



**Metro**

Metropolitan Transportation Authority

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Los Angeles, CA 90012-2952

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## **RFP P3010, Amendment No. 14**

Date Issued: May 25, 2011  
Attention: Proposer  
Subject: RFP No.P3010, New Light Rail Vehicles

### INTENT

This RFP Amendment No. 14 is issued after receipt of proposals to provide existing Proposers with changes to Metro's two Alternate Proposal requirements established in RFP P3010. After receipt of guidance from the Federal Transit Administration (FTA) concerning Metro's RFP requirements, Metro herewith eliminates Proposal Alternate A in its entirety. Any Proposal Alternative A submittals received by Metro will not be opened and will be destroyed (recycled) unless otherwise directed by the Proposer.

In RFP P3010 Amendment No. 8, Metro removed the unconventional requirements, the Local Jobs Program, Additional U.S. Component Content, a Metro managed DBE program, and local environmental rules that apply to all manufacturing of the Light Rail Vehicles, as well as any associated Incentive Evaluation Criteria, to create a conventional proposal alternative designated as Proposal Alternative B. Alternative B, as modified by this Amendment (See Amendment No. 14, Attachment 1), will now be the sole proposal alternative reviewed and evaluated by Metro in this procurement.

This document and its changes have the full force and effect of the original RFP P3010 and all of its subsequent Amendments.

### **Add Submittal Requirement PR-2.3.12, U.S. Employment Plan**

The FTA has notified Metro that the incorporation of a U.S. Employment Plan into the remaining Alternate Proposal B requirements would be consistent with applicable Federal statutory and regulatory requirements. This Amendment defines how Proposers must augment their offers with a U.S. Employment Plan in order to be considered Responsive Proposers. Metro will perform a Responsiveness determination of each Proposer's U.S. Employment Plan to assure that it contains adequate information (as described below) to allow Metro to make a reliable assessment of the commitment being made by the Proposer. The Proposer shall provide a U.S. Employment Plan setting forth its specific commitments for creating employment opportunities in the United States in connection with the production, delivery, acceptance testing, and warranty coverage requirements for the LRVs. The Employment Plan shall:

- 1) Demonstrate the Proposer's understanding of employment and job market conditions in the United States, including an understanding of and plans for coordinating with applicable publicly and privately funded workforce development, apprenticeship and training programs. Provide the estimated dollar commitment to be made for such workforce development, apprenticeship, and training programs.
- \* 2) Provide the number of Full-Time Equivalent (FTE) jobs proposed to be created under the Employment Plan, its direct dollar value to the contract, and the contractual commitment the Proposer will make to achieve that level of new job creation in the U.S. Include an identification of the number, type (by trade or craft), duration and location of the jobs to be created in the U.S. The Proposer's Employment Plan may not include current jobs in existence or jobs that are to be sustained as result of the award of the Contract;
- \* 3) Describe the quality and range of employment opportunities proposed to be created under the Employment Plan, including the extent to which the plan is likely to produce long-term employment in skilled or trade labor.

Only Proposers with Responsive U.S. Employment Plans will be considered for Contract award. The Employment Plan will not be part of the technical or price evaluation phase of the source selection process. However, Metro will consider the monetary value of the Employment Plan in its Best Value trade-off analysis phase.

\*

*see Amendment 16*

**Add RFP Volume I, New Special Provision, SP- 30, U.S. EMPLOYMENT PROGRAM**

**A. OBLIGATIONS OF CONTRACTOR**

The Contractor shall implement the U.S. Employment Program ("Employment Program") as approved by LACMTA and set forth in Exhibit (TBD) of the Contract. The Employment Program implemented during the performance of the Contract shall be consistent with the U.S. Employment Program submitted by the Contractor in response to RFP No. P3010 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.

**B. REPORTS**

The Contract shall submit quarterly progress reports to LACMTA detailing its adherence to the commitments made in the Employment Program. The quarterly report shall summarize the major actions taken during the prior quarter in implementation of the Employment, and shall (1) specify the total number of new FTE jobs created in that

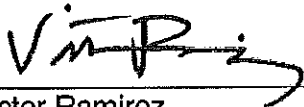
quarter by type (trade or craft), duration, and location, and the annual value of those jobs; (2) provide the following information for each new person hired during that quarter: full name; hiring date; job class or craft; weekly or monthly salary or hourly wage; and whether the new hire has any previous employment with Contractor, subcontractors or any affiliated entities; (3) describe the workforce development, apprenticeship and training programs carried out during that quarter and the amount expended by the Contractor for such programs; and (3) describe the extent to which the Employment Plan is producing long-term employment in skilled or trade labor. If any such report indicates that the Contractor has failed to achieve the FTE commitment set forth in its Employment Plan for the time period involved, the report shall include a corrective action plan designed to achieve the required level of FTEs.

C. RELATION TO MILESTONE PAYMENTS (Reserved - To be Provided by Subsequent Amendment)

The due date for Submittal Requirement PR-2.3.12, the U.S. Employment Plan is **4:00 P.M., Friday, June 17, 2011**. Your response must include acknowledgement, acceptance and/or exceptions taken to any of the changes defined by this Amendment.

If you have any questions or comments concerning this Amendment, please contact me at (213) 922-1059 or at [ramirezv@metro.net](mailto:ramirezv@metro.net).

Best Regards,



Victor Ramirez  
Manager, Contract Administration

**Amendment No. 14, Attachment 1**

- I. Metro herewith deletes LETTER OF INVITATION SUPPLEMENT FEDERAL FUNDING, in its entirety, including all DBE Forms 1 through 5.
- II. Metro herewith deletes the DIVERSITY & ECONOMIC OPPORTUNITY DEPARTMENT CONTRACT COMPLIANCE MANUAL (FEDERAL), in its entirety.
- III. Metro herewith deletes DBE INSTRUCTIONS TO BIDDERS/PROPOSERS AND FORMS, in its entirety.
- IV. Metro herewith deletes Special Provisions article, SP-01 DALP PARTICIPATION in its entirety.
- V. Metro herewith deletes General Condition article GC-28, ENVIRONMENTAL COMPLIANCE.
- VI. Metro herewith deletes the requirement to submit the "Certification of Compliance with South Coast Air Quality Management District Requirements".
- VII. Metro herewith deletes Special Provision SP-26, LOCAL JOBS PROGRAM, in its entirety.
- VIII. Metro herewith deletes Submittal Requirement, PR-2.3.10, LOCAL JOBS PROGRAM, in its entirety.
- IX. Metro herewith deletes Special Condition SP-27, ADDITIONAL U.S. COMPONENT PROGRAM, in its entirety.
- X. Metro herewith deletes Submittal Requirement, PR-2.3.11, ADDITIONAL U.S. COMPONENT PROGRAM, in its entirety.
- XI. Metro herewith deletes all INCENTIVE EVALUATION CRITERIA, IP-14, INSTRUCTIONS TO PROPOSERS (Items 1 & 2) in their entirety.



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## **RFP P3010, Amendment No. 15**

Date Issued: June 1, 2011  
Attention: Proposer  
Subject: RFP No.P3010, New Light Rail Vehicles

### INTENT

This RFP Amendment No. 15 is issued after receipt of proposals to provide existing Proposers with changes to Contract requirements in RFP P3010. Metro's Amendment No. 14, issued May 25, 2011, included a new Special Provision, SP-30, U.S. Employment Program, which had a reserved paragraph, C. This amendment completes SP-30 with a definition of the relationship of the Contractor's adherence to the U.S. Employment and the Contract's Milestone Payments.

This document and its changes have the full force and effect of the original RFP P3010 and all of its subsequent Amendments.

### **Add RFP Volume I, New Special Provision, SP- 30, U.S. EMPLOYMENT PROGRAM**

#### **A. OBLIGATIONS OF CONTRACTOR**

The Contractor shall implement the U.S. Employment Program ("Employment Program") as approved by LACMTA and set forth in Exhibit (TBD) of the Contract. The Employment Program implemented during the performance of the Contract shall be consistent with the U.S Employment Program submitted by the Contractor in response to RFP No. P3010 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.

#### **B. REPORTS**

The Contract shall submit quarterly progress reports to LACMTA detailing its adherence to the commitments made in the Employment Program. The quarterly report shall summarize the major actions taken during the prior quarter in implementation of the Employment,

and shall (1) specify the total number of new FTE jobs created in that quarter by type (trade or craft), duration, and location, and the annual value of those jobs; (2) provide the following information for each new person hired during that quarter: full name; 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; (3) describe the workforce development, apprenticeship and training programs carried out during that quarter and the amount expended by the Contractor for such programs; and (3) describe the extent to which the Employment Plan is producing long-term employment in skilled or trade labor. If any such report indicates that the Contractor has failed to achieve the FTE commitment set forth in its Employment Plan for the time period involved, the report shall include a corrective action plan designed to achieve the required level of FTEs.

#### C. RELATION TO MILESTONE PAYMENTS

In the event LACMTA determines that there has been a material failure of the Contractor to comply with any requirement of its Employment Program, LACMTA shall notify the Contractor in writing and shall provide the Contractor with thirty (30) days to correct such non-compliance. If such non-compliance is not corrected to the satisfaction of LACMTA within such 30-day period (or such longer period as LACMTA may in its discretion allow), LACMTA may withhold a portion of the next Milestone Payment due to the Contractor under CP-02 E, in an amount that LACMTA determines in its discretion to be reasonable and appropriate based on the nature and extent of the Contractor's non-compliance. Any amounts withheld by LACMTA 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 LACMTA that it has corrected the non-compliance. Any withholding under this subsection shall not affect the right of LACMTA to exercise other remedies available under this Contract for the Contractor's non-compliance with its Employment Plan.

If you have any questions or comments concerning this Amendment, please contact me at (213) 922-1059 or at [ramirezv@metro.net](mailto:ramirezv@metro.net).

Best Regards,



Victor Ramirez  
Manager, Contract Administration