, will form SBE FORM 02 - SBE Participation Calculation be updated to reflect this change? Specifically, Section D of the form shows SBE participation for Special Material Purchase and should be deleted from the Grand Total for GT1 and GT2.**

ACTA encourages the utilization of any SBE firms under the Maintenance Services Contract including the use of SBE firms that purchase materials. However, our preference is for SBE participation to focus on providing labor (categories A, B and C on SBE Form 02). SBE Form 02 can be used to determine the total SBE participation (including material purchase i.e. category D – Special Material Purchase). The form can be modified to show SBE participation without material purchase. Material purchased by SBE subcontractors will not count toward the minimum participation level.

- 10. Reference SBE FORM 02 - SBE Participation Calculation. As the Maintenance Facility Security cost is included in section C, please confirm that the amounts for Cost Items A and B should be the Sub-Totals from forms AR-I and AR-II. The Grand Totals on AR-I and AR-II include the maintenance yard security, so it would be double-counted if included in A and B on the SBE form.**

SBE Form 02 is to be used to determine the proposed level of SBE participation. We will only evaluate SBE Form 02 to determine if the minimum participation level has been achieved. Costs shown on Form SBE Form 02 in categories A and B must be no greater than the corresponding costs shown on AR-I and AR-II. The totals shown on SBE Form 02 may be less than the corresponding costs shown on AR-I and AR-II if the proposer chooses to provide a fraction of the category costs using SBE participation.

- 11. Please confirm that the Safety Supervisor role on form AR-II does not need to comply with the requirements from Appendix N, provided that the Safety Supervisor provided for the role listed on form AR-I, who is full time, does satisfy Appendix N. Said another way, the second safety supervisor can be a more junior role working under the full time, senior Safety Supervisor.**

We will allow the second safety supervisor to be a less experienced, junior role to the full time, senior Safety Supervisor.

**12. Section 17.15 states self-insurance retentions over \$50k (or \$100k for Pollution) must be declared and approved by ACTA**

- **We don't technically have SIRs, but we do have high deductibles, please confirm if acceptable as follows:**
- **General Liability - \$2,000,000**
- **Auto Liability - \$5,000,000**
- **Workers Compensation - \$5,000,000**
- **Pollution - \$50,000**

Article 17.15 of the Agreement indeed specifies that self-insurance retentions greater than \$50,000 and \$100,000 (for pollution) must be declared and approved. This requirement does **not** apply to deductibles greater than these amounts. Deductibles and self-insured retentions are distinct concepts:

- **Self-insured retentions (SIRs):** The amount the insured must pay out-of-pocket before the insurance company pays for a claim. The insured handles and pays for claims up to the SIR amount.
- **Deductibles:** The amount subtracted from an insurance payout. The insurer handles the claim from the start, and the deductible is deducted from the claim payment.

ACTA does not need to approve deductible amounts.

- 13. Section 17.18 requires contractor to supply copies of their insurance policies to ACTA. This will not be possible as our policies contain confidential information about other clients and contacts that we will not share, and also could result in our insurance policies being accessible via a FOIA request. We can provide COIs to show proof of coverage (but actual copies of the policies will not be possible), please confirm if acceptable?**

ACTA will accept Certificates of Insurance (COIs) as proof of coverage, however, the right to receive full policies upon request will be reserved. If ACTA requests policies to be submitted, confidential information may be redacted.

ACTA will issue an addendum to reflect changes to the draft maintenance agreement found in Appendix A. Section 17.6 will be modified and Section 17.18 will be replaced with new language.

- 14. Would ACTA consider extending the proposal due date by one month beyond the current April 29, 2025 deadline?**

We will extend the deadline, however, we will not extend the proposal due date an entire month. The new deadline for proposal submissions is May 9<sup>th</sup> at 3pm. We will issue an addendum to reflect the extension.