

**SHORT FORM
CONTRACTOR RESPONSIBILITY DATA**

INFORMATION TO BE FURNISHED BY A BIDDER/PROPOSER

(Notes: For purposes of this questionnaire, the term "Contractor" refers both to a bidder/proposer and to the firm awarded the contract. **All questions on this questionnaire must be answered; do not leave blanks - where appropriate, state "None" or "Not Applicable" (N/A).** If additional space is required to fully respond to any questions, please add sheets to this questionnaire and reference the questions/answers appropriately). **The Authority reserves the right, after review of your submission, to request additional information or data other than requested herein.**

PART I. Identity of Contractor "Contractor"

- A Contractor's Full Legal Name: _____
 - B. Contractor's form of legal entity (corporation, partnership, joint venture, sole proprietorship, etc.): _____
 - C. State or country under whose laws Contractor is organized: _____
 - D. Contractor's federal taxpayer identification number: _____
 - E. Contractor's mailing address: _____
 - F. Contractor's street address (complete only if different than "E"): _____
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PART II. Contractor Representations and Obligations and Questions Which Must be Answered:

- A. The following provisions set forth:
 - i) Contractor representations and obligations (Part III) which: (a) apply to Contractor's bid/proposal; and (b) are deemed incorporated into the contract between the Contractor and Authority if the contract is awarded to Contractor. If any representation is not accurate and complete at the time Contractor signs this form, Contractor must, as part of its bid, identify the provision and explain the reason in detail in the space provided in Part III.
 - ii) Questions which Contractor must answer as part of its bid/proposal (Part IV).
- B. If during the performance of this Contract, either of the following occurs, Contractor shall promptly give notice in writing of the situation to the Authority's Chief Procurement Officer, and thereafter cooperate with the Authority's review and investigation of such information.
 - i) Contractor has reason to believe that any representation or answer to any question contained in this questionnaire was not accurate or complete at the time questionnaire

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was signed; or

- ii) Events occur or circumstances change so that an answer to any question in Part IV is no longer accurate or complete.

In the Authority's sole discretion, the following shall constitute grounds for the Authority to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if: i) Contractor fails to notify the Chief Procurement Officer as required by "B" above; ii) Contractor fails to cooperate with the Authority's request for additional information as required by "B" above; iii) Contractor, a Contractor director, officer, principal, or managerial employee or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or iv) significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, or an indictment or other allegation, that Contractor or a Contractor director, officer, principal, or managerial employee or owner of a 10% or more interest in Contractor, is involved in a criminal or other unlawful activity.

- C. 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 bid or 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.

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, in the space below Contractor must identify the provision and explain the reason in detail. If additional space is needed, add additional sheet(s) to this document. If this space is left blank, Contractor shall be deemed to have represented and warranted the accuracy and completeness of the representations on this questionnaire:

- A. Statement of non-collusion as required by Section 2878 of the Public Authorities Law: (If this statement is not accurate or complete, Contractor must explain in the space provided above):

By submission of this bid or proposal, the undersigned bidder/proposer and each person signing on its behalf 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 its knowledge and belief:

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- (a) The prices in this bid/proposal 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 proposer or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder or proposer and will not knowingly be disclosed by the bidder or proposer prior to opening, directly or indirectly, to any other bidder or proposer or to any competitor; and
- (c) No attempt has been made or will be made by the bidder or proposer to induce any other person, partnership or corporation to submit or not to submit a bid or proposal for the purpose of restricting competition.

A bid or proposal shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with, provided, however, that if in any case the bidder or proposer cannot make the foregoing certification, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed and notarized statement which sets forth in detail the reasons therefor. Where (a), (b) and (c) above have not been complied with, the bid or proposal 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.

The fact that a bidder or proposer (1) has published price lists, rates, or tariffs covering items being procured, (2) 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 (a), (b) and (c) above.

B. Statement of no-conflict of interest: (If this statement is not accurate or complete, Contractor must explain in the space provided above)

- (a) 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 which consist of the New York City Transit Authority, Manhattan & Bronx Surface Transit Operating Authority, Staten Island Rapid Transit Operating Authority, Metro-North Commuter Railroad, Long Island Rail Road, Triborough Bridge and Tunnel Authority, Metropolitan Suburban Bus Authority, MTA Capital Construction Company, and the MTA Bus Company: 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.
- (b) Contractor covenants that neither Contractor nor, to the best of Contractor's

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knowledge after diligent inquiry, any director, officer, owner or employee of 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.

- (c) In the event Contractor has no prior knowledge of a conflict of interest as set forth in "a" and "b" 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.
- C. The following statements 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 Metropolitan Transportation Authority ("MTA"), and MTA's affiliates and subsidiaries which are the New York City Transit Authority, Manhattan & Bronx Surface Transit Operating Authority, Staten Island Rapid Transit Operating Authority, Metro-North Commuter Railroad, Long Island Rail Road, Triborough Bridge and Tunnel Authority, Metropolitan Suburban Bus Authority, MTA Capital Construction Company, and the MTA Bus Company. (If this statement is not accurate and complete, Contractor must explain in the space provided above.)
- (a) Contractor has not been declared not responsible.
- (b) Contractor has not been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting.
- (c) Contractor is not and has not been a defaulter, as principal, surety or otherwise.
- (d) The governmental or other public entity has not requested or required enforcement of any of its rights under a surety agreement on the basis of a Contractor default or in lieu of declaring Contractor in default.
- (e) Contractor is not in arrears upon a contract or debt.
- (f) There is no proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract.
- (g) Statements a, b, c, d, e and f above also apply to: i) Contractor's parent, subsidiaries and affiliates (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; iii) Contractor's directors, officers, principals, and 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 or managerial employee of

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Contractor, or by any person or entity with a 10% or more interest in Contractor; or v) any parent, subsidiary or affiliate of any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal or managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

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

- (a) 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.
- (b) 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.
- (c) 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.

PART IV. Questions Which Must Be Answered By "YES" or "NO" (In the event of a "Yes", 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; ii) Contractor's parent; iii) any Contractor subsidiary or affiliate; iv) any joint venture (including its individual members) or any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates; v) any legal entity, or parent, subsidiary or affiliate of any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal or managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor; or vi) any person who is a director, officer, principal, or managerial employee, or person or entity with a 10% or more interest in any of the aforesaid:

- A. Has been convicted by plea or verdict of guilty of, or pleaded nolo contendere to, a misdemeanor or felony in any federal, state or local court. YES NO
- B. Have pending before any state or federal grand jury or court an indictment or information for the commission of a crime which has not been favorably terminated.

YES NO

- C. Is the subject of a pending investigation by any grand jury, commission, committee or other

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entity or agency or authority of any state or the federal government in connection with the commission or alleged commission of a crime.

YES NO

- 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 governmental entity, any public authority or any other public entity.

YES NO

- E. Within the past five years, has refused to testify or to answer any question concerning a bid or contract with any federal, state, or local governmental entity, 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.

YES NO

- 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 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.

YES NO

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PART V. Additional Information:

Relevant Project References For reference purposes, provide the information requested below for each contract completed during the last three years or, if less than three contracts have been completed during the last three years, list the last three contracts completed.

1. Brief Description of Work Performed: _____

Contract Number: _____

Dollar Amount of Award: _____

Dollar Amount at Completion: _____

Date Completed: _____

Name/Telephone # of Owner's Representative: _____

2. Brief Description of Work Performed: _____

Contract Number: _____

Dollar Amount of Award: _____

Dollar Amount at Completion: _____

Date Completed: _____

Name/Telephone # of Owner's Representative: _____

3. Brief Description of Work Performed: _____

Contract Number: _____

Dollar Amount of Award: _____

Dollar Amount at Completion: _____

Date Completed: _____

Name/Telephone # of Owner's Representative: _____

Bidder/Proposer must sign here:

Authorized Signature

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VERIFICATION AND ACKNOWLEDGMENT

(Complete and submit this Verification and Acknowledgment Form)

STATE OF _____)
COUNTY OF _____)

On the ____ day of _____ 200__, before me personally came and appeared _____ by me known to be said person, who swore under oath as follows:

1. He/she is _____ of _____
(Print title) (Print name of firm)
2. He/she is duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in this questionnaire and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete.
4. He/she acknowledges and understands that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

Sworn to before me the _____ day of _____ 200_.

Notary's stamp and signature:
