

RFQ-4

RFP _____

Contractor's Full Legal Name _____

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM
INSTRUCTIONS¹**

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed by all proposers. The person who completes the Contractor Responsibility Form on behalf of the submitting proposer must provide his/her title, telephone/fax number and e-mail address in Part II of the questionnaire. The person who signs the questionnaire on behalf of the submitting proposer should be either Chief Executive, Executive Director, Chief Administrator, President, Vice President, Treasurer, Secretary, Chair of the Board of Directors, or the principal owner or officer responsible for administering the submitting proposer's contract.
2. For purposes of this questionnaire, the terms "Contractor," "bidder," and "bidder/proposer" refer to both a bidder/proposer.
3. For all questions, matters on appeal must be disclosed.
4. Unless otherwise noted, all questions relate to the previous ten (10) years.
5. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
6. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
7. This form includes:
 - a. Contractor representations and obligations (Part III) which (a) apply to Contractor's bid/proposal. If any representation is not accurate and complete at the time Contractor signs this form, Contractor must, as part of its proposal, identify the provision and explain the reason in detail on a separate sheet, as provided in Part III; and

¹ PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

The information the Contractor is providing on this application, including information about Key People, is requested pursuant to the New York State Public Authorities Law for the purposes of determining the Applicant Firm's responsibility for a contract award. Failure to provide the specified information and authorization requested may, in the sole discretion of the MTA, prevent your firm's award of a contract by the MTA and/or its agencies. The information will be kept in a file maintained by MTA and its agencies or other files maintained under the authority of MTA and its agencies. Information which, because of any name, number, symbol, mark or other identifier, can be used to identify a person, shall be received, maintained and used by the MTA and its agencies solely for the above-stated purposes and will be protected from public disclosure to the fullest extent permitted by law.

No alterations, changes, modifications, substitutions of any kind, in whole or in part shall be made to this document by Consultant including, but not limited to, white-outs, cross-outs, reformatting, paraphrasing, summarizing, or deleting.

- b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
8. The Authority reserves the right to inquire further with respect to Contractor's responses; and Contractor consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the Authority. Any response to this document prior or subsequent to Contractor's proposal which is or may be construed as unfavorable to Contractor will not necessarily automatically result in a negative finding on the question of Contractor's responsibility or a decision to terminate the Contract if it is awarded to Contractor.
9. Definitions:
- a. Affiliate: An entity in which the parent of the submitting contractor owns more than fifty (50) % of the voting stock and/or an entity in which a group of principal owners or officers that owns more than fifty (50) % of the submitting contractor also owns more than fifty (50) % of the voting stock.
 - b. Authority: refers to the MTA and/or MTA subsidiary or affiliate to which the Contractor is submitting its bid or proposal and/or which is awarding the contract sought.
 - c. Control: The submitting contractor is controlled by another entity when: (1) the other entity holds ten (10) % or more of the voting stock of the submitting contractor; or (2) the other entity directs or has the right to direct daily operations. The submitting contractor controls another entity when: (1) it holds ten (10) % or more of the voting stock of the other entity; or (2) it directs or has the right to direct daily operations.
 - d. Government agency(ies): include city, state, federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, public benefit corporations and local development corporations.
 - e. Integrity Monitor: includes an Independent Private Sector Inspector General ("IPSIG"), or any independent private sector firm with legal, audit, investigative and loss prevention skills, employed by an organization or government entity, either voluntarily or by compulsory process, to monitor an entity's business activities to ensure compliance with relevant laws and regulations, as well as to uncover and report unethical or illegal conduct within and against the entity.
 - f. Joint Venture: a business undertaking by two or more persons, corporations or other legal entities engaged in a single defined project. The necessary elements are: (1) an express or implied agreement; (2) a common purpose the group intends to carry out; and (3) shared profits and losses.
 - g. Managerial employees or managerial capacity: Employees in a supervisory capacity who, either by virtue of their title or their duties, operate with discretion over solicitation, letting, or management of contracts with public agencies.
 - h. Metropolitan Transportation Authority ("MTA") subsidiary or affiliate includes: New York City Transit Authority ("NYCT"), Manhattan and Bronx Surface Transit Operating

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Authority (“MaBSTOA”), Staten Island Rapid Transit Operating Authority (“SIRTOA”), Triborough Bridge and Tunnel Authority (“TBTA”), Metro-North Commuter Railroad Company (“MNCR”), Long Island Rail Road (“LIRR”), Metropolitan Suburban Bus Authority (“MSBA”), MTA Bus Company (“MTA BC”), MTA Capital Construction (“MTACC”) and First Mutual Transportation Assurance Company (“FMTAC”).

- i. Officer: Any individual who serves as or performs the functions of chief executive officer, chief financial officer, or chief operating officer of the submitting contractor, without regard to such individual’s title. president, vice president, secretary, treasurer, board chairperson, trustee (individual or entity who administers a trust) or their equivalents.
- j. Parent: Any entity including, but not limited to any individual, partnership, joint venture or corporation which owns (50) % or more of the voting stock of another entity.
- k. Principal Owner: An individual, partnership, joint venture or corporation that holds a ten (10) % or greater ownership interest in a submitting contractor or subcontractor.
- l. Share: To have space, staff, equipment, expenses, or use such items, in common with one or more other entities.
- m. Significant Adverse Information: includes but is not limited to an unsatisfactory final performance evaluation on a contract with any MTA agency within the immediate prior three (3) years, an uncured interim unsatisfactory rating on a contract with any MTA agency, or an answer of “yes” to any question in Part IV herein.
- n. Subcontract: An agreement between an individual or entity that is a party to a contract and another individual or entity which is for the provision of goods, services or construction pursuant to that contract, and has a value that when aggregated with the values of all other such agreements with the same individual or entity and subcontractor during the immediately preceding twelve (12) month period is valued at one million dollars (\$1,000,000) or more, and in special circumstances involving agreements of \$100,000 or more.
- o. Submitting Contractor: The entity submitting the Contractor Responsibility Form.
- p. Subsidiary: An entity in which the majority of the voting stock is owned by a parent.

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PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: _____
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: _____
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): _____

If the Contractor is a Joint Venture, or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Contractor Responsibility Form.

- (1) Partner/Party name: _____
TIN, EIN, or SSN: _____
Percentage of Ownership: _____
- (2) Partner/Party Name: _____
TIN, EIN, or SSN: _____
Percentage of Ownership: _____

- D. State or country under whose laws Contractor is organized and year organized: _____
- E. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or "DBA", name, trade name or abbreviation other than the Contractor's name or TIN, or EIN number listed in Part I.B. above?

- F. Contractor's mailing address: _____

- G. Contractor's street address (complete only if different than "F"): _____

- H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)? _____
- I. Contractor's telephone number: _____ Fax number: _____
Email address: _____

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PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

- A. Name: _____
- B. Employer/Title: _____
- C. Telephone number: _____ Fax number: _____
- D. Email address: _____ Mobile number: _____

PART III. CONTRACTOR REPRESENTATIONS: If for any reason a representation on this questionnaire is not accurate and complete as of the time Contractor signs this form, Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, Contractor represents that the following statements are complete and accurate:

Please check this box if a separate sheet is attached:

A. Statement of non-collusion as required by Section 2878 of the Public Authorities Law:

- (1) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2) A bid shall not be considered for award nor shall any award be made where (1) (a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

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The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

B. Statement of no-conflict of interest:

- (1) No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/Contract.
- (2) Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
- (3) In the event Contractor has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instructions it receives from the Chief Procurement Officer in regard to remedying the situation.

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C. The following questions apply to any bid, proposal, or contract between Contractor and the City or State of New York, any other state, any public authority or other public entity, the United States government, the MTA, and MTA affiliates and subsidiaries. (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet annexed hereto). Please check this box if a separate sheet is attached:

The following questions apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

(1) Within the past five (5) years, has Contractor been declared not responsible?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(5) Has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract?	NO <input type="checkbox"/> YES <input type="checkbox"/>

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<p>(7) Within the past five (5) years, have Contractor's safety practices/procedures been evaluated and ruled as less than satisfactory by the City or State of New York, any other state, any public authority or any public entity, the United States government, the MTA, MTA affiliates or subsidiaries?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>(8) Has Contractor's Workers Compensation Experience Rating been 1.2 or greater at any time in the last five (5) years? If "yes", please explain.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

D. Consent to the jurisdiction of New York courts and to service of process:

- (1) If Contractor is not organized under the laws of the State of New York, Contractor consents to the jurisdiction of the Courts of the State of New York and to the jurisdiction of any federal court located within the City of New York, with respect to any matter pertaining to Contractor's bid/proposal and, if the Contract is awarded to Contractor, to the Contract.
- (2) Contractor agrees that service of process in any judicial or administrative action may be made upon it by certified mail, return receipt requested, sent to the mailing address for Contractor specified above.
- (3) Contractor agrees that any judicial or administrative action or proceeding commenced by Contractor against the Authority shall only be commenced in a state or federal court or agency located within the City of New York.

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PART IV. QUESTIONS WHICH MUST BE ANSWERED BY "YES" or "NO": (In the event of a "YES," Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.)

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor; iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

<p>A. Within the past ten (10) years, has been convicted of or pleaded nolo contendere to (1) any felony or (2) a misdemeanor related to truthfulness in connection with business conduct.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>B. Has pending before any state or federal grand jury or court an indictment or information of the commission of a crime which has not been favorably terminated.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>C. Is the subject of a pending investigation by any grand jury, commission, committee or other entity or agency or authority of any local, state, or the federal government in connection with the commission or alleged commission of a crime.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>D. Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government agency, any public authority or any other public entity.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

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<p>E. Within the past five (5) years, has refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>F. Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into any contract with any public entity or public authority within the State of New York because, within the past five (5) years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of New York, any political subdivision of the State of New York, or a public authority or a public department, agency or official of the State of New York or of a political subdivision of the State of New York, when called before a grand jury or other state or local department, commission or agency which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither that person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>G. Has within a ten (10) year period preceding this Bid/Proposal been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bid/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

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PART V. ADDITIONAL QUESTIONS: In the event of a “Yes”, Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.

A. List the name, title, and home and business address of each person or legal entity which has a 10% or more ownership or control interest in Contractor:

Name: _____

Title: _____

Home address: _____

Business address: _____

B. List the name, title, and home and business address of each director and principal officer of Contractor:

Name: _____

Title: _____

Home address: _____

Business address: _____

C. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?

NO YES

D. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?

NO YES

E. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?

NO YES

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<p>F. In the past five (5) years, have there been any judgments, injunctions, or liens of \$100,000 or more, including but not limited to, judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>G. Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>H. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>I. Does the Contractor own or rent office space? Please provide details.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>J. Does any principal owner or officer of the Contractor, or any member of his/her immediate family, have an ownership interest in any entity that holds the title or lease to any real property used by the Contractor?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>K. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>L. Contractor is required to provide a list of contracts as requested in (1) and (2) below. For each of the contracts listed in (1) and (2) below, Contractor shall provide a brief description of the work performed, the contract number, the dollar amount at award and at completion, date completed, and the name and telephone number of the owner's representative:</p>	

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(1) List all contracts completed during the last three (3) years. If more than three (3) contracts have been completed in the past three (3) years, list the last three (3) contracts completed.

a. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

b. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

c. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

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(2) List each contract completed by Contractor during the last three (3) years for which liquidated damages or penalty provisions were assessed against Contractor for failure to complete the work on time or for any other reason. Contractor is required to provide an explanation of the circumstances for each contract.

a. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

b. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

c. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

M. Furnish the following information for each contract for which, during the last three (3) years, the Contractor was:

- (1) Terminated for default; or
- (2) Sued to compel performance; or
- (3) Sued to recover damages, including, without limitation, upon an alleged breach of contract, misfeasance, error or omission or other alleged failure on Contractor's part to perform as required by the contract; or
- (4) Called upon a surety to perform the work; or
- (5) Required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract; or
- (6) Required to draw on a letter of credit in lieu of a performance bond.

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a. Brief description of work performed: _____

 Contract number: _____
 Dollar amount of award: _____
 Date completed: _____
 Name/Telephone number of company and owner's representative:

If none of the above situations occurred during the last three (3) years, state "NONE" here:

N. List all Contractor employees: (Attach additional sheets as needed)

(1) Who are currently employees of MTA or any MTA subsidiary or affiliate:

Name: _____

Currently employed by: (check as appropriate)

- | | | | | |
|-------------------------------|-------------------------------|----------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> MTA | <input type="checkbox"/> NYCT | <input type="checkbox"/> MaBSTOA | <input type="checkbox"/> SIRTOA | <input type="checkbox"/> MNCR |
| <input type="checkbox"/> LIRR | <input type="checkbox"/> MSBA | <input type="checkbox"/> TBTA | <input type="checkbox"/> MTACC | <input type="checkbox"/> MTA BC |

Name: _____

Currently employed by:

- | | | | | |
|-------------------------------|-------------------------------|----------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> MTA | <input type="checkbox"/> NYCT | <input type="checkbox"/> MaBSTOA | <input type="checkbox"/> SIRTOA | <input type="checkbox"/> MNCR |
| <input type="checkbox"/> LIRR | <input type="checkbox"/> MSBA | <input type="checkbox"/> TBTA | <input type="checkbox"/> MTACC | <input type="checkbox"/> MTA BC |

Name: _____

Currently employed by:

- | | | | | |
|-------------------------------|-------------------------------|----------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> MTA | <input type="checkbox"/> NYCT | <input type="checkbox"/> MaBSTOA | <input type="checkbox"/> SIRTOA | <input type="checkbox"/> MNCR |
| <input type="checkbox"/> LIRR | <input type="checkbox"/> MSBA | <input type="checkbox"/> TBTA | <input type="checkbox"/> MTACC | <input type="checkbox"/> MTA BC |

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(2) Who within the past two (2) years have been MTA or any MTA subsidiary or affiliate employees who were involved on behalf of Contractor with the preparation of this bid/proposal or would be involved in the performance of the contract if it is awarded to Contractor.

Name: _____

Currently employed by:

- MTA NYCT MaBSTOA SIRTOA MNCR
 LIRR MSBA TBTA MTACC MTA BC

Name: _____

Currently employed by:

- MTA NYCT MaBSTOA SIRTOA MNCR
 LIRR MSBA TBTA MTACC MTA BC

O. Omitted

P. Does Contractor have a subsidiary or affiliate? NO YES

Q. Is Contractor a subsidiary of another entity? NO YES

R. Within the past five (5) years or currently, does Contractor, any director, officer, principal, managerial employee of Contractor, or any person or entity with a 10% or more interest in Contractor have an interest of 10% or more in any other firm or legal entity? NO YES

S. If the answer to P, Q or R is "YES," would Contractor's answers pertaining to Part V Questions A through M above be the same for each such parent, subsidiary, affiliate, firm or legal entity? If not, please provide a full explanation on a separate sheet of paper. NO YES

T. Omitted

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U. Does your firm comply with New York State Education Law Section 7209 with respect to the firm's authorization to practice engineering in the State of New York. (Check "Yes" or "No", as appropriate.)	NO <input type="checkbox"/> YES <input type="checkbox"/>

Contractor must sign here: _____
Authorized Signature

Date: _____

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RFQ-4; Supplement A

RFP

ATTESTATION REGARDING GUIDELINES FOR CONFLICTS OF INTEREST AND UNFAIR ADVANTAGE ON AUTHORITY PROCUREMENTS

The Authority has established the following guidelines for your information and use if you elect to participate in our procurement process for design-bid-build and design-build projects, either as a prime Consultant or any tier Subconsultant. Such guidelines are required to be reviewed.

The Authority will rely on the consultants to identify a potential conflict of interest or unfair advantage and notify the Authority. All consultants participating in a procurement process have an obligation to disclose a potential conflict of interest or unfair advantage. If uncertain about whether a conflict or unfair advantage exists, consultants should request a determination from the Authority. Any potential conflicts of interest or unfair advantage must be timely identified and brought to the attention of the Authority to avoid delay to the procurement. Notwithstanding the provisions below, the Authority may make exceptions on a case-by-case basis. The following is not inclusive of every scenario.

1. Consultants who perform value engineering, peer reviews, constructability reviews, scoping or other design reviews (reviews that might be performed on a project design to ensure that the project is buildable, biddable and maintainable) for a project are not precluded from proposing on the subsequent design, design-build, Construction Administration and Inspection (CA&I) or Quality Oversight contracts for that project, as long as the documentation produced for the review or study is part of the RFP or made available to all proposers. These Consultants are also not precluded from providing independent Construction Inspection (CI) services or other services to the Design-Builder. (See Paragraph 4 below)
2. Consultants who provide conceptual designs (up to 10% level of completion of design drawings) for a design-build project may pursue the subsequent TBTA design-build, CA&I, or Quality Oversight contracts for the same project. These Consultants are also not precluded from providing independent CI services or other services to the Design-Builder. (See Paragraph 4 below).
3. Consultants who developed the RFP or other procurement documents for any TBTA contract are prohibited from proposing on that contract as a prime Consultant or Subconsultant, or from providing any services to the Design-Builder for that contract.
4. Consultants providing services (including design and independent CI) to the Design-Builder for a design-build project, may not propose on CA&I or Quality Oversight contracts for the same project or provide any services to TBTA on that project.
5. In general, Consultants who perform Risk Assessments for a project are prohibited from providing services to a Contractor or Design Builder for that project. Exceptions may apply and will depend on the type of project.
6. Consultants performing a Study or Investigation are not precluded from proposing on the subsequent design, design-build, Construction Administration and Inspection (CA&I) or Quality Oversight contracts for that project, as long as the documentation produced under that (study,

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investigation, etc.) contract is part of the RFP or made available to all proposers during the design solicitation process. These Consultants are also not precluded from providing independent CI services or other services to the Design-Builder. (See Paragraph 4.)

7. A consultant that is the Engineer of Record on a design-bid-build project that provided the conceptual design or the Design Brief, where the project is switched to design-build, may propose on the design-build contract or provide services to the Design-Builder.
8. Recognizing that contracts for a Design-Build project may be procured on parallel timelines, Consultants may simultaneously pursue and submit Expressions of Interest or RFP proposals for more than one contract on a Design-Build project. For example, a Consultant may pursue a role on the Design Build Team and a role as the Design-Build Quality Oversight Consultant, however if a Consultant is selected for one contract, it will automatically be removed from consideration for the remaining contract.
9. A Consultant shall not perform design review services on a project where it has provided design services.

Mitigation, “Fire walls” and Audit Rights:

In some cases it may be necessary to implement measures to mitigate any adverse effects arising from a real or perceived conflict of interest or unfair advantage. These measures may include: Ensuring equal access to the following types of information that may be used in the preparation of a bid or RFP.

- all preliminary studies, baseline reports and environmental studies;
- geotechnical information, including source data and interpretive reports;
- mapping of surface and subsurface features;
- topographic and legal surveys (required);
- utility information, including relocation plans and clear definition on any betterments;
- geo-environmental information;
- property information, including easements;
- planning information for any adjacent developments in process;
- design drawings and specifications, to the highest level that currently developed; and
- as-built engineering drawings (e.g. where project is being expanded or extended)

In some cases it may be necessary for TBTA, at its discretion, to direct the Consultant to establish ethical “fire walls” within the Consultant’s organization, to separate and isolate persons who are participating in a proposed team from persons who are privy to undisclosed information that they have obtained while working for the Authority. The Consultant may also be required to sign a Non-Disclosure Agreement. Ethical fire walls should meet the following guidelines:

- all parties should be notified in writing of the potential conflict of interest or unfair advantage, the affected persons and the restrictions that will be put in place;
- the persons in possession of the undisclosed information and the consulting firm shall enter into a non-disclosure agreement with the Authority, specifically restricting the

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disclosure of project information or non-public information to anyone, unless authorized by the Authority;

- all physical and electronic files should be secured properly against unauthorized access;

The Authority have the right to audit the service provider's conflict of interest or unfair advantage mitigation measures, where a conflict of interest is identified and such measures are put in place, at agreed upon intervals depending on the nature and timing of the project. The Authority shall have the right to conduct unannounced spot audits of such mitigation measures.

Your signature on this supplement affirms that you agree and attest that you have read these guidelines and that you will abide with these guidelines.

Proposer's signature _____

Date: _____

Print Name: _____

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RFQ-4; Supplement B (Lobby Law)

RFP

NEW YORK STATE LOBBYING LAW OF 2005

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the “Lobbying Law”) makes major changes to the development of procurement contracts with government entities, including the Authority. The Lobbying Law amends the New York State Legislative Law and the New York State Finance Law relative to lobbying and/or other contacts with government agencies on behalf of bidders or proposers (collectively referred to as “offerers”) concerning government procurement initiatives. Specifically, the Lobbying Law created two new sections in the State Finance Law (the “New State Finance Law”): Section 139-j, which restricts the types of “contacts” that offerers may make to a governmental entity during the procurement process; and Section 139-k, which requires that offerers disclose prior findings of non-responsibility based either upon violations of Section 139-j of the State Finance Law or for having provided false or incomplete information to a governmental entity.

RFQ-4; Supplement (Lobby Law), COMPLIANCE WITH NEW YORK STATE FINANCE LAW SECTIONS 139-j AND 139-k, Disclosure of Prior Non-Responsibility Determinations Form and Bidder’s/Proposer’s Affirmation and Certification, is attached and made part of this solicitation package in compliance with the requirements of the New State Finance Law. The proposer shall complete RFQ-4; Supplement (Lobby Law) forms and submit them with your proposal. Failure to complete and submit both forms shall result in a determination of non-responsiveness and may disqualify the proposal, thereby precluding the Authority from awarding the contract to the proposer.

For additional information, all offerers are urged to contact the New York State Office of General Services at (518) 474-5607, or via their website at:

<http://ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.asp>.

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**COMPLIANCE WITH NEW YORK STATE FINANCE LAW
SECTIONS 139-j and 139-k**

**NEW YORK STATE FINANCE LAW SECTION 139-j – RESTRICTIONS ON
CONTACTS DURING THE PROCUREMENT PROCESS**

Effective January 1, 2006, all procurements by the Authority in excess of \$15,000 annually, are subject to the requirements of Sections 139-j and 139-k of the New York State Finance Law.

Section 139-j of the State Finance Law restricts the extent and nature of contacts that bidders/proposers (a/k/a “offerers”) may make or initiate with the Authority concerning a procurement while that procurement is pending. Section 139-j, subdivision 3 of the State Finance Law requires that offerers shall make only permissible contacts (defined as oral, written or electronic communications with the Authority intended to influence an procurement) with the Authority concerning a procurement, by contacting the designated point of contact only, except in certain designated cases including the submission of written proposals in response to a solicitation, submission of written questions to the designated contact person when all such written questions and responses thereto are to be disseminated to all other offerers who have expressed interest in the procurement, or communications related to contract negotiations after being notified of the tentative award of a procurement.

Section 139-j, subdivision 6 of the State Finance Law requires that the Authority incorporate a summary of the policy concerning permissible contacts during procurements into all solicitations of proposals or bid documents or specifications for procurement contracts subject to the requirements of Sections 139-j and 139-k of the State Finance Law. Further, the Authority is required to obtain written affirmations from all offerers that they understand and agree to comply with the policy relative to permissible contacts during a governmental procurement.

Section 139-j, subdivision 8 of the State Finance Law requires that members, officers and employees of the Authority report violations of the policy regarding permissible contacts by offerers to the appropriate official responsible for reviewing or investigating such matters. A finding that an offerer knowingly and willingly violated the requirements of Section 139-j may result in a determination of non-responsibility, thereby making the offerer and its subsidiaries, affiliates and related entities ineligible for award of the contract. Subsequent determinations of non-responsibility based upon a violation of Section 139-j of the State Finance Law will result in the offerer being ineligible to submit a bid or proposal on any future procurement contract for a period of four (4) years. Finally, the Authority is required to notify the New York State Office of General Services (“OGS”) of any determinations of non-responsibility or debarments due to violations of Section 139-j of the State Finance Law which, in turn, will be listed by OGS.

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NEW YORK STATE FINANCE LAW SECTION 139-k –

**DISCLOSURE OF CONTACTS AND PRIOR NON-REPPONSIBILITY
DETERMINATIONS**

Section 139-k, subdivision 2 of the State Finance Law requires that the Authority obtain specific information from offerers concerning prior non-responsibility determinations due to either (a) a violation of the requirements of State Finance Law Section 139-j or (b) an offerer's having intentionally provided false or incomplete information to a governmental entity. Section 139-k, subdivision 3 of the State Finance Law further requires that, in determining the responsibility of an offerer, the Authority must consider whether that offerer has failed to disclose accurate or complete information concerning prior non-responsibility determinations as required by Section 139-k, subdivision 2 of the State Finance Law. Further, except under certain circumstances, the Authority may not award any procurement contract to any offerer that fails to timely disclose accurate or complete information as required under Section 139-k, subdivision 2 of the State Finance Law.

THE REQUISITE BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION OF COMPLIANCE WITH THE POLICY REGARDING PERMISSIBLE CONTACTS AND DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS ARE ANNEXED

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DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Bidder/Proposer: _____

Address: _____

Name and Title of Person Submitting this Form: _____

(Please circle)

Has any governmental entity* made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years? No Yes

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j? No Yes

Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? No Yes

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete information? No Yes

* A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

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BIDDER’S/PROPOSER’S AFFIRMATION AND CERTIFICATION

By signing below, the Bidder/Proposer:

- a) Affirms that the Bidder/Proposer Understands and agrees to comply with the policy regarding permissible contacts in accordance with State Finance Law Sections 139-j and 139-k of New York State.
- b) Certified that all information provided to the Authority with respect to State Finance Law §139-j and §139-k is complete, true and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

Bidder/Proposer or Contractor/Consultant: _____
(Full Legal Name)

Address: _____

Business Telephone Number: _____

THE AUTHORITY’S RIGHT TO TERMINATE

The Authority reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor/Consultant, as Bidder/Proposer, in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.

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