

## **CONTRACT NO. R34211**

PURCHASE OF 1,025 SUBWAY
CARS WITH A BASE ORDER OF 10
OPEN GANGWAY TEST CARS FOR
NYCT "B" DIVISION, 75 STATEN
ISLAND RAILWAY CARS AND 200
NYCT "B" DIVISION SUBWAY
CARS AND AN OPTION FOR 740
ADDITIONAL NYCT "B" DIVISION
SUBWAY CARS

#### **PURCHASE OF NEW R34211 SUBWAY CARS**

#### **TABLE OF CONTENTS**

#### SECTION I - IMPORTANT NOTICE TO PROPOSERS

#### SECTION II - REQUEST FOR PROPOSAL OVERVIEW AND PROPOSAL PROCEDURES

<u>PARA</u>	AGRAPHS	Page No.
1.	INTRODUCTION	1
2.	PERTINENT DATES	3
3.	GENERAL INSTRUCTIONS	3 3
4.	ALTERNATE PROPOSALS	3
5.	QUALIFYING ALTERNATE SUPPLIERS OF MAJOR SUBSYSTEMS	4
6.	POINT OF CONTACT FOR THIS RFP	4
7.	REQUESTS FOR CLARIFICATION	5
8.	PRE-PROPOSAL CONFERENCE	6
9.	RESTRICTIONS ON CONTACT WITH AUTHORITY EMPLOYEES	6
10.	WITHDRAWAL OF PROPOSALS	6
11.	INCURRING COSTS	7
12.	WITHDRAWAL OF PROPOSALS INCURRING COSTS ORAL PRESENTATION AND DEMONSTRATIONS DISCLOSURE OF PROPOSALS NEGOTIATION CONTRACT AWARD TAX EXEMPTION DISADVANTAGED BUSINESS ENTERPRISES/TVM PROGRAM EEDERAL PROLUBEMENTS	7
13.	DISCLOSURE OF PROPOSALS	7
14.	NEGOTIATION	7
15.	CONTRACT AWARD	8
16.	TAX EXEMPTION	8
17.	DISADVANTAGED BUSINESS ENTERPRISES/TVM PROGRAM	8
18.	I EDEIVAL NEGOTILIVIEN 13	9
19.	JOINT VENTURES	9
20.	PROPOSER'S RESPONSIBILITY	10
21.	PROPOSAL PROTEST	10
22.	ENVIRONMENTAL MATTERS AND COMPLIANCE WITH LAWS,	10
	RULES AND REGULATIONS	
23.	OMNIBUS PROCUREMENT ACT OF 1992 PROPOSAL SUBMISSION REQUIREMENTS CONTENTS OF PROPOSAL EEO/NON-DISCRIMINATION PROMPT PAYMENT	11
24.	PROPOSAL SUBMISSION REQUIREMENTS	14
25.	CONTENTS OF PROPOSAL	15
26.	EEO/NON-DISCRIMINATION	18
27.	TOM TITOTHE	10
28.	METROPOLITAN TRANSPORTATION AUTHORITY VENDOR	18
00	CODE OF ETHICS	4.5
29.	TECHNICAL QUESTIONS	19
30.	PROPOSAL EVALUATION	45
31.	UNITED STATES EMPLOYMENT PLAN INSTRUCTIONS TO PROPOSERS	49

#### SECTION III - CONTRACT TERMS AND CONDITIONS

#### **CHAPTER 1 GENERAL PROVISIONS AND DEFINITIONS**

	ARTICLES	Page No.
101	AGREEMENT	1
102	DEFINITIONS AND ACRONYMS	1
103	NOTICES AND TRANSMISSION OF DOCUMENTS	29
104	PROJECT DESCRIPTION	30
105	AUTHORITY'S RIGHTS IN PROPERTY	30
106	PATENTS, COPYRIGHTS, ETC., INFRINGEMENT CLAIMS	37
107	CONSENT OF AUTHORITY REQUIRED FOR SUBLETTING OR ASSIGNMENT	41
108	SUBCONTRACTORS AND SUPPLIERS	42
109	CONTRACTOR TO PROVIDE PROPOSED SCHEDULE OF WORK	43
110	ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS	45
111	CONFIDENTIAL INFORMATION, APPROVAL FOR PUBLICATION O	F 45
	REPORTS AND PRESS RELEASES	
CHAPTER 2	DELIVERY AND ACCEPTANCE	
201	GENERAL TIME CONSIDERATIONS	48
202	PICK UP AND DELIVERY OF UNITS	48
203	TIME FOR COMPLETION/DELIVERY SCHEDULE	48
204	LIQUIDATED DAMAGES	49
205	EXTENSION OF TIME	50
206	EXTENSION OF TIME NOT CUMULATIVE	52
207	ACCEPTANCE	53
208	REJECTION	56
209	STOP WORK ORDER	56
210	TERMINATION FOR CONVENIENCE BY THE AUTHORITY	57
211	TITLE TO EQUIPMENT	58
CHAPTER 3	PRICE AND PAYMENT	
301	AMOUNT TO INCLUDE AND PRICE TO BE PAID	59
302	VARIABLE QUANTITIES CLAUSE	59
303	PAYMENTS TO CONTRACTOR	59
304	FINAL COMPLETION CERTIFICATION	84
305	NO ESTOPPEL	85
306	NO WAIVER	85
307	FINAL PAYMENT TO ACT AS RELEASE	86
308	PAYMENTS RELATED TO GUARANTEE/WARRANTY OBLIGATION	
309	SET OFFS, WITHHOLDINGS AND DEDUCTIONS	86
000	OLI OLI G, WITH HOLDINGS AND DEDUCTIONS	00

#### **CHAPTER 4 CHANGES TO THE CONTRACT**

401 402 403 404 405	NO ORAL CHANGES CHANGE ORDERS CHANGE ORDER PROCEDURE CHANGE ORDER DISPUTES PRICE FOR WORK PERFORMED	87 87 87 88 89
CHAPTER 5	SECURITY FOR PERFORMANCE OF WORK	
501 502 503	ADVANCE PAYMENT AND PERFORMANCE BONDS RETAINED PERCENTAGE WITHHOLDING MONEY DUE TO CONTRACTOR TO MEET THIRD PARTY CLAIMS	93 95 95
	SUBSTITUTION OF APPROVED SECURITIES USE OF MONIES WITHHELD FORM OF PARENT COMPANY GUARANTY	96 97 98
CHAPTER 6	CONTRACTOR'S LIABILITY, INDEMNIFICATION, RISK OF LOSS	
602 603 604	INDEMNIFIED PARTIES RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY INDEMNIFICATION RISK OF LOSS TO THE WORK REQUIRED INSURANCE EXCLUSION OF INDIRECT DAMAGES	99 99 99 101 101
CHAPTER 7	CONTRACT TERMINATION	
701 702 703 704 705	EVENT OF DEFAULT NOTICE OF DEFAULT/OPPORTUNITY TO CURE REMEDIES IN THE EVENT OF DEFAULT THE CONTRACT PARTY AND THE AUTHORITY MAY AVAIL THEMSELVES OF ALL REMEDIES DISPOSITION OF CARS/UNITS/CONVERSION KITS AFTER TERMINATION	103 103 103 104 104
CHAPTER 8	AUTHORITY OF THE PROJECT MANAGER, DISPUTES AND CLAIMS	
802 803 804	AUTHORITY OF THE PROJECT MANAGER APPROVALS BY PROJECT MANAGER: NO LIABILITY DISPUTES RESOLUTION PROCEDURE ADDITIONAL PROVISION RELATING TO THE PROSECUTION OF CLAIMS OR MONEY DAMAGES	105 105 106 108
805 806	CONTRACTUAL LIMITATIONS ON RIGHT TO SUE AUTHORITY OR CONTRACTING PARTY CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE	109 110

CHAPTER 9	INSPECTION	<b>TESTING</b>	<b>GUARANTEES</b>	AND	CHARACTER	OF WOR

901 902 903 904 905 906 907 908	INSPECTION UNCOVERING FINISHED WORK CONTRACT SPECIFICATIONS AND DRAWINGS CHARACTER OF WORK TESTING GENERAL GUARANTEE/ WARRANTY MANUFACTURER'S WARRANTIES AND GUARANTEES SPECIFIC GUARANTEES/WARRANTIES	111 112 113 113 114 119
909	PAYMENT FOR SERVICES REQUIRED TO BE PROVIDED BY THE AUTHORITY	12
910	FLEET DEFECT	122
911	QUALITY ASSURANCE	123
912	AUTHORITY FIELD INSPECTION OFFICES	124
913	PROJECT MEETINGS	125
914	EFFECT OF FAILURE TO COMMENT OR APPROVE	125
915	EFFECT OF APPROVAL	125
CHAPTE	ER 10 MISCELLANEOUS PROVISIONS	
1001	EQUAL EMPLOYMENY OPPORTUNITY	127
1002	ANTITRUST ASSIGNMENT	127
1003	RELATIONSHIP BETWEEN THE CONTRACTING PARTY OR THE AUTHORITY AND OTHERS	127
1004	AUDIT AND INSPECTION	127
1005	INDEPENDENT CONTRACTOR	129
1006	GENERAL REPRESENTATIONS AND WARRANTIES	130
1007	OMNIBUS PROCUREMENT ACT OF 1992	133
1008	COMPLIANCE WITH LAWS, RULES AND REGULATIONS	135
1009	AUTHORITY SUPPLIED MATERIAL, LABOR OR FACILITIES	135
1010	APPROVAL OF SUPPLIERS	136
1011	BRAND NAMES/SUBSTITUTION OF SPECIFIED MATERIAL	136
1012	NO CLAIM AGAINST THE STATE, THE CITY, OR THE FEDERAL GOVERNMENT	137
1013	COMPLIANCE WITH LAWS/ENVIRONMENTAL MATTERS	137
1014	ASIAN LONGHORNED BEETLE	139
1015	CONTRACTOR HAS EXAMINED CONTRACT AND TECHNICAL SPECIFICATION	140
1016	ALL LEGAL PROVISIONS INCLUDED	140
1017	SEVERABILITY	141
1018	CORRESPONDENCE TRACKING	141
1019	CONTRACT DOCUMENTS CONTAIN ALL TERMS	141
1020	AUTHORITY AS AGENT	141
1021	AUTHORIZATION AND FUNDING	141
1022	LONG TERM PARTS PROVISIONING	142
1023	ADDITIONAL SPARE PARTS	143
1024	PARTS COMPATIBILITY/MULTIPLE SOURCING	144

1025	GRAND JURY TESTIMONY	144
1026	CONTRACT NULL AND VOID DUE TO DEBARMENT	145
1027	UNITED STATES EMPLOYMENT PLAN (USEP)	145
CHAPTE	R 11 REQUIREMENTS FOR FEDERALLY-ASSISTED CONTRACTS	
1101	ACCESS TO RECORDS	147
1102	INELIGIBLE CONTRACTORS/DEBARMENTS AND SUSPENSION	147
1103	CIVIL RIGHTS COMPLIANCE	148
1104	PROHIBITED INTERESTS	149
1105	INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS	149
1106	CARGO PREFERENCE USE OF UNITED STATES VESSELS	149
1107	BUY AMERICA	150
1108	FLY AMERICA	151
1109	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	151
1110	DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION	153
1111	PROMPT PAYMENT TO SUBCONTRACTORS	153
1112	RESTRICTIONS ON LOBBYING	154
1113	PROGRAM FRAUD AND FALSE OR FRAUDULENT AND	155
	RELATED ACTS	
1114	MISCELLANEOUS FEDERAL REQUIREMENTS	155
1115	ENVIRONMENTAL AND OTHER APPLICABLE LAWS	156
1116	PROMPT PAYMENT OF RETAINAGE AND PROGRESS PAYMENTS TO SUBCONTRACTORS	156
1117	RETURN OF SUBCONTRACT RETAINAGE TO CONTRACTOR	157
1118	NATIONAL INTELLIGENT SYSTEM ARCHITECTURE & STANDARDS	158
1119	SENSITIVE SECURITY INFORMATION	158
1120	VETERANS PREFERENCE	158
1121	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	159
CHAPTE	R 12 AUTHORITY'S OPTIONS	
1201	GENERAL	160
1202	ECONOMIC PRICE ADJUSTMENT/ESCALATION FOR OPTIONS	160
1203	OPTION FOR ADDITIONAL WORK	164

#### **SECTION IV - ATTACHMENTS**

PRICE PROPOSAL/PRICE FORMS

FORM PF-1 PRICE SUMMARY

FORM PF-2 PRICE BREAKDOWN
FORM PF-3 SPARE PARTS
FORM PF-4 SPECIAL TOOLS

FORM PF-5

DIAGNOSTIC TEST EQUIPMENT

- 2. DELIVERY SCHEDULE
- 3. SUPPLIERS OF MAJOR SUBSYTEMS FOR PASSENGER SUBWAY CARS
- 4. FORM OF PARENT COMPANY GUARANTY
- COMPLIANCE POLICY & PROCEDURE CONFIDENTIAL PROPRIETARY DOCUMENT CONTROL
- 6. FORMS OF ADVANCE PAYMENT AND PERFORMANCE BONDS AND SAMPLE LETTER OF CREDIT
- 7. FORMS TF-1, TF-2, AND TF-3
- 8. EEO-1 FORMS
- 9. SCHEDULE A. INSURANCE REQUIREMENTS
- 10. SCHEDULE F, FEDERAL CERTIFICATION AND DISCLOSURE FORMS
- 11. SCHEDULE J. RESPONSIBILITY QUESTIONNAIRE
- 12. SCHEDULE K CONTRACTOR EEO/NON DISCRIMINATION + REPORTING REQUIREMENTS
- 13. SCHEDULE S, IRAN DIVESTMENT CERTIFICATION
- 14. SCHEDULE V, MTA VENDOR CODE OF ETHICS CERTIFICATION
- 15. SCHEDULE W, COMPLIANCE WITH NYS STATE FINANCE LAW SECTIONS 139-J AND 139-K
- 16. SCHEDULE Y, DIESEL EMISSION REDUCTION
- 17. TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION FORM
- 18. YOUR RESPONSIBILITIES UNDER ARTICLE 15A
- 19. REQUEST FOR CLARIFICATION FORM
- 20. UNITED STATES EMPLOYMENT PLAN WORKSHEET
- 21. UNITED STATES EMPLOYMENT PLAN CERTIFICATION
- 22. SUBCONTRACTOR DATA FORM
- 23. MTA VENDOR CODE OF ETHICS
- 24. PROPOSER'S EXECUTION FORM

#### <u>SECTION V – TECHNICAL SPECIFICATIONS</u>

TECHNICAL SPECIFICATION (Including Table of Contents) – Separate Documents

APPENDICES TO TECHNICAL SPECIFICATION – Separate Document

# **NEW YORK CITY TRANSIT AUTHORITY IMPORTANT NOTICE TO PROPOSERS** Division of Materiel

The attention of all Proposers and prospective Proposers is hereby drawn to the following highlights of the contract:

#### **CAR DELIVERY**

The Authority is desirous of receiving all Cars on this contract as soon as possible after Notice of Award; in particular the R211T which is the Open Gangway (OG) car. Expeditious delivery of the OG pilot train (10 Cars) is desired in order to test the feasibility of OG technology in NYCT's subway system, thus maximizing the amount of R211Ts that can be received under the options on this Contract. The delivery schedule for all of the cars is an important component of the evaluation criteria and the Proposer offering the most aggressive yet achievable delivery schedule will be evaluated most favorably for the delivery criterion.

#### **CUSTOMER EXPERIENCE**

NYCT is desirous of receiving a car that provides a safe and reliable experience that maximizes customer comfort with state of the art communications and information systems. See **Section 1.2.5** in the **Technical Specification** for further details on the Design Goals for the R211 Project related to Customer Experience.

#### UNITED STATES EMPLOYMENT PLAN

The Proposer's attention is directed to **Paragraph 31** of the **Overview** where the requirements for submission of a US Employment Plan (USEP) are included. NYCT expects the Proposer to create and submit a USEP for performance of this Contract. The purpose of the USEP is to capture relevant information about the number and description of U.S. jobs that would be created and/or retained in connection with the performance by the Proposer of the Contract, as well as means of access to newly created jobs. Inclusion of a requirement for submittal of a USEP in the R34211 Request for Proposals (RFP) and its inclusion in the evaluation criteria demonstrates NYCT's commitment to the creation and retention of high-quality jobs for US residents.

# ENCOURAGING THE USE OF NEW YORK STATE BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE

Please see the SPECIAL IMPORTANT NOTICE TO PROPOSERS

#### METROPOLITAN TRANSPORTATION AUTHORITY VENDOR CODE OF ETHICS

The Metropolitan Transportation Authority has revised its Vendor Code of Ethics (the "Code"), and all Proposers will certify in their Proposal as per **Attachment 14** of the Proposal regarding their receipt of the Code, that they will comply with its provisions, and will provide the Code to their employees and will obtain their employee acknowledgment of receipt. Additional information concerning these requirements is

618699 R34211 Page 1

#### IMPORTANT NOTICE TO PROPOSERS

**T** apply to this Contract. For Contracts with no MWBE goals or that are FTA-funded, the remaining provisions of **SCHEDULE K-RFP** are not applicable.

# SPECIAL IMPORTANT NOTICE TO PROPOSERS INCLUDING QUESTION AND INCORPORATED CONTRACT PROVISIONS, NEW YORK OMNIBUS PROCUREMENT ACT (CHAPTER 844 of 1992) ENCOURAGING THE USE OF NEW YORK STATE BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE

- 1. Definition: For purposes of this notice, a "New York State Business Enterprise" means a business enterprise including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of exchange, goods which are sought by a New York State public authority or public benefit corporation, which are substantially manufactured, produced or assembled in New York state, or services which are sought by the public authority or public benefit corporation and which are substantially performed within New York State.
- 2. It is the policy of New York State to maximize opportunities for the participation of New York State Business Enterprises, including minority and women-owned business enterprises, as Proposers, subcontractors, and suppliers. New York State Business Enterprises that participate as contractors, subcontractors and suppliers in the contracts of the Metropolitan Transportation Authority and its affiliated and subsidiary agencies (collectively, "MTA") strongly contribute to the economies of the State and the nation. In recognition of this contribution. Proposers for this contract are strongly encouraged and expected to consider New York State Business Enterprises in the fulfillment of the requirements of this contract. Such participation may be as subcontractors, suppliers, or other supporting roles. MTA, to the maximum extent practicable and consistent with legal requirements, desires to achieve participation of qualified and responsible New York State Business Enterprises in purchasing commodities and services including technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law. Utilizing New York State Business Enterprises in MTA contracts will help create more private sector jobs, rebuild New York's infrastructure and maximize economic activity to the mutual benefit of contractors, participating New York State Business Enterprises, the public sector and the people of the State of New York. Public procurements can drive and improve the State's economic engine through promotion of the participation of New York State Business Enterprises by MTA contractors. MTA, therefore, strongly encourages Proposers to use New York State Business Enterprises in MTA contracts. The potential participation by all kinds of New York State Business Enterprises in MTA contracts will deliver great value to the MTA, the State and its taxpayers.

618699 Page 3

Management Approach to include such matters as project-specific work and staffing plans/schedules for the design, manufacture and assembly of Cars and other Work as called for in the Contract Documents, project-site activities, the experience and qualifications of the Proposer's and Supplier's personnel assigned to the project, and other relevant factors to assure the Authority that the project will be properly coordinated and managed.

<u>System Support</u> to include such matters as project-specific work and staffing plans/schedules for training of Authority personnel, provision of manuals and other required system documentation, warranty provisions, on-site support, spare parts, special tools, diagnostic test equipment and other relevant factors to assure the Authority that it will receive everything necessary to support this project during the Contract Term as well as to effectively operate and maintain the Cars/Units subsequent to expiration of the Contract.

<u>Quality Assurance</u> to include the Certificate of Registration from a Quality Registrar and the proposed quality assurance program.

<u>U.S. Employment Plan</u> to include relevant information about the number, description of, and access to U.S. jobs created and retained by the Proposer in connection with the production, delivery, acceptance, testing, and warranty coverage requirements for this RFP.

The USEP should describe: (1) the percentage of jobs by each job category or type that the Proposer expects will be filled at the journeyman, apprentice/trainee, untrained entry level, or any other skill level; (2) the specialized skills or certifications for each job type; (3) plans to develop skills of new hires necessary to meet the basic qualifications of the jobs; (4) plans to provide career pathways, connecting training completion, on-the-job performance, and credentialing to advancement through the organizational structure; and (5) the extent to which such skills would be transferrable to other manufacturing positions after the end of production of the railcars.

The USEP Worksheet should estimate the total number of new and retained full time equivalent jobs located in the U.S. that will be involved in performance of the Contract under the USEP, 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/retention in the United States. Include an identification of the number, type (by trade or craft), and compensation ranges for each of the employment types, duration, and location of the jobs to be created and retained in the U.S.

#### 2) Overall Project Cost and Financial Benefit to the Authority

<u>Proposal price</u>, including the cost of the Units, option Units, spare parts, special tools, test equipment, training manuals, interactive electronic technical manuals, advance payment and performance bonds, warranty, price impact of proposed changes to Terms and Conditions, and other matters with pricing or cost implications to the Authority.

618698 Page 48 of 51 R34211 Overview

With respect to financing, credit may be given to Proposers for alternative financing (direct vendor financing, non-vendor financing and leasing options) made available to the Authority. Financing rates and associated costs will be compared to a blended MTA tax exempt bond interest rate ("MTA rate"). The MTA rate is currently estimated at 3.8%. For evaluation purposes, the prices submitted will be evaluated in terms of the applicable net present value, and adjusted for any variations in payment terms or other items with similar cost implications.

#### 3) Other Relevant Matters

Other relevant matters not expressly covered above to include issues raised after the release of the RFP or during negotiations, acceptance of the Contract Terms and Conditions included in this RFP or willingness to negotiate same in a timeframe consistent with the Authority's needs, quality and thoroughness of the written narrative proposal and oral presentations, and overall compliance to the requirements of this RFP in terms of quality and completeness.

#### 31. UNITED STATES EMPLOYMENT PLAN (RFP Overview language)

All proposers shall submit completed Attachment 20, US Employment Plan Worksheet, and a completed Attachment 21, US Employment Plan Certification, as per the instructions provided below.

A. NYCT expects the Proposer to create and submit a US Employment Plan (USEP) for performance of this Contract. The purpose of the USEP is to capture relevant information about the number and description of U.S. jobs that would be created and/or retained in connection with the performance by the Proposer of the Contract, as well as access to available jobs. Inclusion of a requirement for submittal of a USEP in the R34211 Request for Proposals (RFP) and its inclusion in the evaluation criteria demonstrates NYCT's commitment to the creation and retention of jobs for US residents. This new approach to the procurement of rolling stock provides added incentive for the creation and retention of US-based jobs in fulfilment of the requirements of the R34211 RFP. NYCT's evaluation criteria for the RFP shall continue to consider a variety of factors in pursuit of choosing the proposal that offers the Authority the best value, including U.S. job creation and retention. Proposers should submit the USEP and forms setting forth their specific commitments for creating and retaining employment opportunities in the United States in connection with the production, delivery, acceptance, testing, and warranty coverage requirements for this R34211 RFP for the Contract base order and option quantities, to the best of the Proposers' ability, at the time of Proposal Due Date. This USEP 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.

618698 Page 49 of 51 R34211 Overview

The USEP should address the following:

1. Compensation: Proposers should submit the USEP and forms in accordance with the following guidelines.

To assist the Authority in its evaluation, the USEP should describe: (1) the percentage of jobs by each job category or type that the Proposer expects will be filled at the journeyman, apprentice/trainee, untrained entry level, or any other skill level; (2) the specialized skills or certifications for each job type; (3) plans to develop skills of new hires necessary to meet the basic qualifications of the jobs; (4) plans to provide career pathways, connecting training completion, on-the-job performance, and credentialing to advancement through the organizational structure; and (5) the extent to which such skills would be transferrable to other manufacturing positions after the end of production of the railcars.

The USEP Worksheet should estimate the total number of new and retained full time equivalent jobs located in the U.S. that will be involved in performance of the Contract under the USEP, 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/retention in the United States. Include an identification of the number, type (by trade or craft), and compensation ranges for each of the employment types, duration, and location of the jobs to be created and retained in the U.S.

Only work performed specifically for the R34211 Contract is to be used to measure new hires and retained jobs. Both new hires and existing employees who also work on other projects may only be counted as a percentage of one Full-Time Equivalent (FTE) to reflect the percentage of their time spent working on the R34211 Contract. (For example, if an employee's work hours are allocated 50% to the R34211 order and 50% to another railcar contract order or other work, a Proposer may count that employee as 1/2 FTE for purposes of its USEP). Proposers should specify the direct hours to be expended and FTEs to be hired by submitting the certification and USEP Worksheet provided. Hours included must be for work to be performed by employees or consultants in the United States. Do not include in the USEP any hours of an employee's or consultant's work that is anticipated to be performed in a foreign country. If a consultant is on a 1099 for work on the Contract, those hours must be reported in the USEP Worksheet attached. The Contractor shall obtain the USEP Worksheet and USEP Certification from all Subcontractors/Suppliers the Proposer anticipates engaging with a subcontract with a value in excess of \$1 million.

 Description of Jobs Created and Retained: The USEP should describe the quality and range of U.S. employment opportunities proposed to be created and retained for the Project, a workforce impact analysis which identifies the workforce skills needed to complete the Project and the minimum requirements for each job/skill category proposed on the USEP Worksheet.

618698 Page 50 of 51 R34211 Overview

- 3. USEP Certification: The USEP should be accompanied by a certification, Attachment 21, executed by a corporate officer of the Proposer and of Subcontractors/Suppliers (as applicable), that certifies the information provided in the USEP sets forth the Proposer's (or Subcontractor/Supplier's) best estimate of the information requested in the USEP.
- 4. Outreach and Recruitment Plans for New Employees: The USEP should describe strategies and plans for the recruitment of new employees and any special outreach for entry level positions that will include training in contemporary manufacturing skills.
- 5. Cost Accounting: Proposers and any Subcontractors/Suppliers who participate in the USEP 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 New York City Transit to verify the information provided in the USEP and forms. Certification forms are provided in this exhibit.
- 6. Evaluation of the USEP: Failure to provide the USEP and forms will not preclude Proposers from participating in the procurement. However, the USEP is part of the evaluation criteria that will be utilized in the Proposal evaluation process (Paragraph 30).

618698 Page 51 of 51 R34211 Overview

#### R-34211 - CONTRACT TERMS AND CONDITIONS

oath, to testify in an investigation or to answer any relevant questions concerning any transaction or contract entered into with the State, or any political subdivision thereof, or a public authority or with any public department, agency or official of the State or any political subdivision thereof, when immunity has been granted to the witness against subsequent use of such testimony, or any evidence derived therefrom in any subsequent criminal proceeding:

- Such individual, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids for, or entering into or obtaining any contracts, leases, permits or licenses with the City, the MTA or the Authority or submitting bids for or entering into, or obtaining any contracts, leases, permits or licenses which will be paid out of any monies under the control of or collected by the City, the MTA, the Authority and/or shall be subject to such other action appropriate under the circumstances; and
- 2. this Contract and any and all such existing contracts, leases, permits or licenses made with or obtained by any such individual or with or by the firm, partnership, or corporation of which he/she is a member, partner, director or officer may be cancelled or terminated by the City, the MTA or the Authority or the contracting agency or be subject to such action appropriate under the circumstances thereto without incurring any penalty or damages on account of such cancellation or termination, but any monies owing for goods delivered, work done, or rentals, permit or license fees due, prior to the cancellation or termination, shall be paid.

#### ARTICLE 1026 CONTRACT NULL AND VOID DUE TO DEBARMENT

This Contract will be deemed null and void if it is determined that at the time of either the Proposal submission or Award Date the Contractor was debarred pursuant to Section 141-b of the Workers' Compensation Law or any other federal or New York state law from bidding on or being awarded a public agency contract in New York or was the substantially owned affiliate of a debarred party. Additionally, the Contractor shall replace any Subcontractor at no additional cost to the Authority, who the Authority or the Contractor determines was, at the time of either the Bid submission or Award Date, debarred from bidding on public agency contracts in New York.

#### ARTICLE 1027 UNITED STATES EMPLOYMENT PLAN

- A. The Contractor shall be required to submit reports annually on the status and progress of the fulfillment of its US Employment Plan (USEP), which reports shall be submitted no later than one month after the anniversary date of the Contract Award. The annual status and progress report shall include the information contained in the USEP and Attachment 19, US Employment Plan Worksheet.
  - In the event the Contractor's annual report demonstrates a level of fulfillment of job creation and retention below that estimated in its USEP for the year covered by the report, the annual report shall be accompanied by an action plan of the Contractor specifying the steps the Contractor shall undertake in the current year

Page 145 of 165 617938

#### R-34211 - CONTRACT TERMS AND CONDITIONS

- of the Contract to make up any such shortfalls in fulfillment of the USEP, including milestones during the current year of the Contract to make up such shortfalls.
- 2. In the event the Contractor's report for a prior year demonstrates shortfalls, it shall submit interim reports quarterly during the succeeding year documenting its success in achieving milestones to make up such prior shortfalls.
- 3. In the event a Contractor fails to submit a report or an interim report, or an interim report fails to demonstrate tangible progress toward achieving any remedial milestones, the Authority may give notice to the Contractor that it must resolve any non-compliance with the submitted USEP within 90 days. In the event of such notice being given by the Authority, the Contractor must demonstrate compliance with the USEP by the end of the 90 day period, or, in the alternative, demonstrate efforts deemed satisfactory to the Authority, in its discretion, to achieve such compliance.
- 4. In the event the Contractor, after receiving a notice pursuant to paragraph 3 above, fails to demonstrate compliance with the USEP by the end of the 90 day period, or, in the alternative, to demonstrate efforts deemed satisfactory to the Authority, in its discretion, to achieve such compliance, the Contractor will be subject to assessment of Liquidated Damages by the Authority for non-compliance with the terms of the USEP submitted (or for failure to submit reports on the prescribed basis). The liquidated damages will be assessed at an amount equal to the total dollar value of the Contractor's USEP that is not achieved. The Authority shall have the right to deduct such liquidated damage assessments from any monies due or which may become due hereunder. If the amount due the Contractor shall be less than the amount of liquidated damages due the Authority or if there is no amount due, the Contractor shall pay the difference upon demand by the Authority.
- B. To ensure compliance with the ongoing USEP Submittal requirements through the duration of this contract, the Contractor shall designate an employee as Plan Administrator for the USEP no later than the date of Notice of Award.
- C. The Plan Administrator will liaise and serve as the Authority's point of contact with the Contractor regarding its Cost Accounting System.
- D. The Contractor's USEP including its annual status and progress reports shall be subject to an audit, in addition to the standard audit requirements in the contract, by the Authority or its agents at any time. Following an advance notice, such audit may include field visits to the Contractor, Subcontractor/Supplier premises. Any non-compliance revealed by an audit shall be resolved in accordance with the terms of paragraph A above.
- E. Non-compliance by the Contractor with the USEP shall be reported to NYCT's Vendor Performance Unit throughout the duration of the Contract. A record of such noncompliance shall be taken into consideration when making responsibility determinations of the Contractor's eligibility for any future award of a contract or purchase order by NYCT or any other agency within the MTA, regardless of whether submission of a USEP is required for that contract.



## **ATTACHMENT 20**

# UNITED STATES EMPLOYMENT PLAN WORKSHEET

#### R34211 U.S. Employment Plan Worksheet for Contractors

A	ĪΒ	C	D	TE.	F	G	Н		Li .	K	li .	М	N
J.S. Location Base		Work Category	Job/Skill Category	Equivalent Jobs (FTEs)	Start Date	End Date	Total Man Months	Hourly Pay Rate	Annual Base Payper Worker Assuming 2080 hours	Monthly Direct Full-Time cost	Monthly Fringe Benefits Cost Per Employee	Total Monthly Cost Per Employee	Project Cost Fo Employment
City	State						1					(K+L)	(H°M)
		ADMINISTRATION											The second
		Direct Project Management					1						
		Project Support (finance, scheduling, etc.)											
		Puchasing and Material Management											
		Facility Support Services											
		Administrative Support											
		DESIGN (ENGINEERING)	THE RESIDENCE OF THE PERSON OF	100 000	100		1000			DOMESTIC: N	STATE OF THE PARTY	The silver	No.
		Design Engineering											
		Production Engineering											
		Drafting/ Modeling		1									
		MANUFACTURING		NEW TON	OLO USE IN	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO			SCHOOL ST	INCHES !	0.00	THE OWNER OF THE OWNER,	
		Carshell Sub-assembly fabrication									Ī		
		Carshell Assembly								Î			
		Painting, glazing and Finishing						1					T
		Truck Parts Fabrication											
		Truck Assembly and Finishing											
		FINAL ASSEMBLY			Contract of the last						STATE OF THE PARTY	L L V C	
		Carbody Equipment Installation (cab, interiors, piping, wiring etc.)											
		Installation of systems (HVAC, Propulsion, Brakes, Aux. Electric etc.)											
		Truck Installation											
		QUALITY ASSURANCE	The same and						HERMAND.				HE ST. L
		Quality Management											
		Inspection											
		TESTING AND COMMISSIONING					Towns		A STATE OF THE PARTY OF				
		Qualification Testing											
	₩	Routine Static Testing											
	-	Routine Dynamic Testing											
	-	Commissioning											
	<del></del>	WARRANTY AND FIELD SUPPORT	The second second	-	Carlo Comment			and the same of th	Care Street	Personal Property			
	-	Warranty Management	ļ										
	-	Field Support Services											
	-	Parts Support		-									
	-	707410									A COLUMN TO A		No. of Street, or other Party of Street, or
		TOTALS		0				0	ALC: N				S -

#### R34211 U.S. Employment Plan Worksheet for Subcontractors

A	B	C	D	E	F	G	Н	l	J	K	L	М	N
U.S. Location Base		Work Category	Job/Škill Category	Equivalent Jobs (FTEs)	Start Date	End Date		Hourly Pay Rate	Annual Base Payper Worker Assuming 2080 hours	Full-Time cost	Monthly Fringe Benefits Cost Per Employee	Total Monthly Cost Per Employee	Project Cost For Employment
City	State						Ì	1				(K+L)	(H*M)
		ADMINISTRATION						OCCUPANT OF THE PARTY.	C	Colonia and		THE RESERVE	THE REAL PROPERTY.
		Direct Project Management				l							
		Project Support (finance, scheduling, etc.)											
ĺ	T	Puchasing and Material Management											1
		Facility Support Services				Ī	1						
	T	Administrative Support				T .							1
		DESIGN (ENGINEERING)	BANKS THE TO		STATE OF THE PARTY OF	THE PERSON NAMED IN	BOTH STATE		No. of Contrast	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN		The second	The state of the
		Design Engineering											
		Production Engineering											
		Drafting/ Modeling									1		
		MANUFACTURING		AND THE RESERVE	STATE OF STREET	1000 W	100000			THE RESERVE	-	THE RESERVE	I CHARLES
		Parts and Subassembly Manufacturing					Ì						
	T	Final Assembly											
		Finishing	i										1
		QUALITY ASSURANCE			SECTION 1				Security.		-	1 Town Co. Co.	Sales and the
		Quality Management											
		Inspection				Î	1						
		TESTING AND COMMISSIONING	AND REAL PROPERTY.		Marie Co.	BE SHOW S	100000	200 000	ALC: UNKNOWN		The Real Property lies	156 11 11	CONTRACT OF
		Qualification Testing							· · · · · · · · · · · · · · · · · · ·				1
	1	Routine Testing				1					<u> </u>		<b>†</b>
		Commissioning Support											†
	1	WARRANTY AND FIELD SUPPORT	CITY VILLE	DESCRIPTION OF	10/08/10	Name and Park			STATE OF THE STATE			RECEIPTED	Real Property
	Ť T	Warranty Management				1							
	İ.	Field Support Services										<b> </b>	
			CELL THE SELL	all of Equal		Car College	District Co.			THE REAL PROPERTY.			EKS ESSI
3 200		TOTALS		0		Establish St.	0	The state of					\$ -

#### R34211 U.S. Employment Plan Worksheet for Contractors

A	В	C	D	E	F	G	Н		IJ	K	lL .	м	N
U.S. Location Option 1		Work Category	Job/Skill Category	Equivalent Jobs (FTEs)	Start Date	End Date	Total Man Months	Hourly Pay Rate	Annual Base Payper Worker Assuming 2080 hours	Monthly Direct Full-Time cost per employee	Monthly Fringe Benefits Cost Per Employee	Total Monthly Cost Per Employee	Project Cost Fo Employment
City	State					<del>                                     </del>	1	-			1	(K+L)	(H*M)
		ADMINISTRATION	man based on the		Charles and the		2		-		The state of the s	9-10-10	STATE OF THE PARTY OF
		Direct Project Management									· ·		
		Project Support (finance, scheduling, etc.)											
		Puchasing and Material Management							1				
		Facility Support Services		1	1	Ī					1		
		Administrative Support											
		DESIGN (ENGINEERING)	Carried State	Contract of the	ALC: N						COLUMN TO SERVICE STREET		BIOLINES CO.
		Design Engineering										,	
		Production Engineering				1							
		Drafting/ Modeling											
		MANUFACTURING						THE REAL PROPERTY.	SECTION 1				
		Carshell Sub-assembly fabrication											
		Carshell Assembly											
		Painting, glazing and Finishing											
		Truck Parts Fabrication											
		Truck Assembly and Finishing											
		FINAL ASSEMBLY											THE REAL PROPERTY.
		Carbody Equipment Installation (cab, interiors, piping, wiring etc.)			:								
		Installation of systems (HVAC, Propulsion, Brakes, Aux. Electric etc.)											
		Truck Installation											
	↓	QUALITY ASSURANCE							COLUMN TO SERVICE STREET	THE RESERVE			
	↓	Quality Management		ļ						,			
	₩	inspection											
	₩	TESTING AND COMMISSIONING	Section 1911		Contract of the last						X-5-1		
	-	Qualification Testing											
	₩	Routine Static Testing											
	₩	Routine Dynamic Testing											ļ
	-	Commissioning											
	₩	WARRANTY AND FIELD SUPPORT	THE PROPERTY AND ADDRESS OF THE PARTY AND ADDR				Recorded		-	Name of Street	The Real Property lies	1	200
	+	Warranty Management				+	+						
	-	Field Support Services		-			+			-			
	₩	Parts Support											
		TOTALS		Spinession of the last		-	Secretary and the second	The second		STATE OF THE			
	1	TOTALS		. 0		E Sees III	0				A CONTRACTOR OF THE PARTY OF TH		\$ -

#### R34211 U.S. Employment Plan Worksheet for Subcontractors

A	В	С	D	E	F	G	Н	1	J	K	L	М	N
U.S. Location Option 1		Work Category	Job/Skili Čategory	Equivalent Jobs (FTEs)	Start Date	End Date	Total Man Months	Hourly Pay Rate	Annual Base Payper Worker Assuming 2080 hours		Monthly Fringe Benefits Cost Per Employee	Total Monthly Cost Per Employee	Project Cost For Employment
City	State											(K+L)	(H°M)
	T	ADMINISTRATION	COLUMN TO THE	Resident Land	District Control					District Control	Mark Street		D 42 112
		Direct Project Management						I					
		Project Support (finance, scheduling, etc.)											
		Puchasing and Material Management											T
		Facility Support Services											
		Administrative Support		I		T							1
		DESIGN (ENGINEERING)						<b>CALLISI</b>			TAX STATE	E STATE OF THE PARTY OF THE PAR	THE PERSON
		Design Engineering										1	
		Production Engineering				T	1	1					
	T	Drafting/ Modeling				Ī	1						
		MANUFACTURING	One cash of the			The same							
		Parts and Subassembly Manufacturing											1
	T	Final Assembly				1					1		1
	T	Finishing				1					1		
		QUALITY ASSURANCE								C WIND			
		Quality Management								1		1	T
		Inspection				1		1					
		TESTING AND COMMISSIONING						ALC: NO PERSONS	The second	Garage Control	Bioline	F 47 - 7 - 12	0.00000
		Qualification Testing											T
		Routine Testing											
	L .	Commissioning Support									1		
	T	WARRANTY AND FIELD SUPPORT	WAR THE PARTY OF T		( Name :								
		Warranty Management											
		Field Support Services											
	-	TOTALS		0		LAN							GHINNE.
		TOTALO		0									\$

#### R34211 U.S. Employment Plan Worksheet for Contractors

A	В	C	D	E	F	G	H	1	J	K	L	М	N
U.S. Location Option 2		Work Category	Job/Skill Category	Equivalent Jobs (FTEs)	Start Date	End Date	Total Man Months		Annual Base	Monthly Direct Full-Time cost	Monthly Fringe Benefits Cost Per Employee	Total Monthly Cost Per Employee	Project Cost Fo Employment
City	State											(K+L)	(H°M)
		ADMINISTRATION		Charles and the			ALCOHOLD IN	THE REAL PROPERTY.	A STATE OF THE PERSON NAMED IN		Distance in con-	DESCRIPTION OF REAL PROPERTY.	
		Direct Project Management											
		Project Support (finance, scheduling, etc.)											
	-	Puchasing and Material Management											
	-	Facility Support Services									+		<del>                                     </del>
	<del>                                     </del>	Administrative Support											t
	_	DESIGN (ENGINEERING)					Part Control of the C		The Real Property lies		The same of the same of	THE RESERVE TO BE A SECOND	Service Services
	-	Design Engineering											
	<del>                                     </del>	Production Engineering				<u> </u>	<del>                                     </del>	<del> </del>					1
		Drafting/ Modeling					<b>-</b>						1
	$\vdash$	MANUFACTURING	THE RESERVE OF THE PERSON NAMED IN	VIII - 12% - 5		Miles de Carlos							
	<del> </del>	Carshell Sub-assembly fabrication											
	+	Carshell Assembly		<del> </del>		<b>†</b>	<u> </u>				<del>                                     </del>		<del> </del>
	<del>                                     </del>	Painting, glazing and Finishing									<del>                                     </del>	<del> </del>	+
	-	Truck Parts Fabrication				_	<b>†</b>				t		<del> </del>
		Truck Assembly and Finishing				†	<b>†</b>					-	1
	<b>—</b>	FINAL ASSEMBLY		Colors and the last	Decree of the last			The second second	Marie Control	STATE OF THE PERSON NAMED IN			fidadopasa.
		Carbody Equipment Installation (cab, interiors, piping, wiring etc.)											
		Installation of systems (HVAC, Propulsion, Brakes, Aux. Electric etc.)											
		Truck Installation											
		QUALITY ASSURANCE		No. of Lot					The second second	To the second			
	I	Quality Management											
		Inspection											
		TESTING AND COMMISSIONING	Eller Blk					No. of Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other party of the Concession, Name of Street, or other pa	A STATE OF THE PARTY OF THE PAR		THE PERSON NAMED IN	The Real Property lies	THE REAL PROPERTY.
		Qualification Testing											
		Routine Static Testing						l I					
		Routine Dynamic Testing											[
		Commissioning											
		WARRANTY AND FIELD SUPPORT	10000	TR. MISSING	EXSTRACT OF		Maria Cal	SUS OF SE	SHEETING IN	The second second	10 mg (1)	MINUTED IN	SECTION STATE
		Warranty Management											
		Field Support Services						I					
		Parts Support											
					Name and Address of the Owner, where the Owner, which is th	ALC: NO		CONTRACTOR OF STREET	NAC CHES	See all plants			THE PARTY NAMED IN
		TOTALS		0		The state of	0			STATE OF THE PARTY	100	100000000000000000000000000000000000000	\$ -

#### R34211 U.S. Employment Plan Worksheet for Subontractors

A	В	C	D	E	F	G	]H	l	J	K	L	М	N
U.S. Location Option 2		Work Category	Job/Skill Category	Equivalent Jobs (FTEs)	Start Date	End Date		Rate	Annual Base Payper Worker Assuming 2080 hours	Full-Time cost	Monthly Fringe Benefits Cost Per Employee	Total Monthly Cost Per Employee	Project Cost For Employment
City	State					<del>                                     </del>	<del> </del>					(K+L)	(H°M)
<u> </u>		ADMINISTRATION	State of the later	D2 53		Description of	State			THE RESERVE	The second second	(1112)	(11 m)
	1	Direct Project Management											
		Project Support (finance, scheduling, etc.)											
		Puchasing and Material Management											
		Facility Support Services											
		Administrative Support											
		DESIGN (ENGINEERING)	A Part of the last	THE RESERVE		ELECTRICAL CONTRACTOR							
		Design Engineering											1
	<u> </u>	Production Engineering											
	_	Drafting/ Modeling				L	1					1	
		MANUFACTURING		CHARLES !				المالية					
		Parts and Subassembly Manufacturing				1							
		Final Assembly											
		Finishing											
		QUALITY ASSURANCE								THE RES			
		Quality Management											
		Inspection									Ī	T	
		TESTING AND COMMISSIONING			7 5 5 7								S TVS
		Qualification Testing											
		Routine Testing									Ī		
		Commissioning Support											
		WARRANTY AND FIELD SUPPORT					Charles of	THE REAL PROPERTY.		State of the last	STATE OF THE PARTY OF	The same of the last	The Street of the
		Warranty Management											
		Field Support Services											
	Ī		April Control									Section 1	
		TOTALS	Market Street	0	RESERVED STR		0						\$ -



### **ATTACHMENT 21**

UNITED STATES EMPLOYMENT PLAN
CERTIFICATIONS FOR CONTRACTORS AND
SUBCONTRACTORS

# U.S. EMPLOYMENT PLAN CONTRACTOR CERTIFICATION

I [name of corporate officer] certify that the information provided in the U.S. Employment Plan submitted by [name of Proposer] constitutes a fair and reasonable estimation of the U.S. jobs that will be retained or created in performance of the Contract, and that [name of Proposer] has an internal Cost Accounting System that, during the course of performance of the Contract, shall provide for the segregation and measurement of work hours and labor costs for work performed in the United States directly associated with the performance of the Contract, and that said Cost Accounting System will enable accurate verification of the information provided in the U.S. Employment Plan submitted by Proposer to the Authority with its Proposal, and of the reports to be provided by the Proposer to the Authority (if awarded the Contract), pursuant to the U.S. Employment Program.

Executed on	,	2016 at		
	Date	•	Location	
Typewritten c	or Printed Name	Signat	ure of Corporate	 Title
Typownition	i i iiiica i iaiic	Officer	•	TILLO

#### U.S. EMPLOYMENT PLAN

#### SUBCONTRACTOR/SUPPLIER CERTIFICATION

I [name of corporate officer] certify that the information provided in the U.S. Employment Plan submitted by [name of Subcontractor] constitutes a fair and reasonable estimation of the U.S. jobs that will be retained or created in performance of the Contract, and that [name of Proposer] has an internal Cost Accounting System that, during the course of performance of the Contract, shall provide for the segregation and measurement of work hours and labor costs for work performed in the United States directly associated with the performance of the Contract, and that said Cost Accounting System will enable accurate verification of the information provided in the U.S. Employment Plan submitted by Proposer to the Authority with its Proposal, and of the reports to be provided by the Proposer to the Authority (if awarded the Contract), pursuant to the U.S. Employment Program.

Executed on	, 2016 at	
Date	Location	
Ψ.		
Typewritten or Printed Name	Signature of Corporate	Title
	Officer	