



PROPOSAL EVALUATION CRITERIA & PROCESS

All Proposals will be evaluated by the Authority on the basis of the best value to the Authority. All Proposals will be evaluated by one or more Evaluation & Selection Committee(s) and Technical Committee(s).

In reviewing and evaluating the responses to this Request For Proposals, the Authority will consider the following evaluation criteria factors in descending order of importance. The fourth and fifth criteria are of equal importance. [Insert Authority's scoring mechanism here.]

Technical Proposal

1. Schedule
2. History of Past Performance
3. U.S. Employment Plan & Forms
4. Managerial Approach

Subsequent to the evaluation above, the Authority will evaluate price including Options and compare differences in the combination of criteria, as listed and stated above, with differences in price to determine the best value to the Authority. The Authority is more concerned with obtaining superior Rail Car features and performance than with making an award at the lowest overall cost. The price is not expected to be the controlling factor in the selection of a Proposer for this RFP. However, the degree of importance of price as a factor could become greater depending upon the equality of the Proposals for the other listed criteria evaluated. For example, if Proposals are determined to be substantially equal, price may become the deciding factor.

Duplicate proposals for a section or sub-section technical solution and/or alternatives will not be evaluated.

The Authority retains the right to require additional information, including revised pricing information, and to request certified cost or pricing data from any Proposer, and to determine the veracity of the information in the proposal. A Proposal found to be based on inaccurate or misrepresented information may be dismissed from further consideration.

Proposers in the competitive range, in contention for negotiations or award of the contract, may be required to make oral presentations. Failure of a Proposer to report for an oral presentation will be cause for dismissal of the Proposer from further consideration.

After determining which Proposers are in the competitive range, the Authority may conduct discussions and/or negotiations with the Proposers to discuss any deficiencies in their Proposals and to ensure that the Proposers fully understand all the requirements of this RFP, and have, or can obtain the required the design, engineering, manufacturing and delivery of the Base Options after which a Best and Final Offer (BAFO) may be requested.

Proposers in the competitive range/negotiations will be afforded the opportunity to modify sections of their proposals which the Authority determines could be modified to achieve the best value. In such cases, each Proposer may change areas of concern in its BAFO that were raised in negotiations, including replacing an identified Subcontractor with another Pre-Accepted Subcontractor.

The Authority will make its final determination regarding the XYZ Elements, prior to issuing a request for BAFO. Based upon the Authority's final selection of the Alternative Esthetic Designs A and B, and Technical Specifications Alternative Approaches 1 - 5, the BAFO will reflect the Proposer's final Qualifications, Technical and Price Proposals to the Authority based on the clarifications, discussions and/or negotiations.

It is expected that this Contract will be awarded upon a determination that there is adequate price competition.

BASIS OF AWARD

Award will be made to that responsible Proposer whose Proposal provides the best overall value to the Authority. This section describes the selection process for a potential award. The approach and procedures are those that are applicable to a competitive negotiation.

1. Award

- a. Any selection of a Proposal from a responsible Proposer shall be made by consideration of the Proposal Evaluation Criteria & Process, as contained in Section _____, of the Instructions to Proposers. The requirements for determining responsible Proposers are contained in Section _____, of the Instructions to Proposers, all of which must be met by a Proposer to be found responsible. Final determination of a Proposer's Proposal will be made based upon all information received during the evaluation process and as a condition for award.
- b. The Authority reserves the right to make an award to **one** responsible Proposer whose offer best conforms to the requirements of this solicitation and is deemed to provide the best value to the Authority without providing any Proposers an opportunity for oral presentations or negotiations. Proposals should, therefore be submitted initially with the most favored terms.
- c. The Authority is more concerned with obtaining excellent technical features and reliable equipment than with making the award at the lowest overall price to the Authority. The Authority will, however, not make an award that is significantly higher in price, relative to the other Proposals received, only to achieve slightly superior technical features.

- d. Price will be considered based on the Total Base Price Proposal to the Authority, option prices, and alternative approach prices, as specified in Price Proposal, Section _____.
- e. Discussions and/or negotiations may be carried out with Proposers found to be within the competitive range, after which Best and Final Offers (BAFO) may be requested.
- f. The exercise of any or all Options(s), Price Proposal Section _____, Part _____ shall be at the sole discretion of the Authority and is subject to funding availability and will be subject to acceptable delivery schedules.

Instructions to Proposers Exhibit __ - U.S. Employment Plan and Forms

This Exhibit provides instructions for submitting a U.S. Employment Plan, which addresses the U.S. employment that Proposer expects to create in association with this requisition.

The purpose of the U.S. Employment Plan is to capture relevant information about the number, description of and access to U.S. jobs created by the Proposer. This exhibit explains how Proposers are to submit the U.S. Employment Plan and Workbook setting forth their specific commitments for creating employment opportunities in the United States in connection with the production, delivery, acceptance, testing, and warranty coverage requirements for this Request for Proposal (RFP) _____ for the Contract Base Order and Option quantities, to the best of the Proposers' ability, at the time of Proposal Due Date.

The FTA's Buy America and Transit Vehicle Manufacture (TVM) requirements apply to this requisition as set forth in _____. This U.S. Employment Plan is in addition to the Buy America and TVM requirements and does not in any way revise or reduce the FTA's Buy America and TVM requirements.

The U.S. Employment Plan must address the following:

1. Demonstrate the Proposer's understanding of employment and job market: conditions in the U.S., including an understanding of and plans for coordinating with applicable publicly and privately funded workforce development groups in the hiring of U.S. Workers, including training programs. Provide the estimated dollar commitment to be made for such workforce development and training programs in the U.S.
2. Disadvantaged Worker: Provide a commitment to hire new Disadvantaged Workers that equals to a minimum of 10% of the total of new wages and benefits for all U.S. Workers. A Disadvantaged Worker is defined as: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement in the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; or (8) being a veteran of the Iraq/Afghanistan war.
3. Compensation: Proposers shall submit the U.S. Employment Plan Workbook

provided in this exhibit and can be found online at:

<http://jobstomoveamerica.org/resources/u-s-employment-plan-resources-2/>.

The U.S. Employment Plan Workbook should provide the number of FTE jobs proposed to be created under the U.S. Employment Plan, the direct dollar value of those jobs, the fringe benefit costs for those jobs, and the commitment the Proposer will make to achieve that level of job creation in the United States. Only work performed specifically by U.S. workers for the _____ Contract shall be used to measure and evaluate wages and benefits. U.S. workers that also work on other projects may be expressed as a percentage of one FTE. (For example, if a worker will allocate 50% of his or her work hours to the _____ order and 50% to another vehicle order, the Proposer may count that worker as ½ FTE for purposes of its U.S. Employment Plan. Each Proposer shall define the direct hours to be expended and FTE's to work on the order using forms provided by the Authority.

The Proposer shall use the provided U.S. Employment Plan Workbook and specify the number of New Hire and Incumbent Worker job hours proposed to be created in the U.S., job category/occupation, duration, location and the direct dollar value to the Contract. Only work performed specifically under the Contract for this Project shall be used to measure Hires. Each Proposer shall define the direct hours on this Project to be expended and Hires using the U.S. Employment Plan Workbook. The Workbook must be accompanied by certification, executed by a corporate officer of the Proposer and of Subcontractors/Suppliers (as applicable), that certifies the firm has a Cost Accounting System (CAS) that can segregate employee labor by Project, and that the information provided in the U.S. Employment Plan is true and correct.

4. Proposers and Subcontractors/Suppliers: Subcontractors shall file separate Labor Value forms found in the U.S. Employment Plan Workbook. Proposers are to describe their approach to encourage subcontractor and supplier participation. Proposers and any Subcontractors/Suppliers who participate in the U.S. Employment Plan must certify that they have an internal Cost Accounting System that provides for the segregation of direct work hours and costs for this contract that can be utilized by Authority to verify the information provided in the U.S. Employment Plan and Forms. Certification forms are provided in this exhibit.
5. U.S. Production Sites: Identify the locations of assembly and manufacture of the vehicles, including any evidence of the Proposer's commitment to these locations such as a letter of intent, lease, purchase agreement or existing ownership of this site, if available. Describe any plans to build a new facility in the U.S. or invest in upgrades, repairs and renovations to an existing facility in the U.S. Include in this description a detailed explanation of the work that will be performed at this U.S. facility and the value of the Proposer's U.S. Facility. The U.S. Employment Plan shall also identify any other sites in the U.S. owned or controlled by the Proposer where Proposer anticipates that a significant increase in activities and employment would

occur as a result of this requisition. Include in this description a detailed explanation of the specific component parts or design and engineering work that will be done in this Domestic Facility and specify the exact proposed location of this U.S. Facility. Also describe the extent to which Final Assembly will also be conducted at the same Facility.

6. Description of Jobs Created and/or Retained: Describe the number, quality and range of U.S. employment opportunities for both skilled and unskilled workers proposed to be created for the Project, minimum requirements for the positions, and include the extent to which the plan is likely to produce long-term employment in skilled or trade labor for Disadvantaged Workers. This should include a description of the opportunities for ongoing promotion, if any, for New Hires and Incumbent Workers in entry level and/or semiskilled positions.
7. Workforce Training Plans: Provide the Proposer's dollar commitment to be made for workforce development, apprenticeship, and training programs.

Describe Workforce Training designed to create permanent, transferable skills for all Hires on the Project by job category. Include in this description any plans to take advantage of publicly funded workforce development or union apprenticeship programs for the relevant job categories. Proposers are to provide details and plans for coordinating with existing programs for workforce development, apprenticeship and training. List applicable transferrable credentialing opportunities that will be provided to any or all Hires on the Project and plans for coordinating with workforce development, apprenticeship and training programs to deliver that training, if any.

Proposers should describe the percentage of jobs by each job category or type that they expect will be filled at the journeyman, apprentice/trainee, untrained entry level, any other skill level, the specialized skills or certifications for each job type, plans to develop skills of new hires necessary to meet the basic qualifications of the jobs, and the extent to which such skills would be transferrable to other manufacturing positions after the end of production of the railcars.

8. Outreach and Recruitment Plans for New Hires: Describe outreach and recruitment plans for the U.S. Employment Plan, including strategies and plans for the recruitment of new hires including Disadvantaged Workers as defined above. Describe any special outreach for entry level positions that will include training in contemporary manufacturing skills. Describe role and coordination of workforce development and community groups in the Proposer's outreach and recruitment of a diverse workforce.
9. Plan Administrator: Provide a description of the duties to be assigned to an employee of the Proposer for the administration of the U.S. Employment Plan (the

"Plan Administrator"). No later than Contract Notice-to-Proceed, provide the name of the Plan Administrator and contact information: name, title/position, company, address, city, state, zip, telephone number and email address.

10. Evaluation of the U.S. Employment Plan: Failure to provide the U.S. Employment Plan Workbook will not preclude Proposers from participating in the procurement. However, the U.S. Employment Plan is part of the evaluation criteria utilized in the evaluation process. Proposals submitted with or without the US. Employment Plan and Forms will be evaluated in accordance with the Instructions to Proposers, Section __ - Proposal Evaluation Criteria & Process.

REQUIRED CONTRACT PROVISIONS

Notice is hereby given that If a Contract is awarded, the following terms shall be incorporated into the Contract for the Project.

If a Proposer is awarded a Contract, then the Proposer's U.S. Employment Plan, including the responses to the U.S. Employment Plan Application Forms, Workbook, and other forms and attachments, shall be incorporated in their entirety into the Contract and shall become U.S. Employment Plan Commitments. A Proposer's U.S. Employment Plan Commitments shall become terms of the Contract, enforceable by Authority on a similar basis as other Contract terms, which are described herein.

OBLIGATIONS OF CONTRACTOR AFTER AWARD

The Contractor shall implement the U.S. Employment Program ("Employment Program") as approved by Authority and set forth in the Instructions to Proposers, Exhibit _____ - U.S. Employment Plan Workbook and Forms. The Employment Program implemented during the performance of the Contract shall be consistent with the U.S. Employment Plan submitted by the Contractor in response to Requisition _____ - RFP and shall contain at least the same level of effort in terms of overall Contractor financial commitment, hours of work, expenditures for training activities, creation of Full Time Equivalent (FTE) employment positions, and related substantive commitments.

1. Full Time Equivalent (FTE) Positions

The U.S. FTE Positions included under the Contractor's U.S. Employment Plan shall:

- a. Include only Contractor and Subcontractor/Supplier U.S. Resident employees who provide work hours directly allocable to the _____ program in the United States. U.S. Employees that also work on other projects may only be counted to the extent they perform work allocable to the _____ Contract. A U.S. Employee may be expressed as a percentage of one FTE.
- b. Not include 1) employees who will not be working on the project; 2) employees hired by the Contractor or Subcontractor to work on other projects to fill in or replace current employees reassigned to _____, hours and costs that cannot be

segregated and audited pursuant to internal Cost Accounting Systems of the Contractor or Subcontractors; 3) Work conducted outside of the U.S.; 4) Work performed by Non-U.S. Residents.

2. Reports

The Contract will require Contractor to submit regular quarterly reports regarding compliance with U.S. Employment Plan Commitments by Contractor and any Subcontractors on forms to be provided by Authority. Authority shall have the right to access additional information necessary to determine Contractor and Subcontractor compliance with U.S. Employment Plan commitments, including inspection of records and site visits where necessary. Actionable Failure with regard to report submission or provision of additional information necessary to determine compliance shall cause a suspension in Milestone Payments until such time as the required information is received by the Authority.

The quarterly report shall summarize the major actions taken during the prior quarter during implementation of the U.S. Employment Plan, and shall:

- a. Specify the total number of U.S. employee Full Time Equivalent (FTE) work performed in that quarter by type (trade or craft), duration, and location, and disadvantaged worker status, and the annual value of those jobs (expressed in direct _____ hours expended and people hired).
- b. Provide information for each new person hired during that quarter, including the full name for that individual; hiring date; job class or craft; weekly or monthly salary or hourly wage; and whether the new hire has any previous employment with Contractor, subcontractors or any affiliated entities;
- c. Describe the workforce development, apprenticeship and training programs carried out during that quarter, the number of persons trained and type of training they received and the amount expended by the Contractor for such programs. Describe the quarterly outreach and recruitment coordinated through workforce development and community groups that led to new U.S. hires.
- d. If any such report indicates that the Contractor has failed to achieve the FTE commitment and total U.S. Employment Plan employee wages and benefits, Disadvantaged Worker wages and benefits, or Facility Investments set forth in its U.S. Employment Plan for the time period involved, the report shall include a corrective action plan designed to achieve the U.S. Employment Plan commitments, including a time frame within which such corrective actions will be achieved.

NON-COMPLIANCE

The Contractor shall implement the Employment Program as approved by Authority. Failure of the Contractor to comply with any material commitment in its Employment Program, reporting or other requirement of this Exhibit will be a breach of the Contract. If a CAP has

not been provided to and approved by the Authority, the Authority will notify the Contractor in writing and will provide the Contractor with thirty (30) days to correct such non-compliance. If such non-compliance is not corrected to the satisfaction of Authority within such 30-day period (or longer as the Authority may in its discretion allow), the Authority may exercise any or all remedies available under the contract for Contractor's failure to perform.

In addition, liquidated damages will apply in the event of failure to achieve the Employment Program jobs commitment. These damages will not apply as a penalty, but as pre-determined damages for failure to comply with the Contractor's Employment Program as approved by Authority.

Liquidated damages may be assessed commencing with the second full quarterly reporting period following the commencement of production of the Base Order (excluding Prototype Cars). Liquidated damages will be based on the dollar value of the Employment Program for the quarterly reporting period. Liquidated damages may be assessed at seven percent of the value of the Contractor's commitment that is not achieved.

1. Audit Requirements

In addition to the routine and standard audit requirements included in the Contract, the Contractor and its Subcontractors and Suppliers shall be subject to audit at any reasonable time following advance notice for validation of adherence to the Employment Program, including verification of work hours allocated to the _____ Contract.

2. Relation to Milestone Payments

Authority reserves the right to review and audit the Contractor's records, books and financial ledgers, and cost accounting system at any time during the Contract term for purposes of determining the Contractor's compliance with the U.S. Employment Plan. In the event Authority determines that there has been a material failure of the Contractor or its Subcontractors/Suppliers to comply with any requirement of its U.S. Employment Plan, Authority shall notify the Contractor in writing and shall provide the Contractor with (30) days to correct such non-compliance. If such non-compliance is not corrected to the satisfaction of Authority within such 30-day period (or such longer period as the Authority may in its discretion allow), Authority may withhold a portion of the next Milestone Payment due to the Contractor under Section _____, in an amount that Authority determines to be reasonable and appropriate based on the nature and extent of the Contractor's non-compliance. Any amounts withheld by the Authority under this subsection shall be repaid to the Contractor as part of the next Milestone Payment due, when the contractor demonstrates to the satisfaction of the Authority that it has corrected the non-compliance. **Any withholding under this subsection shall not affect the right of the Authority to exercise other remedies available under the Contract for**

the Contractor's non-compliance with its U.S. Employment Plan, including the right to terminate for default in the event of repeated instances of such non-compliance.

**U.S. EMPLOYMENT PLAN
PROPOSER CERTIFICATION**

I _____ [name of corporate office] certify, under penalty of perjury under the laws of the State of _____, that the information provided in the U.S. Employment Plan submitted by _____ [name of Proposer] is true and correct to my knowledge, and [fill out the following line only if Proposer is electing to utilize the Price Adjustment and submitting the U.S. Employment Plan Workbook] that _____ [name of Proposer] has an internal Cost Accounting System that provides for the segregation of work hours and costs that can be utilized to verify the information provided in the U.S. Employment Plan.

Executed on _____, _____ at _____
Date Year Location

Typewritten or Printed Name Signature of Corporate Officer Title

END OF PROPOSER CERTIFICATION

**U.S. EMPLOYMENT PLAN
SUBCONTRACTOR CERTIFICATION**

I _____ [name of corporate office] certify, under penalty of perjury under the laws of the State of _____, that the information regarding _____ [name of Subcontractor] provided in the U.S. Employment Plan submitted by _____ [name of Proposer] is true and correct to my knowledge [fill out the following line only if Proposer is electing to utilize the Price Adjustment], and that _____ [name of Subcontractor] has an internal Cost Accounting System that provides for the segregation of work hours and costs that can be utilized to verify the information provided in the U.S. Employment Plan.

Executed on _____, _____ at _____
Date Year Location

Typewritten or Printed Name Signature of Corporate Officer Title

END OF SUBCONTRACTOR CERTIFICATION

DEFINITIONS

As used in this RFP, the following capitalized terms will have the following meanings. All definitions include both the singular and plural form.

ACTIONABLE FAILURE means, with regard to U.S. Employment Plan Commitments and related reporting requirements:

- a. The material failure to comply with or satisfy U.S. Employment Plan Commitments, except where U.S. Employment Plan Commitments are explicitly amended in writing by Contractor and Authority, after public notice and comment period regarding such proposed amendment. Public notice and comment period regarding such amendments shall include, at a minimum, placement on Authority's website and a 30 day public comment period; or,
- b. The failure to submit any required reports or requested compliance information relating to U.S. Employment Plan Commitments within 15 days after the due date specified in the Contract or requested in writing by the Authority.

Minor irregularities, informalities or apparent clerical mistakes in any report or minor deficiencies in the compliance with U.S. Employment Plan Commitments shall not be considered Actionable Failures.

AUTHORITY means the transit or other government institution responsible for issuing this RFP.

AMENDMENT means any addenda or requirement added to or deleted from the RFP after the initial date of issuance.

BAFO means best and final offer, which is an updated version of the Proposal submitted by a Proposer in the Competitive Range towards the end of the Evaluation Period. If requested by the Authority, the best and final offer will be the basis for the award of the Contract by the Committee. Every effort will be made by Authority to ensure that only one BAFO is requested of Proposers with Proposals in the Competitive Range for this Project.

BEST VALUE refers to the Proposal that contains the combination of Evaluation Criteria offering the best overall value to the Authority, as described herein.

BUY AMERICA means the requirements for minimum domestic content for all Rolling Stock purchases, set forth in 49 U.S.C. § 5323(j); 49 C.F.R. Part 661 and any amendments thereto, and any implementing guidance issued by the FTA or any other Authority of the DOT.

COMMITTEE means the selection committee established by the Authority for the evaluation of Proposals submitted pursuant to this RFP. This Committee will be composed of Authority staff, as well as other participants that Authority may deem appropriate.

COMPETITIVE RANGE refers to the set of Proposals that the Authority determines: (i) are Responsive; (ii) are submitted by a Proposer that the Authority has deemed Responsible; (iii) meet the functional requirements of the Technical Specifications; (iv) for which the Proposer is prepared to implement all aspects of the U.S. Employment Plan; and (v) offers pricing that is generally competitive with other Proposals received.

COMPREHENSIVE WORKFORCE DEVELOPMENT PROGRAM means a program created by the Proposer to recruit New Hires and to provide Workforce Training to its workforce responsible for all aspects of design and production of Vehicles pursuant to the Proposal and Contract.

CONTRACT OR CONTRACT DOCUMENTS means the agreement and all attachments and exhibits related to the purchase by Authority of the Vehicles, as awarded pursuant to the procedures and requirements set forth in this RFP and other Authority contract award guidelines.

CONTRACTOR means a party to an executed Contract with the Authority.

COST ACCOUNTING SYSTEM means an internal software accounting system that allows Proposers and Contractors to segregate direct hours and costs to allow for the Authority to verify and validate allocable jobs created and hours expended on direct work under the Contract.

DBE means a Disadvantaged Business Enterprise as certified by the federal government, pursuant to 49 CFR, Part 26.

DISADVANTAGED WORKER means an individual who faces at least one of the following eight (8) barriers to employment:

1. Being homeless,
2. Being a single custodial parent,
3. Being a recipient of public assistance ;
4. Lacking a GED or high school diploma ;B
5. Having a criminal record or other involvement in the criminal justice system;
6. Suffering from chronic unemployment;
7. Being emancipated from the foster care system; or
8. Being a veteran of the Iraq/Afghanistan war.

DOMESTIC PRODUCTION means the design, Manufacture and Final Assembly of Vehicles within the 50 states or territories of United States of America.

EQUAL EMPLOYMENT OPPORTUNITY LAWS AND REGULATIONS means the federal laws and regulations prohibiting discrimination based on race, color, religion, national origin, disability, age or sex. See <http://www.eeoc.gov/policy/ada.html>.

EVALUATION means the review and scoring of a Proposal based on the Evaluation Criteria.

EVALUATION CRITERIA means the criteria for scoring and evaluating the Proposals set forth in this RFP and in any Amendments.

EVALUATION PERIOD means the time period that begins with the formal submission of Proposals and ends with the issuance of a Notice of Intent to Award.

FINAL ASSEMBLY means –in the case of the production of a new, remanufactured, or overhauled rail car –the Installation and interconnection of car bodies or shells, propulsion control equipment, propulsion cooling equipment, brake equipment, energy sources for auxiliaries and controls, heating and air conditioning, communications equipment, pneumatic and electrical systems, door systems, passenger seats, passenger interiors, destination signs, wheelchair lifts, motors, wheels, axles, and gear units, suspensions, frames, and chassis; the inspection and verification of all installation and interconnection work; and the in-plant testing of the stationary product to verify all functions.

In the case of a new, remanufactured, or overhauled bus or van, Final Assembly means the installation and interconnection of car bodies or shells, the engine and transmission (drive train), axles, chassis, and wheels, including the cooling and braking systems; the installation and interconnection of the heating and air conditioning equipment; the installation of pneumatic and electrical systems, door systems, passenger seats, passenger grab rails, destination signs, wheelchair lifts; and road testing, final inspection, repairs and preparation of the vehicles for delivery.

FTE means full-time equivalent employee, which is the mathematical equivalent of one full-time employee based on 2080 hours worked per year.

FRA means the United States Federal Railroad Administration.

FTA means the United States Federal Transit Administration.

HIRES means the natural persons to be employed by Contractor and all Subcontractors to produce the Vehicles. Hires may not include: 1) current employees who will not be working on the Project; 2) former, furloughed, and/or laid off employees who are separated from employment with a Contractor or Subcontractor on or after the date of Authority's Notice of Intent to Award unless they are rehired to work on the Project; 3) employees hired by a Contractor or Subcontractor to work on other Projects to fill in or replace current employees

reassigned to this Project, 4) hours and costs that cannot be segregated and audited pursuant to internal Cost Accounting Systems of the Contractor or Subcontractors.

HUD means the United States Department of Housing and Urban Development.

INCUMBENT WORKERS means Proposers' current employees who will be employed solely to perform work in furtherance of the Contract.

INDEPENDENT COST ESTIMATE is a tool to assist in determining the reasonableness or unreasonableness of a Proposal being evaluated and is required for all procurements receiving federal funding regardless of dollar amount. FTA Circular 4220.1F, Ch. VI, Para. 6, advises grantees to "perform a cost or price analysis in connection with every procurement action, including contract modifications . . . The starting point for these cost/price analyses is an independent cost estimate which is made before receiving bids or proposals." The Best Practices Procurement Manual (BPPM), Section 5.2 - Cost and Price Analysis, suggests that the independent estimate can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of items like drawings, specifications and prior procurement data.

LEASE means a written agreement that entitles Proposer to Manufacture or do Final Assembly of the Vehicles on real property located in the United States.

LETTER OF INTENT FOR FACILITY means a letter written and sent by Proposer to owner or holder of an interest in a piece of real property in the United States establishing the intent to Manufacture and/or do Final Assembly of the Vehicles on that property if awarded the Contract.

MANUFACTURING OR MANUFACTURE means all activities relating to the engineering and design and production of the component parts of the Vehicles in the United States except for the Final Assembly of the Vehicles.

MILESTONE PAYMENT means a mandated payment by the Authority to the Contractor at a certain stage of performance of the Contract.-

NEW DISADVANTAGED WORKERS means New Hires who qualify as Disadvantaged Workers whose first day of employment will be on or after the date the Contract begins, and who will be employed solely to perform work in furtherance of the Contract.

NEW HIRES means new employees whose first day of employment will be on or after the date the Contract begins, and who will be employed solely to perform work in furtherance of the Contract.

NOTICE OF INTENT TO AWARD means a written notice by Authority of a Committee decision to award a Contract to a particular Proposer.

NON-RESPONSIVE describes a Proposal that is not Responsive, under standards and evaluation procedures described herein.

PROJECT means performance of the Contract.

PROPOSAL means a submission to the Authority in response to and as described in this RFP, required in order to be eligible for award of a Contract. A Proposal includes a Price Proposal, a Technical Proposal, and other elements described herein.

PROPOSER means an entity that submits a Proposal and that would serve as the Contractor if awarded the Contract.

PURCHASE AGREEMENT means a written and executed agreement for the purchase of real property in the United States by Proposer or Contractor for Manufacture and/or Final Assembly of the Vehicles.

RECRUITMENT means the process of finding candidates, reviewing applicant credentials, screening potential employees, and selecting employees for an organization. The most common and effective Recruitment strategies include:

- Obtaining referrals from current employees, especially those employees who are Disadvantaged Workers.
- Participating in online social networking at sites such as LinkedIn, Twitter, and Facebook.
- Tapping into the online and off-line social networks of current employees.
- Offering an effective, informational corporate recruiting website.
- Participating in in-person networking at community and professional events, especially those focused on providing support for Disadvantaged Workers.
- Attending and exhibiting at job and career fairs at colleges and universities and community and organization-sponsored events, especially those that focus on Recruitment of Disadvantaged Workers.
- Posting job openings on job boards.
- Advertising job openings in newspapers and their associated websites, especially those that focus on Recruitment and training of Disadvantaged Workers.
- Sponsoring scholarships, activities, class projects and events at local colleges and universities.
- Contracting for the services of a Recruitment firm or headhunter.
- Searching and using other employer-employee matching methods at a variety of job boards.

RFP means this Request for Proposals.

RESPONSIBLE describes a Proposer that the Authority has determined possesses the apparent ability to meet and successfully complete the requirements of the Contract, using standards and procedures set forth herein.

RESPONSIVE describes a Proposal that the Authority has determined materially responds to or satisfies all mandatory Submittal Requirements, that meets or exceeds minimum Technical Specifications and other requirements of this RFP, and that has an Evaluation Price within reasonable range of the Independent Cost Estimate, as described herein.

ROLLING STOCK means transportation equipment utilizing railways or paved roads, including automotive vehicles, buses, locomotives, and railroad cars.

SUBMITTAL REQUIREMENTS means all RFP response components and information required by this RFP, including direct and complete responses to prompts 1 – 10 in the U.S. Employment Plan Application Form.

SUBCONTRACTOR means any entity entering into a Contract to assist in performance of the Contract, including Suppliers.

SUPPLIER means any Subcontractor producing or supplying Vehicle component parts as part of performance of the Contract.

SURVEY OF EMPLOYER PROVIDED TRAINING – EMPLOYEE PROGRAM means the Program managed by the Bureau of Labor Statistics of the United States Department of Labor that provides detailed information on training by major industry division and by size of establishment from surveys conducted in 1993 and 1995.

TECHNICAL PROPOSAL means a Proposer's submission in response to this RFP on matters described herein, including the Technical Specifications, past performance, experience, and other matters.

TECHNICAL SPECIFICATIONS means the specifications for type and desired functionality of the Vehicles that Authority wishes to purchase through the RFP, as set forth herein.

U.S. EMPLOYMENT PLAN means a written description of the number and quality of U.S. jobs to be created under a Proposal pursuant to a prospective Contract award. A U.S. Employment Plan shall contain the elements and forms set forth herein as requested in the U.S. Employment Plan Application Form. For those Proposals that utilize the optional Price Adjustment, the U.S. Employment Plan must also contain the information and supporting documentation requested in the U.S. Employment Plan Workbook, which will determine the amount of Price Adjustment and the resulting Evaluation Price.

U.S. EMPLOYMENT PLAN APPLICATION FORM means the form requesting detailed narrative information about a Proposer's U.S. Employment Plan, attached to this RFP. To be considered Responsive, a Proposal must include the direct and material responses to prompts 1 – 10 in the U. S. Employment Plan Application Form. The information provided in response to prompts 1 – 10 in the U.S. Employment Plan Application Form will be scored .

U.S. EMPLOYMENT PLAN COMMITMENTS means a Proposer's commitments, assertions, and statements of intention made in the U.S. Employment Plan or elsewhere in the Proposal, the BAFO, or the Contract, relating to the creation of programs, provision of Workforce Training, establishment or improvement of Domestic Facilities, expenditures, wages, number of Hires, the hiring of New Disadvantaged Hires, other aspects of the Proposer's U.S. Employment Plan, and any other information provided by Proposer for evaluation and scoring purposes.

U.S. EMPLOYMENT PLAN WORKBOOK means the set of forms attached to this RFP and designated as such, to be used for scoring.

U.S. FACILITY means a physical plant or factory located within the 50 states or territories of the United States.

VEHICLES means the Rolling Stock equipment that the Authority wishes to purchase through this RFP.

VETERAN means any person, who served honorably on active duty in the armed forces of the United States during the Iraq/Afghanistan war.

WORKFORCE TRAINING means all activities related to the provision of skills, knowledge and capacity to Hires working on the Contract. Allowable expenditures for Workforce Training can be included in the U. S. Employment Plan Workbook and may include funds spent on teachers, trainers or special equipment to help Hires build the skills necessary to successfully work on the Contract. These allowable expenditures may also include wages and benefits spent on experienced Contractor employees not working on the Contract, if those experienced employees are designated by Contractor to provide on-the-job training to Hires. In addition, allowable expenditures may include funding paid by Contractor to outside workforce development groups or programs so long as the skills acquired in those programs are related to the Manufacture or Final Assembly of the Vehicles.