

**Second Request for Information (Operation and Maintenance of the Silver Line Extension)  
Responses to Questions**

	Question	Response
1.	<p>In reference to section V.B.1.d., WMATA specifies planned and running maintenance of the Aerial and Fixed guideway, track and structure and ATC system. However, looking into the details in Appendix A, C3a (aerial Structure/Fixed Guideway Maintenance - Overhaul and Rehab program) it suggests that Life Cycle Maintenance for these structures and tunnels would need to be priced. This can be difficult for an operator to assume, especially in a 5-year renewable contract. Could WMATA please clarify the maintenance regime and scope to be priced, in particular regarding life cycle maintenance (including potential rolling stock overhaul)?</p>	<p>WMATA wants the contractor to maintain the assets in a state of good repair. Therefore, the contractor should propose the maintenance program it would implement if it owned the assets. To the extent that implementing this program involves expenditures that would provide benefits beyond the contract term, the contractor should propose a mechanism to be paid for the portion of the benefits that would beyond the contract period.</p>
2.	<p>Due to the relatively small number of trains to be maintained by the contractor on the SLE, would WMATA consider supplying parts from their existing spares contracts to the contractor to benefit from the economy of scale of such large-scale contracts? Independent supply by the contractor for SLE only may not provide best value for money for WMATA.</p>	<p>The contractor will be receiving a significant fleet of 128 railcars. One of the primary areas in which WMATA is seeking improvement is in inventory management. WMATA wants to significantly reduce the percentage of the fleet that is out of service due to a lack of parts and the resultant spare ratio. Therefore, in general the contractor should plan to manage inventory procurement.</p>
3.	<p>Could WMATA please confirm if the contractor is obligated to use an ATU workforce and if not at what stage of development are the discussions with them?</p>	<p>The contractor is not obligated to use the ATU workforce.</p>
4.	<p>Are there any preexisting agreements between WMATA, MWAA, and Amalgamated Transportation Authority that may have any legal ramifications to the contractor for the operation of the SLE. For example, is there any negotiated contract that would give certain work or particular conditions to a particular craft (electrician, machinist, etc.) based on such previous agreements.</p>	<p>There are no agreements specific to this transaction.</p>
5.	<p>Mobilization period - Could WMATA please confirm or elaborate the role the contractor is expected to play during the preparatory activities for the opening of the SLE phase 2 (testing and commissioning activities, hand-over of equipment and trial runs in particular)? It is our position that the strong involvement of the O&amp;M contractor in these activities is one of the keys to ensuring a successful start to the operation.</p>	<p>As part of contractor's mobilization efforts, WMATA expects the contractor to play an active role in the preparation of SLE Phase 2 for operation. The specific responsibilities will be defined in the RFP.</p>

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6.	As part of the equipment used for the operation of the SLE will be pre-existing or already operated for several years, could WMATA please confirm it will provide access to maintenance information for such equipment and allow for inspection / due diligence from the contractor during the RFP stage?	WMATA will provide access to the available maintenance records and a reasonable opportunity for the contractor to inspect the equipment during the RFP stage.
7.	Section 4 states the primary Interface is with WMATA and mainline operations is under their jurisdiction. Could WMATA please confirm that all personnel who work on, around the mainline service (stations) and maintenance yard will have to qualify or certify on WMATA operating rules and procedures for all craft?	Where required for a safe and efficient interface between the contractor's personnel and WMATA's ROCC and other WMATA personnel, contractor personnel will be required to be certified on WMATA's relevant operating policies and procedures. WMATA intends to consider any suggestions to optimize the required policies and procedures made by the contractor.
8.	We understand that the contractor will have to follow the operating rules as defined and implemented by WMATA for the operation of trains, stations and yard (including maintenance procedures). Could WMATA please confirm the previous statement and elaborate on the split of responsibilities in case of incident / failure resulting from the application of such rules. We strongly believe the contractor can bring a lot of added value to WMATA in optimizing operating rules.	The contractor will have to strictly follow certain constraints, but WMATA wants the contractor to apply its expertise to operate all elements of the service as efficiently as possible. See response to Question 7 regarding compliance with WMATA operating rules and procedures.
9.	Could WMATA please elaborate on the process to be used for the management of the warranty period for SLE equipment?	The contractor will stand in WMATA's place with respect to warranty management. The contractor will be required to certify to WMATA that it has preserved all of WMATA's rights under the warranties.
10.	With respect to SLE phase 1, could WMATA please elaborate on how it plans to handle the existing workforce assigned to the operation of phase 1 with respect to the operational take-over of such phase by the Contractor?	Timing and sequencing with respect to operational take-over will be addressed as part of the RFP. For purposes of RFI-2, contractors should assume that operational take-over of Phase 1 will occur approximately at the same time as for Phase 2.
11.	In an effort to identify areas of potential cost savings to WMATA, and identify areas where WMATA may retain certain components, could you provide the current operating budget for the items included in the RFI? Additionally, this breakout would clarify for the contractors what operating costs are being considered and which functions WMATA may intend to retain.	WMATA will not provide its budget for operation of the SLE. The functions to be retained by WMATA are defined in the RFI-2 document. All other functions, and the cost to perform them, will be borne by the operator.

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12.	<p>Does WMATA already have indicative pricing estimates for this project, if so, could these be shared with respondents? From our review, there appears to be a large number of variables yet to be determined including the delineation of responsibilities between WMATA and the contractor, the impact of the additional rail stations opening in 2020, when and how long mobilization would be, and when the start of the Contractor service would be. To provide a project specific cost structure, feedback from WMATA would be helpful to identify the assumptions being made. If indicating pricing is to remain an anonymous response, and a foundation based on current operating budget or existing consultant, in-house or contractor estimates aren't provided, could you provide additional clarification about this section of the response?</p>	<p>WMATA does not have indicative pricing estimates for operation of the SLE. It is looking to the contractors to provide such estimates through the RFI-2 process. The delineation of responsibilities is indicated in Section V and Appendix A of RFI-2 and the additional assets and equipment to be commissioned in 2020 are included in Appendix A Volumetrics tables in the Phase II columns.</p> <p>The mobilization period should start shortly following contract award and run through commencement of revenue operations at the contractor's discretion. As part of the RFP, the contractors will be provided additional details regarding timing and sequencing and expect the contractor to propose a mobilization plan that will be agreed upon with WMATA as part of the contract. Currently revenue operations for Phase II are planned to begin in the first quarter of 2020.</p> <p>Training that is going to be provided as a function of the Silver Line Extension Project Phase II may start as soon as the contract is awarded and will be available to a small number of attendees as a "train the trainer" arrangement. It will be the contractor's responsibility to take advantage of that training during that period or obtain the appropriate training with any additional cost to be incurred by the contractor.</p>
13.	<p>On March 26, 2018, WMATA held a WebEx overview of RFI-2. If there is a video of the WebEx for respondents to review, would WMATA please advise respondents where to find the video? If there is not a video of the WebEx, would WMATA please make available to the respondents the materials from the WebEx?</p>	<p>The WebEx presentation was not recorded. The content of the call consisted of an introduction by Jon Kuo, WMATA's Chief of Internal Business Operations, followed by a brief discussion of the Second Request for Information document. The discussion did not present any material not contained in the document. WMATA did not take attendance at the meeting, so we cannot provide a roster of attendees. Since attendance was not recorded, whether a respondent chose to attend the WebEx conference clearly will not be considered in the procurement process going forward.</p>

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14.	Labor protection. What is the contractor's obligation, if any, to employ existing WMATA employees working on the SLE? To the extent that current employees are impacted by privatizing the Silver Line, will the contractor bear responsibility for Federal Labor Protection (13c) liabilities that may arise?	The contractor has no obligation to employ existing WMATA employees, nor would it be responsible for any 13c liabilities.
15.	One of the "working assumptions" advanced within RFI-2 is that the contract term will incentivize contractor investment and reward long-term performance. RFI-2 goes on to state that WMATA anticipates a five-year based period followed by successive five-year options. We feel that given the requirements of the scope, including but not limited to the procurement of inventory and a comprehensive overhaul/rehab program for systems, facilities and vehicles that a five-year base term is inconsistent with the desire to incentivize contractor investment and reward long-term performance. Will WMATA consider longer contract terms, for example a base contract of 10 to 20 years?	Under WMATA's current charter it cannot enter into a contract for a period greater than 5 years.  See response to Question 1.
16.	Please clarify the Contractor's responsibility to dispatch trains on the SLE. Page 4 of the RFI-2 states that "train control (ROCC) of the main line track" is an excluded function. However, page 3 of Appendix A states that dispatch of the line revenue service is a contractor obligation. Could WMATA provide a definition of the main line track as it applies in this case?	The table in RFI-2 Appendix A, Section B.3.a describes the Train Operations sub-functions involved in operating the SLE. WMATA will retain certain of these functions, including dispatching the main line. The contractor is responsible for operating trains and WMATA is responsible for defining the schedule and controlling the day to day operation of the main line, which includes all track except the Dulles Yard, through the ROCC. The contractor will control train movement within Dulles Yard.
17.	Could you please list all equipment that has to be maintained and which is not assigned to the SLE?	For your response to RFI-2, assume the specific equipment identified in Appendix A (e.g., Section D.2). As stated it is currently assumed that the trains will be for a single car series. The roster of equipment to be assigned to the SLE will be included in the RFP.
18.	Will this maintenance work (referred to in question 17) and the material be paid extra or is included in the overall contractual costs for the SLE?	Labor and materials for maintenance of way and equipment is to be included in the contractual costs.
19.	Could you please detail your understanding of what will occur during the 2-year mobilization period, especially in contrast to the performance periods?	Mobilization will include contractor onboarding and training of staff, interface procedure creation and rehearsal, and any other activities required to prepare for revenue operations. The time period is up to 2 years and likely shorter as revenue operations are targeted 1Q 2020.

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20.	Do we understand correctly that the 2-year mobilization and the 5-year based performance period will be contracted together as a first step so that we can calculate with at least 7 years of operation? Then followed by a basically unlimited number of renewal periods of 5 years each.	That is correct.
21.	Could we please get more details about the Rail Customer Injuries and the Employee Injuries (e.g. kind of injury, causes, severity levels)?	WMATA does not believe that this level of detail is required at this time.
22.	May we receive the safety management plan of WMATA in order to understand more about the safety issues?	The plan will be provided at a later date.
23.	Will the operator be liable to maintain rolling stock operating outside of the Silver Line in the Dulles depot?	For operational reasons, some SLE railcars will be maintained at WMATA yards, and from time to time cars not assigned to the SLE will end the day at Dulles Yard. In the latter case, the contractor will be expected to clean and inspect the cars and to perform any maintenance required to make them serviceable on the following day. Contractors are encouraged, based on their experience, to propose an equitable method to compensate each party for work it performs on cars assigned to the other party.
24.	What does State of Good Repair mean in this context?	A comprehensive discussion of WMATA's assets and capital needs is contained presented in WMATA's <u>10-Year Capital Needs Inventory and Prioritization</u> ( <a href="https://www.wmata.com/initiatives/plans/upload/CNI-full-report-and-appendices.pdf">https://www.wmata.com/initiatives/plans/upload/CNI-full-report-and-appendices.pdf</a> ). At page 7-56, the report's glossary defines State of Good Repair uses the FTA/MAP-21 Final Rule), which defines SGR as "The condition in which an asset is able to operate at a full level of performance." It provides further objective standards for defining "full level of performance."
25.	Could you please share with us the webinar presentation as well as the list of participants?	See response to Question 13.
26.	In contrast to RFI-1 it would appear that WMATA is seeking responses only from those capable of responding to both the operations and maintenance portions. Could you please provide some clarification on the expectations to submit only operations or maintenance information?	No decision has been made. WMATA wants the best solution for the first seven-year period and beyond. Given that, WMATA will consider all responsible and responsive proposals. Of course, the effort and cost needed to administer the contract will play a role in WMATA's evaluation of which proposal best fits its needs. WMATA directs your attention to FAR Part 9.602.

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27.	Would WMATA please explain and clarify what is the responsibility and duty of the successful contractor to bargain with any or all of the existing labor unions?	The contractor will have no obligation to bargain with any union other than that provided by law.
28.	Would WMATA please explain and identify any and all 13c requirements the successful contractor will need to be aware of?	See response to Question 14.
29.	On page 2, section III. Background states that "...the six stations that are included in Phase II of the SLE will be open in 2020." Additionally, page 5, section VI. Proposed Contract Term of the Second Request for Information, states that "...the first component of the contract would be for a term of approximately 2 years, during which time the Contractor would mobilize and be prepared to assume operation of the SLE. The second component would be for a base performance period of 5 years with options for renewal periods of similar duration." Would the WMATA please provide the date in which the successful contractor would be brought onto the project?	The Contractor will be able to start the mobilization period any time after contract award up to revenue operations at the contractor's discretion as agreed with WMATA. Currently revenue operations for Phase II are planned to begin in the first quarter of 2020.
30.	Would the WMATA please confirm our understanding that energy supply and energy consumption costs will remain outside the Contractor's scope and be assumed by the Washington Metropolitan Area Transit Authority?	At this stage, the energy supply and energy consumption costs are in scope and the responsibility of the contractor.