

NEW YORK CITY TRANSIT AUTHORITY

Division of Materiel

Schedule J

RESPONSIBILITY QUESTIONNAIRE

Solicitation No.: _____

PART I - INSTRUCTIONS¹

1. The Responsibility Questionnaire (“Questionnaire”) shall be completed and submitted in the following circumstances:
 - a. **Bidders:**
 - i. Bidders, submitting a Bid for public work contracts, where the Bid is equal to or exceeds \$15,000, are to complete and submit Parts I, II, III, IV and VII of the Questionnaire with their Bid;
 - ii. Bidders submitting a Bid for contracts for supplies, materials, or equipment (purchase contracts), or miscellaneous procurement or miscellaneous service contracts, where the Bid submitted is equal to or exceeds \$250,000, that also submit an Operating Agreement Bid or a Purchase Agreement Bid, shall complete Paragraphs G and H of those Bid documents, and shall complete and submit Parts I, II and VII of the Questionnaire with their Bid.
 - iii. The apparent low Bidder will receive notification requesting submission of Part V and VI of the Questionnaire.
 - b. **Proposers:**
 - i. Proposers, submitting a Proposal for public work contracts, where the Proposal is equal to or exceeds \$15,000 are to complete and submit all Parts of the Questionnaire with their Proposal;
 - ii. Proposers, submitting a Proposal for personal service (including Architectural and Engineering) contracts where the Proposal is equal to or exceeds \$15,000 are to complete and submit all Parts of the Questionnaire with their Proposal;
 - iii. Proposers submitting a Proposal for supplies, material, equipment (including transit vehicles and rolling stock) or miscellaneous procurement or service contracts where the Proposal is equal to or exceeds \$15,000 are to complete and submit all Parts of the Questionnaire with their Proposal.
 - c. **Non-Competitive/Sole Source:**
 - i. Proposers for non-competitive/sole source purchase contracts (including preferred sources) or purchase orders/contracts awarded pursuant to existing contracts, that

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.

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are equal to or in excess of \$15,000, are to complete and submit all Parts of the Questionnaire with their Proposal.

- ii. Proposers for non-competitive public work contracts, where the proposal submitted equals or exceeds \$25,000; for non-competitive personal service (consultant) contracts where the proposal submitted equals or exceeds \$20,000; and for other non-competitive contracts where the proposal submitted equals or exceeds \$25,000, are to complete and submit all Parts of the Questionnaire with their Proposal.
- d. Subcontractors:**
- i. A Subcontractor is defined as being a ‘known’ Subcontractor, if that Subcontractor is proposed by the Bidder/Proposer as a Subcontractor for work on the Contract prior to Contract Award, or is a Subcontractor for which the Bidder/Proposer is requesting approval subsequent to Contract Award.
 - ii. A known Subcontractor is required to complete and submit all Parts of the Questionnaire if that Subcontractor has entered into subcontracts with the Bidder/Proposer valued at \$1 million or more. The Bidder/Proposer or Contractor that is proposing, or requesting approval for, the Subcontractor will obtain the completed Questionnaire from the Subcontractor and provide it to NYCT.
 - iii. A subcontract for the provision of goods, services or construction is valued at \$1 million or more **if when aggregated with the value of all other such subcontracts between the same Bidder/Proposer and the Subcontractor for Authority Contracts (refer to the definition of “Authority” in Paragraph 2), during the immediately preceding twelve (12) month period, has an aggregate value of \$1 million dollars or more.**
- e. Special Circumstances Contracts or Subcontracts:**
- i. Special Circumstances Contracts or Subcontracts, are contracts and subcontracts for painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such other area as the Authority may designate from time to time.
 - ii. **Proposers** for ‘Special Circumstances’ Contracts that equal or exceed \$100,000.00 shall complete and submit all Parts of the Questionnaire with their Proposal.
 - iii. **Bidders** for ‘Special Circumstances’ Contracts that equal or exceed \$100,000.00 shall complete and submit Parts I, II, III, IV and VII of the Questionnaire unless they are submitting an Operating Agreement Bid or a Purchase Agreement Bid, in which case the Bidder shall complete Paragraphs G and H of those documents, and shall complete and submit Parts I, II and VII of the Questionnaire.
 - iv. The apparent low Bidder will receive notification requesting submission of Parts V and VI of the Questionnaire.
 - v. **Known Subcontractors** for Special Circumstances Subcontracts that equal or exceed \$100,000.00, shall complete and submit all Parts of the Questionnaire and

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provide it to the Bidder or Proposer for submission by the Bidder or Proposer with the Bid or Proposal.

f. Affidavit of No Change:

If the Bidder, Proposer or Subcontractor has submitted a Questionnaire, within six months of the present date, and there have been no material changes in the information specified on that Questionnaire, the Bidder/Proposer or Subcontractor shall complete and submit Part VIII of the Questionnaire, the Affidavit of No Change, with the Bid or Proposal.

2. Definitions:

- A. **Affiliate:** An entity in which the parent of the submitting Proposer 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 Proposer 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 Proposer is submitting its bid or proposal and/or which is awarding the Contract sought.
- C. **Control:** The submitting Proposer is controlled by another entity when: (1) the other entity holds ten (10) % or more of the voting stock of the submitting Proposer; or (2) the other entity directs or has the right to direct daily operations. The submitting Proposer 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, or to assist an entity in strengthening its internal controls, compliance and business ethics.
- 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 (Collectively referred to as “MTA Affiliates and Subsidiaries”) includes:** New York City Transit Authority (“NYCT”), Manhattan and Bronx Surface Transit Operating Authority (“MaBSTOA”), Staten Island Rapid Transit Operating Authority (“SIRTOA”), Triborough Bridge and Tunnel

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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 Company (“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 Proposer, 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 Proposer.
- L. **Proposer:** includes and refers to a Bidder or a Proposer and also refers to the firm awarded the Contract as well as “submitting Contractor” or a “Contractor” seeking subcontracts for \$1 million or more, or seeking subcontracts of \$100,000 or more for Special Circumstances Contracts. The term “Proposer” also refers to the “Subcontractor” that must complete the Questionnaire.
- M. **Proposal:** The term “Proposal” includes the term “Bid”.
- N. **Share:** To have space, staff, equipment, expenses, or use such items, in common with one or more other entities.
- O. **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.
- P. **Special Circumstances Contract or Subcontract:** see the definition in Part I.1.e.
- Q. **Subcontractor:** see the definition in Part I.1.d.
- R. **Subsidiary:** An entity in which the majority of the voting stock is owned by a parent.

3. Please state “not applicable” in response to questions clearly not applicable to Proposer (for applicability of questions, see definition of ‘Proposer’), in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete at the time Proposer signs this Questionnaire, Proposer must, as part of its Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to this Questionnaire. **If this space is left blank, Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on this Questionnaire:**

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4. All information must be legible.
5. Completed Questionnaire or, if applicable, an Affidavit of No Change, must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation), or a principal (if a sole proprietorship).
6. If, at any time prior to award of this Contract or during the performance by the Proposer of this Contract, either of the following occurs, the Proposer shall promptly give notice in writing of the situation to the Authority, to the attention of the appropriate Chief Procurement Officer, and therefore cooperate with the Authority's review and investigation of such information.
 - i) Proposer has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
 - ii) Events occur or circumstances change so that an answer to any question in the Questionnaire is no longer accurate or complete.
7. 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) Proposer fails to notify the Chief Procurement Officer as required by this paragraph; or
 - ii) Proposer fails to cooperate with the Authority's request for additional information as required by this paragraph; or
 - iii) Proposer, a director, officer, principal, managerial employee or owner of a 10% or more interest in Proposer, is convicted of a crime involving a public contract; or
 - iv) Significant concerns about the Proposer's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Proposer or a director, officer, principal, managerial employee or owner of a 10% or more interest in Proposer, is or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
8. The Authority reserves the right to inquire further with respect to Proposer's responses; and Proposer 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 Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the Contract if it is awarded to Proposer.

PART II - IDENTITY OF PROPOSER

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1. Proposer's Full Legal Name:

2. The Proposer represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)

an individual or sole proprietorship

a general partnership

a limited partnership

a joint venture consisting of: _____,

and _____

(List all joint venturers on a separate sheet if this space is inadequate.)

a non-profit organization

a corporation organized or incorporated under the laws of the following state or country:

_____ on the following date: _____

3. Proposer's federal taxpayer identification number: _____

4. Proposer's legal address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Mobile Number: (____) _____ Email: _____

5. Proposer's local or authorized point of contact address:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Cell Number: (____) _____ Email: _____

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6. a. If Proposer is a corporation, has a Certificate of Incorporation been previously filed with the New York City Transit Authority? YES NO
If "NO," attach a certified copy.

b. Attach a certified copy of the By-Laws and Resolution of the Corporation giving the names and titles of the corporate officers other than President, as well as non-officer employees, who are authorized to sign contracts, bonds, bills of sale and other legal instruments in connection with the Contract, if the same have not been previously filed.

c. If a foreign corporation, has proof of authority to transact business in the State of New York been previously filed with the New York City Transit Authority? YES NO
If "NO," attach proof of such authority.

In the event that any of Proposer's previous submissions to the Authority in response to the above (questions a-c) no longer represent the Proposer's current corporate status, Proposer must attach a certified copy of any documents amending its previous submissions.

7. a. How long has the Proposer been in business? _____

b. Have Proposer's major shareholders, officers or principals been in business under another name? If so, identify name and dates used. _____

c. How many years experience as a prime contractor/consultant? _____

d. How many years experience as a subcontractor/subconsultant? _____

8. List below the names, business addresses, titles, and telephone numbers of the following people: if a corporation, identify the president, executive officers, and any other officers directly responsible for this Proposal; if a partnership, identify the partners directly responsible for this Proposal; or, if another form of business entity, identify the principals directly responsible for this Proposal.

<u>Name</u>	<u>Address</u>	<u>Title</u>	<u>Telephone No.</u>

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9. If your firm considers itself to be a Minority Business Enterprise (“MBE”), Women-Owned Business Enterprise (“WBE”) or Disadvantaged Business Enterprise (“DBE”), then within the past three (3) years has the Proposer had any MBE, WBE, or DBE certification (or application for such certification) revoked or, if you made application for such certification during such period was same denied?

YES NO

If answer is “YES,” explain:

PART III-PROPOSER'S REPRESENTATIONS

1. Statement of non-collusion as required by Section 2878 of the Public Authorities Law of the State of New York:

By submission of this Proposal, the undersigned, and each person signing on behalf of the undersigned, certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- a. the prices in this 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 proposer or with any competitor;
- b. unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the undersigned prior to opening, directly or indirectly, to any other proposer or to any competitor;
- c. no attempt has been or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

A 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 Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the 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 Proposal shall not be considered for award nor shall any award be made unless the Vice President, Division of Materiel, of the Authority, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer (i) has published price lists, rates, or tariffs covering items being procured; (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of a, b, and c above.

2. Statement of no-conflict of interest:

- 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 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 consideration in connection with this Proposal/Contract.
- b. Proposer covenants that neither Proposer nor, to the best of the Proposer's knowledge after diligent inquiry, any director, officer, owner or employee of the Proposer, or any person or entity with a 10% or more interest in Proposer, has any interest nor shall they acquire any interest,

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directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.

c. In the event Proposer 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, Proposer shall promptly bring such information to the attention of the Authority’s appropriate chief procurement officer (“Chief Procurement Officer”), Proposer shall thereafter cooperate with the Authority’s review and investigation of such information, and comply with any instruction it receives from the Chief Procurement Officer in regard to remedying the situation.

3. The following statements apply to any proposal or contract between Proposer 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. **For all questions, matters on appeal must be disclosed. Unless otherwise noted, all questions relate to the previous ten (10) years.**

a. Statements b, c, d, e, f, g, h, i, j and k below apply to: i) Proposer, Proposer’s parent, subsidiaries and affiliates (if any) of Proposer; ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Proposer or Proposer’s parent, subsidiaries, or affiliates of Proposer; iii) Proposer’s directors, officers, principals, managerial employees and any person or entity with a 10% or more interest in Proposer; iv) any legal entity controlled, or 10% or more of which is owned, by Proposer, or by any director, officer, principal or managerial employee of Proposer, or by any person or entity with a 10% or more interest in Proposer; or v) any parent, subsidiary or affiliate of any legal entity controlled, or 10% or more of which is owned, by Proposer, or by any director, officer, principal or managerial employee of Proposer, or any person or entity with a 10 % or more interest in Proposer.

Check “YES” or “NO,” as appropriate to the following questions:

b. Within the past five (5) years, has the Proposer been declared not responsible?
YES NO

c. Has the Proposer been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?
YES NO

d. Is there a proceeding pending relating to Proposer’s responsibility debarment, suspension, or qualification to receive a public contract?
YES NO

e. Within the past five (5) years, has Proposer defaulted on a contract or been terminated for cause?
YES NO

f.. 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 Proposer default or in lieu of declaring Proposer in default?
YES NO

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PART IV - QUESTIONS WHICH MUST BE ANSWERED “YES” OR “NO”

(In the event of a “YES,” the Authority reserves the right to inquire further with respect thereto. **Unless otherwise noted, all questions relate to the previous ten (10) years.**)

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

Check “YES” or “NO,” as appropriate to the following questions:

1. Has been convicted of or pleaded nolo contendere to (A) any felony or (B) a misdemeanor related to truthfulness in connection with business conduct. YES NO
2. Have 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. YES NO
3. Is the subject of any 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. YES NO
4. Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contracts with any federal, state or local governmental entity, any public authority or any other public entity. YES NO
5. 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. YES NO
6. 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

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PART V-ADDITIONAL QUESTIONS

1. 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 Proposer.

Name: _____

Title: _____

Home address: _____

Business address: _____

2. List the name, title and home and business address of each director and principal officer of Proposer.

Name: _____

Title: _____

Home address: _____

Business address: _____

3. In the past ten (10) years has Proposer entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement? YES NO

4. In the past three (3) years, has Proposer been a subcontractor on any contract with the Authority? YES NO

5. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Proposer (whether or not closed) or is any bankruptcy proceeding pending by or against the Proposer regardless of the date of filing? YES NO

6. 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 Proposer at any time? YES NO

7. Are there any judgments, injunctions, or liens for \$100,000 or more each against Proposer that remain open, unsatisfied or in effect today? YES NO

8. During the past five (5) years, has the Proposer failed to file any applicable federal, state or local tax return? YES
NO

9. Does the Proposer own or rent office space? YES NO

If "YES", please provide details.

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10. Does any principal owner or officer of the Proposer, 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 Proposer? YES NO

11. Does Proposer share office space, staff equipment, or expenses with other entities? YES NO

If "YES", please provide details.

12. Proposer is required to provide a list of contracts as requested in (A) and (B) below. For each of the contracts listed in (A) and (B) below, Proposer 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:

(A) 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.

(1) Brief description of work performed: _____

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

(2) Brief description of work performed: _____

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

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(3) Brief description of work performed: _____

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

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

(1) Brief description of work performed: _____

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

(2) Brief description of work performed: _____

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

(3) Brief description of work performed: _____

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

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

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

- (A) Terminated for default; or
- (B) Sued to compel performance; or
- (C) Sued to recover damages, including, without limitation, upon an alleged breach of contract, misfeasance, error or omission or other alleged failure on Proposer's part to perform as required by the contract; or
- (D) Called upon a surety to perform the work; or
- (E) 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
- (F) Required to draw on a letter of credit in lieu of performance bond.

(1) Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of owner's representative _____

(2) Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of owner's representative _____

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

14. List all Proposer's employees: (Attach additional sheets as needed)

(A) Who are current employees of MTA or any MTA subsidiary or affiliate:

Name: _____

Currently employed by: (check as appropriate)

MTA NYCT MaBSTOA SIRTOA MNCR

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LIRR MSBA TBTA MTACC MTA BC

Name: _____

Currently employed by: (check as appropriate)

MTA NYCT MaBSTOA SIRTOA MNCR
LIRR MSBA TBTA MTACC MTA BC

Name: _____

Currently employed by: (check as appropriate)

MTA NYCT MaBSTOA SIRTOA MNCR
LIRR MSBA TBTA MTACC MTA BC

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

Name: _____

Currently employed by: (check as appropriate)

MTA NYCT MaBSTOA SIRTOA MNCR
LIRR MSBA TBTA MTACC MTA BC

Name: _____

Currently employed by: (check as appropriate)

MTA NYCT MaBSTOA SIRTOA MNCR
LIRR MSBA TBTA MTACC MTA BC

15. Does Proposer have a subsidiary or affiliate? YES NO

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<u>License or Permit or Certification</u>	<u>Name of Holder</u>	<u>Issuing State or Entity</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Have any of the Proposer’s officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years?

YES NO

If “YES,” explain details below.

PART VI - FINANCIAL

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1. Provide certified financial statements for the last three (3) fiscal years. If certified financial statements are not available, provide financial statements sworn to by the firm's Chief Financial Officer. . If Proposer is unable to provide any such statements, provide other information, which will enable the Authority to evaluate and determine whether Proposer has sufficient financial resources to enable Proposer to perform the Contract.
2. The Proposer may submit its prior three (3) years' financial statements in lieu of completing Section 1 (Balance Sheet), Section 2 (Comparative Statement of Income & Retained Earnings), and Section 3 (Comparative Statements of Cash Flows). However, Section 1, Schedules A, B, C, D, E and F and Sections 4, 6 and 7 must be completed. If the Proposer is required to submit a performance bond, Section 5 must also be completed.

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SECTION 1

COMPARATIVE BALANCE SHEET
as of _____

	(\$000)	20__	20__	20__
		\$	\$	\$
I. <u>CURRENT ASSETS</u>				
Cash		_____	_____	_____
Marketable Securities		_____	_____	_____
Notes Receivable (Schedule A)		_____	_____	_____
Accounts Receivable (Schedule B)		_____	_____	_____
Bid Deposits (Schedule C)		_____	_____	_____
Inventories		_____	_____	_____
Prepaid Expenses		_____	_____	_____
Other Current Assets:		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
TOTAL CURRENT ASSETS		\$ _____	\$ _____	\$ _____
II. <u>OTHER ASSETS:</u>				
Investment in Affiliates		\$ _____	\$ _____	\$ _____
Other Non-Current Assets:		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
TOTAL OTHER ASSETS:		\$ _____	\$ _____	\$ _____
III. <u>PROPERTY, PLANT & EQUIPMENT:</u>				
NET PROPERTY, PLANT & EQUIPMENT (Net of Depreciation)		\$ _____	\$ _____	\$ _____
TOTAL ASSETS		\$ _____	\$ _____	\$ _____

RESPONSIBILITY QUESTIONNAIRE

SECTION 1 (continued)

LIABILITIES

	(\$000)	20__	20__	20__
		\$	\$	\$

I. CURRENT LIABILITIES ASSETS

Notes Payable (Schedule D)	_____	_____	_____
Accounts Payable (Schedule E)	_____	_____	_____
Loans Payable (Schedule F)	_____	_____	_____
Taxes Payable	_____	_____	_____
Current Portion of Long Term Debt	_____	_____	_____
Accrued Liabilities	_____	_____	_____
Other Current Liabilities:	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL CURRENT LIABILITIES	\$ _____	\$ _____	\$ _____

II. NON-CURRENT LIABILITIES

Long Term Debt	\$ _____	\$ _____	\$ _____
Other:	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL NON-CURRENT LIABILITIES	\$ _____	\$ _____	\$ _____

TOTAL LIABILITIES	\$ _____	\$ _____	\$ _____
	=====	=====	=====

III. EQUITY

Capital Stock Paid Up:			
Common	\$ _____	\$ _____	\$ _____
Preferred	\$ _____	\$ _____	\$ _____
Surplus (net worth)	\$ _____	\$ _____	\$ _____
TOTAL EQUITY	\$ _____	\$ _____	\$ _____
	=====	=====	=====
TOTAL LIABILITIES AND EQUITY	\$ _____	\$ _____	\$ _____
	=====	=====	=====

RESPONSIBILITY QUESTIONNAIRE

SECTION 1 (continued)

DETAILS RELATIVE TO LIABILITIES

SCHEDULE D

Notes Payable	(a) Not Past Due _____ \$ _____		
	(b) Past Due _____ \$ _____		
To Whom: Name	Purpose	When Due	Amount
			\$
TOTAL			\$

SCHEDULE E

Accounts Payable	(a) Not Past Due _____ \$ _____		
	(b) Past Due _____ \$ _____		
To Whom: Name	Purpose	Date Payable	Amount
			\$
TOTAL			\$

SCHEDULE F

Loans Payable	(a) Not Past Due _____ \$ _____		
	(b) Past Due _____ \$ _____		
To Whom: Name	Purpose	Date Payable	Amount
			\$
TOTAL			\$

RESPONSIBILITY QUESTIONNAIRE

SECTION 2

COMPARATIVE STATEMENT OF INCOME & RETAINED EARNINGS
STATEMENT FOR PERIODS ENDED _____

	20__	20__	20__
SALES	\$ _____	\$ _____	\$ _____
Less:			
COST OF SALES			
Labor	_____	_____	_____
Material	_____	_____	_____
Depreciation	_____	_____	_____
Other Overhead	_____	_____	_____
GROSS MARGIN	\$ _____	\$ _____	\$ _____
Less: Selling, General and Administrative Expenses	\$ _____	\$ _____	\$ _____
Income Before Taxes	\$ _____	\$ _____	\$ _____
Less: Income Taxes	\$ _____	\$ _____	\$ _____
NET INCOME	\$ _____	\$ _____	\$ _____
Retained Earnings Beginning of Period	\$ _____	\$ _____	\$ _____
Less:			
Cash Dividends Paid	\$ _____	\$ _____	\$ _____
Other:	\$ _____	\$ _____	\$ _____
Net Retained Earnings End of Period	\$ _____	\$ _____	\$ _____

RESPONSIBILITY QUESTIONNAIRE

SECTION 3

COMPARATIVE STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED _____

	Increase (Decrease) in Cash		
	20__	20__	20__
Cash Flows from operating activities:	\$ _____	\$ _____	\$ _____
Cash received from customers	_____	_____	_____
Cash paid to suppliers and employees	_____	_____	_____
Interest paid	_____	_____	_____
Income taxes paid	_____	_____	_____
Miscellaneous receipts (payments)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Net cash provided by operating activities	\$ _____	\$ _____	\$ _____
Cash flows from investing activities:	_____	_____	_____
Proceeds from sale of equipment	_____	_____	_____
Payments for purchase of equipment	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Net cash used in investing activities	\$ _____	\$ _____	\$ _____
Cash flows from financing activities:	_____	_____	_____
Net increase in short-term debt	_____	_____	_____
Proceeds from issuance of long-term debt	_____	_____	_____
Repayment of long-term debt	_____	_____	_____
Payment of dividends	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Net cash provided by (used in) financing activities	\$ _____	\$ _____	\$ _____
Net increase (decrease) in cash	\$ _____	\$ _____	\$ _____
Cash at beginning of year	\$ _____	\$ _____	\$ _____
Cash at end of year	\$ _____	\$ _____	\$ _____

RESPONSIBILITY QUESTIONNAIRE

PART VIII –AFFIDAVIT OF NO CHANGE

(If applicable, complete and submit **two** original, signed, notarized Affidavits of No Change.)

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ 20____, before me personally came and appeared _____, by me known to be said person, who swore under oath as follows:

1. I am _____ of _____.
(Print name and title) (Print name of firm)
2. The firm is the Bidder/Proposer/Subcontractor for Contract _____. I am duly authorized to sign this Affidavit of No Change on behalf of said firm and duly signed this document pursuant to said authorization.
3. The Bidder/Proposer/Subcontractor previously submitted a New York City Transit Authority (“NYCT”) Schedule J, Responsibility Questionnaire within six (6) months prior to the date hereof, to NYCT.
4. Attached is an accurate and true copy of such previously submitted NYCT Schedule J, Responsibility Questionnaire.
5. I hereby certify that there has been no material change in the information specified on such attached Schedule J, Responsibility Questionnaire, except as follows: _____

6. I acknowledge and understand that the previously submitted NYCT Schedule J, Responsibility Questionnaire includes provisions which are deemed included in the Contract if awarded to the firm.

Bidder/Proposer/Subcontractor must sign here: _____

Dated: _____

Sworn to and subscribed to before me this ____ day of _____, 20__

(Notary Public)

Notary Public _____ County

My Commission expires: _____