

**The Metropolitan Transportation Authority
Acting By
The MTA Capital Construction Company**



MTA CONTRACT #6240

**DESIGN-BUILD SERVICES
FOR
LIRR EXPANSION PROJECT
FROM FLORAL PARK TO HICKSVILLE**

CONFORMED DOCUMENTS

**VOLUME 1 – DESIGN-BUILD AGREEMENT
EXHIBIT C – PART 1B (Book 2 of 9)**

A large, stylized handwritten signature in blue ink, appearing to be a capital letter 'R' with a long horizontal stroke extending to the right.

A smaller, cursive handwritten signature in black ink, appearing to be the letters "DKE".

VOLUME 1: Legal/Administrative Forms

Schedule IX - Contractor
Responsibility Data

Schedule IX - Contractor Responsibility Data

Design Sub-consultant Forms

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS²

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

² 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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
- a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor’s full legal name: AB Consulting
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”) and Social Security Number (“SSN”), as applicable: [REDACTED]
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.): Sole proprietorship

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:

New York

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? No

F. Contractor's mailing address: 34 Scandia Road

Congers, NY 10920

G. Contractor's street address (complete only if different than "F"): N/A

H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)? No

I. Contractor's telephone number: 845-268-0170 Fax number: 845-268-0170

Email address: consultingab@yahoo.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Bharat Patel

B. Employer/Title: AB Consulting, President

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address: consultingab@yahoo.com Mobile number: [REDACTED]

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.

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.

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?

(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?

(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?

(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?

<p>(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?</p>	
<p>(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?</p>	
<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>(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>	

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.

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

<p>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>	
<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>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>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>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>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>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</p>	

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.

- 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.

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: Bharat Patel

Title: President

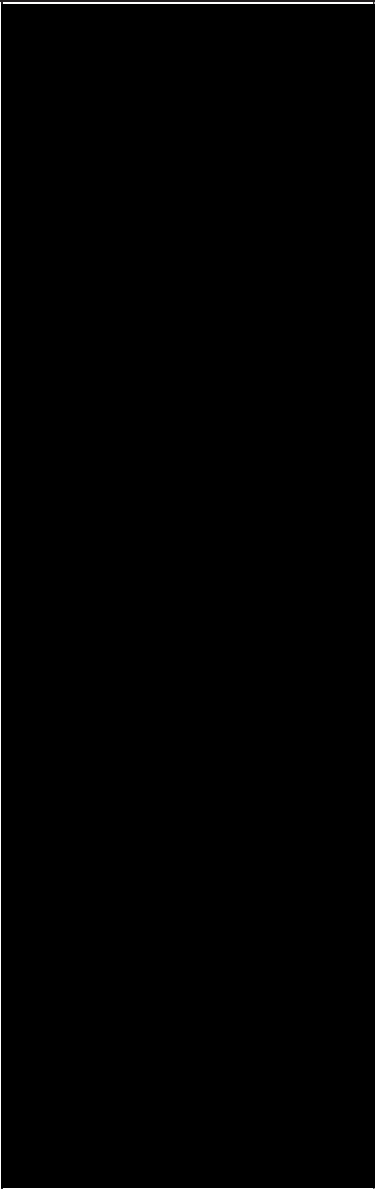
Home address: 34 Scandia Road

Congers, NY 1090

Business address: 34 Scandia Road, Congers, NY 10920

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

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

D.	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?	
E.	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?	
F.	Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	
G.	During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	
H.	Does the Contractor own or rent office space? Please provide details.	
I.	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?	
J.	Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	
K.	<p>Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>Provide design and construction support services for vertical transportation devices such as elevator and escalator.</u></p> <p>Contract number: <u></u></p> <p>Dollar amount of award: <u></u></p>	

Date completed: May 2015

Name/Telephone number of company and owner's representative: LIRR; [REDACTED]
Ms. Poonam Punj

Dollar amount at completion: [REDACTED]

- b. Brief description of work performed: Provide design and construction support services for vertical transportation devices such as elevator and escalator

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: June 2015

Name/Telephone number of company and owner's representative: LIRR; [REDACTED]
Ms. Poonam Punj

Dollar amount at completion: [REDACTED]

- c. Brief description of work performed: Provide design and construction support services for vertical transportation devices such as elevator and escalator

Contract number: [REDACTED]

Dollar amount of award: \$ [REDACTED]

Date completed: April 2017

Name/Telephone number of company and owner's representative: NYCTA; [REDACTED]
Ms. Shirley Moy

Dollar amount at completion: [REDACTED]

- (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. None

- 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: _____

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

None

- (3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:

None _____

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

- (1) Who are currently employees of MTA or any MTA subsidiary or affiliate: None

Name: _____

Currently employed by: (check as appropriate)

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 ☐

Name: _____

Currently employed by:

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

- (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. None

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 ☐

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract. N/A

O. Does Contractor have a subsidiary or affiliate?

P. Is Contractor a subsidiary of another entity?

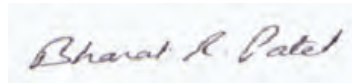
Q. Within the past five (5) years or currently, does Contractor, any director, officer, principal, managerial employee of Contractor, or any person or entity with a 10% or more interest in Contractor have an interest of 10% or more in any other firm or legal entity?

R. 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.

S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor’s bid/proposal, please enter below the reference to that section in Contractor’s submission that responds to this question.

T. See Section: _____

Contractor must sign here: _____



Authorized Signature

Date: June 21, 2017

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF New York)
) ss:
COUNTY OF Rockland)

On the 21st day of June, 2017, before me personally came and appeared
Bharat Patel by me known to be said person, who swore under oath as follows:

1. I am President of AB Conuslting.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority
Contractor Responsibility Form and, except as set forth in the stated exceptions in Part
III, the representations set forth in this questionnaire, are true, accurate and complete. I
authorize the MTA to verify any such information and to conduct any background
checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are
deemed included in the contract if awarded to the firm.

Bharat R. Patel
Signature

Sworn to and subscribed to before me
this 21st day of June, 2017.

[Signature]

Notary Public Rockland County

My commission expires: 08/03/17

MALGORZATA MOSEJCZUK
Notary Public, State of New York
No. 01MO6209868
Qualified in Rockland County
Commission Expires Aug. 3, 2017

SCHEDULE XI – NYS CERTIFICATION OF RESTRICTIONS ON LOBBYING

All procurements by the Railroad in excess of \$15,000 annually are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with the Railroad intended to influence a procurement) during a procurement must be made with the designated Point of Contact only. Exceptions to this rule include written questions during the bid process, communications with regard to protests, contract negotiations and RFP conference participants. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate Railroad officer and investigated accordingly. First violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The Railroad will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the Railroad President and OGS.

Moreover, the statutes require the Railroad to obtain certain affirmation and certifications from Bidders and Proposers. This schedule contains the forms to comply, with additional information and instructions.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Instructions:

New York State Finance Law Section 139-k(2) obligates the Railroad to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law Section 139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law Section 139-j, or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law Section 139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

THE FORMS ARE ON THE NEXT PAGES

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k
DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Bidder / Proposer: AmerCom Corporation
Address: 1259 Route 46E., Bldg. 2, Parsippany, NJ 07054

Name and Title of Person Submitting this Form: Atly Botas, Director of Business Development

Has any governmental entity* made a finding of non-responsibility regarding the Bidder/Proposer in the previous four (4) years?

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law Section 139-j?

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?

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?

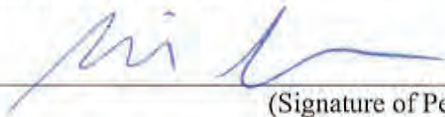
*A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of those 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 Section 139-j, paragraph 1.a)

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k

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) Certifies that all information provided to LIRR with respect to State Finance Law Sections 139-j and 139-k is complete, true, and accurate.

By: 
(Signature of Person Certifying)

Date: 6/28/2017

Print Name: Richard Lee

Print Title: President

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

Address: 1259 Route 46E., Bldg. 2
Parsippany, NJ 07054

Business Telephone Number: 973-402-6111

LIRR'S RIGHT TO TERMINATE

LIRR 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 Section 139-k was intentionally false or intentionally incomplete. Upon such finding, LIRR may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.

Rev. 11/1/11

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS¹

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
- a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

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

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:

New Jersey - 1980

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? No

F. Contractor's mailing address: _____

1259 Route 46E., Bldg. 2

Parsippany, NJ 07054

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)? 1259 Route 46E., Bldg. 1, Parsippany, NJ 07054

I. Contractor's telephone number: 973-402-6111 Fax number: 973-588-7020

Email address: abotas@amercom.org

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Atly Botas

B. Employer/Title: AmerCom Corp. / Director of Business Development

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address: _____@amercom.org 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.

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.

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

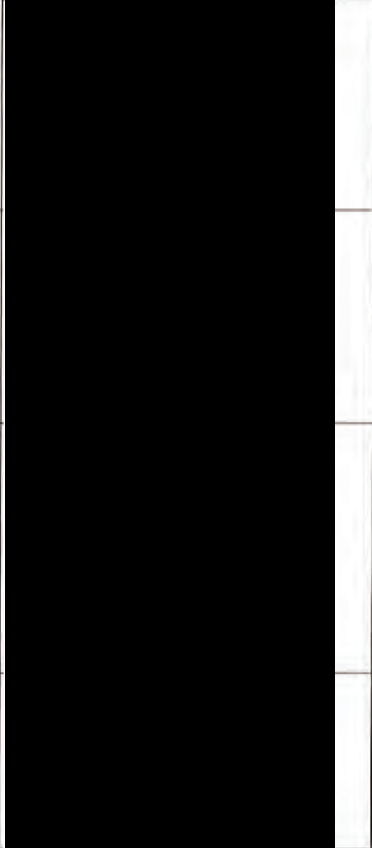
Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, 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?

(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?

(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?

(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?

(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?	
(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?	
(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?	
(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.	

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.

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.	
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.	
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.	
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.	
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.	
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.	
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.

- 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.

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: Richard Lee (See Attached for 3 more persons)

Title: President

Home address: 216A 10th St., Palisades Park, NJ 08650

Business address: 1259 Rt. 46E., Bldg. 2, Parsippany, NJ 07054

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

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

Additional persons owning 10% or more of AmerCom:

Name: Mark Sheptock

Title: Vice President

Home Address: [REDACTED]

Business Address: 1259 Route 46E., Bldg. 2, Parsippany, NJ 07054

Name: Antonio Limpin

Title: Secretary/Treasurer

Home Address: [REDACTED]

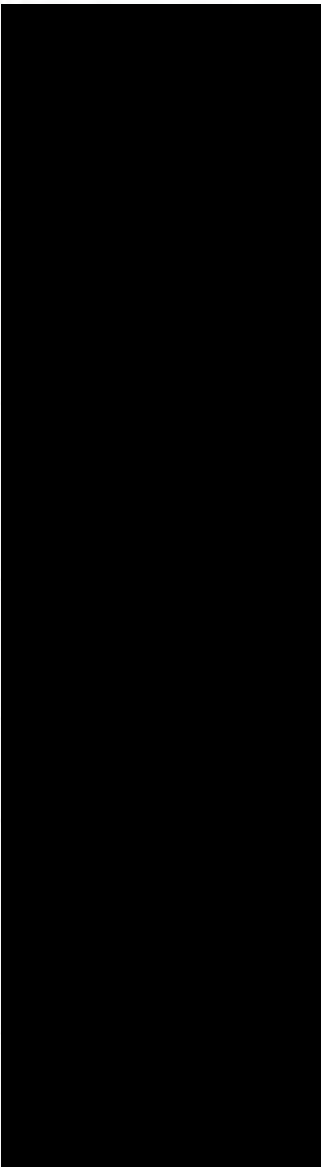
Business Address: 1259 Route 46E., Bldg. 2, Parsippany, NJ 07054

Name: Richard Seemayer

Title: Manager

Home Address: [REDACTED]

Business Address: 1259 Route 46E., Bldg. 2, Parsippany, NJ 07054

D.	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?	
E.	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?	
F.	Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	
G.	During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	
H.	Does the Contractor own or rent office space? Please provide details.	
I.	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?	
J.	Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	
K.	<p>Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>None</u></p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p>	

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: _____

- (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: _____

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

- (3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others. If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:
NONE

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

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

Name: NONE

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: NONE

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: NONE

Currently employed by:

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

- (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: NONE

Currently employed by: _____

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

Name: NONE

Currently employed by: _____

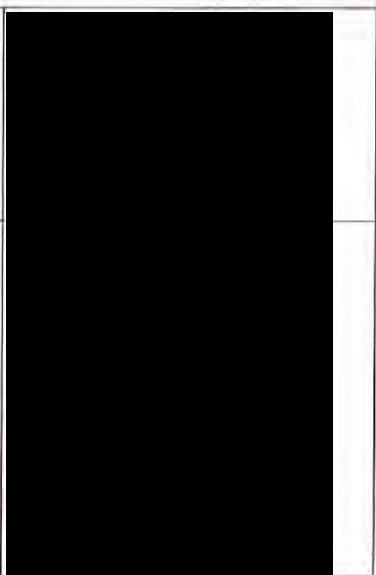
MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐
 LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

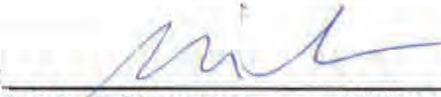
- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

- O. Does Contractor have a subsidiary or affiliate?

- P. Is Contractor a subsidiary of another entity?

- Q. 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?

<p>R. 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.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p>	
<p>T. See Section: _____</p>	

Contractor must sign here:  _____
 Authorized Signature Richard Lee, President

Date: 6/28/2017

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

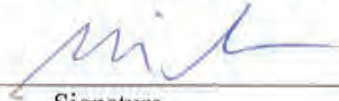
AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF New Jersey)
) ss:
COUNTY OF Morris)

On the 28th day of June, 2017 before me personally came and appeared
Richard Lee by me known to be said person, who swore under oath as follows:

1. I am President of AmerCom Corporation.
(Print name and title) (Print name of firm)
2. 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 Contractor previously submitted a Metropolitan Transportation Authority Contractor Responsibility Form within one (1) year prior to the date hereof to the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

6. I acknowledge and understand that the previously submitted MTA Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 28 day of June, 2017.


Notary Public Morris County, New Jersey
ALICE V COLLINS

My commission expires ID # 2048125
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires July 25, 2018

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

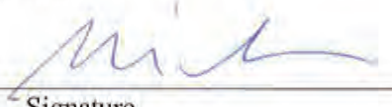
STATE OF New Jersey)

) ss:

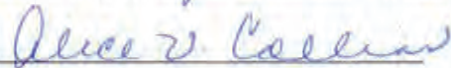
COUNTY OF Morris)

On the 28th day of June, 2017, before me personally came and appeared
Richard Lee by me known to be said person, who swore under oath as follows:

1. I am President of AmerCom Corporation.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 28 day of June, 2017.



Notary Public Morris County, New Jersey

ALICE V COLLINS

My commission expires EX-2048125

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires July 25, 2018

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS²

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

² 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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
- a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor’s full legal name: AWA Lighting Designers Inc.
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”) and Social Security Number (“SSN”), as applicable: [REDACTED]
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.): S. Corporaion

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:

New York 2011

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: _____

61 Greenpoint Avenue Suite 306

Brooklyn NY 11222

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)? No

I. Contractor’s telephone number: 212-473-9797 Fax number: N/A

Email address: newyork@awalightingdesigners.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Abhay Wadhwa

B. Employer/Title: President

C. Telephone number: [REDACTED] Fax number: N/A

D.	Email address: [REDACTED]	Mobile number: [REDACTED]
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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.

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.

<p>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: ☐</p> <p>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.</p>	
<p>(1) Within the past five (5) years, has Contractor been declared not responsible?</p>	
<p>(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?</p>	
<p>(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?</p>	
<p>(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?</p>	

<p>(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?</p>	
<p>(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?</p>	
<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>(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>	

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.

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

<p>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>	
<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>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>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>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>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>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</p>	

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.

- 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.

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: Abhay Wadhwa

Title: President

Home address: [REDACTED]

Business address: 61 Greenpoint Avenue Suite 306 Brooklyn, NY 11222

- B. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?
- C. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?

D.	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?	
E.	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?	
F.	Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	
G.	During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	
H.	Does the Contractor own or rent office space? Please provide details.	
I.	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?	
J.	Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	
K.	<p>Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>Lighting Design Services for</u> <u>the Aramco Masterplan</u></p> <p>Contract number: <u>[REDACTED]</u></p> <p>Dollar amount of award: <u>[REDACTED]</u></p>	

Date completed: March 2015

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

Dollar amount at completion:

- b. Brief description of work performed: Lighting Design Services for the GWB Upper Roadway Lighting

Contract number:

Dollar amount of award:

Date completed: March 2015

Name/Telephone number of company and owner's representative: Laheri Mehta (On-Board Engineer)

Dollar amount at completion:

- c. Brief description of work performed: Lighting Design Services for the Ark of Return Memorial at the UN Headquarters

Contract number:

Dollar amount of award:

Date completed: April 2015

Name/Telephone number of company and owner's representative: Rodney Leon (Rodney Leon Architects)

Dollar amount at completion: \$

- (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: _____

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

NONE

- (3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:

M. 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)

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 ☐

Name: _____

Currently employed by:

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

- (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 ☐

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

O. Does Contractor have a subsidiary or affiliate?

P. Is Contractor a subsidiary of another entity?

Q. 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?

R. 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.

S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.

T. See Section: _____

Contractor must sign here: _____

Authorized Signature

Date: June 23 2017

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

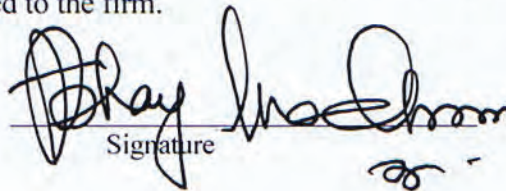
AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF New York)
) ss:
COUNTY OF Kings)

On the 23 day of June 2017, before me personally came and appeared
ABHAY WADHWA by me known to be said person, who swore under oath as follows:

1. I am ABHAY WADHWA of AWA LIGHTING DESIGNERS
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority
Contractor Responsibility Form and, except as set forth in the stated exceptions in Part
III, the representations set forth in this questionnaire, are true, accurate and complete. I
authorize the MTA to verify any such information and to conduct any background
checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are
deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 23rd day of June, 2017.


Notary Public KINGS County

My commission expires: November 3, 2020



SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS²

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

² 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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
 - a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: Cameron Engineering & Associates, LLP
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: [REDACTED]
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): Limited Liability Partnership

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:

New York

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? No

F. Contractor's mailing address: _____

177 Crossways Park Drive, Woodbury, NY 11797

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)? 100 Sunnyside Blvd., Suite 100, Woodbury, NY 11797

I. Contractor's telephone number: 631-827-4900 Fax number: 631-827-4920

Email address: jdc@cameronengineering.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: John D. Cameron, Jr., P.E.

B. Employer/Title: Cameron Engineering & Associates, LLP - Managing Partner

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address [REDACTED] Mobile number: [REDACTED]

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.

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.

- 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

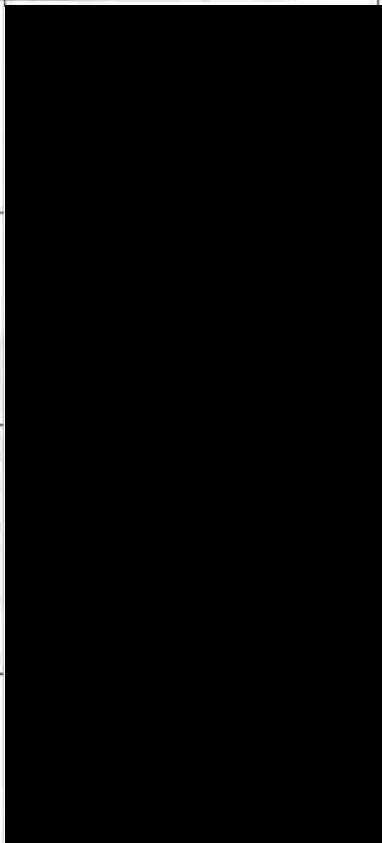
Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, 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?

- (2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?

- (3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?

- (4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?

<p>(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?</p>	
<p>(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?</p>	
<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>(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>	

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.

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.

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.

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.

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.

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.

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.

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.

- 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.

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: John D. Cameron, Jr., PE

Title: Managing Partner

Home address:

Business address: 177 Crossways Park Drive, Woodbury, NY 11797

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

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

<p>D. 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?</p>	
<p>E. 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>F. 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>G. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	
<p>H. Does the Contractor own or rent office space? Please provide details.</p>	
<p>I. 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>J. Does Contractor share office space, staff, equipment, or expenses with any other entities? If “YES”, please provide details.</p>	
<p>K. Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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: See Attached Annex</p> <p>(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.</p> <p>a. Brief description of work performed: _____</p> <p>_____</p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p>	

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: _____

- (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: _____

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

- (3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

See Attached

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others. If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:
NONE

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

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

Name: NONE

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: NONE

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: NONE

Currently employed by:

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

- (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: NONE

Currently employed by:

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

Name: NONE

Currently employed by:

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

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

O. Does Contractor have a subsidiary or affiliate?

P. Is Contractor a subsidiary of another entity?

Q. 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?

R. 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.

S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.

T. See Section: _____

Contractor must sign here: _____

Authorized Signature

Date: _____

6-19-17

Cameron Engineering & Associates, LLP
Annex to **Schedule IX – Contractor Responsibility Data**

Item K.

(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.

FLORAL PARK POOL COMPLEX

- a. Brief description of work performed:
 - The Floral Park Aquatic Complex represents the transformation of a deteriorated 50-year old municipal pool facility into a new dynamic multi-purpose family aquatic complex. The complex breaks from the typical “municipal character” blending traditional swimming activities with state-of-the-art aquatic activities. The new complex includes a 12,000 square foot main pool which integrates a zero-entry “lagoon area”, general swim area, competitive lap area and dive tank. Adjacent to the main pool, is a plunge pool with twisting open flume white water slides. A separate children’s area includes a wading pool with overhead spray mists and an interactive splash pad area with ground bubblers and overhead spray apparatus. Additionally, the entire aquatic complex was constructed for nighttime usage. A decorative deck area, with separate terrace levels for outdoor dining and social gathering spaces, integrates the entire facility. The firm provided multi-disciplinary engineering services from the initial study phase through construction.
- b. Contract Number: N/A
- c. Dollar amount of award: [REDACTED]
- d. Date Completed: June 2015
- e. Name/Tel of company and owner’s representative
 - Inc. Village of Floral Park
Mr. Gerard M. Bambrick, Village Administrator
[REDACTED]
- f. Dollar amount at completion [REDACTED]

LAWRENCE CEDARHURST FORCE MAIN

- a. Brief description of work performed:
 - In a preceding consolidation study performed for the Nassau County Department of Public Works, Cameron Engineering had recommended the closure of two (2) poorly functioning and antiquated trickling filter wastewater treatment plants that were faced with significant upgrades to meet new and future SPDES permit requirements. The consolidation plan identified the need for the upgrade of a centrally located pump station to serve as the main transfer point for the receipt of raw sewage from both villages. The Village of Lawrence improvements included the modification of the existing influent raw sewage station to accommodate the flow transfer to the regional pump station. The project entailed over four (4) miles of force mains, two (2) new pump stations, CCTV inspection of over 75,000 linear feet of collection piping and 480 manholes.
- b. Contract Number: [REDACTED]
- c. Dollar amount of award: [REDACTED]
- d. Date Completed: Design and Construction of new Improvements completed 2015
- e. Name/Tel of company and owner’s representative:
 - Nassau County Dept. of Public Works
Joseph Davenport, Chief Sanitary Engineer, Unit Head, Water/Wastewater Engineering Unit
[REDACTED]
- f. Dollar amount at completion: [REDACTED]

Cameron Engineering & Associates, LLP
Annex to **Schedule IX – Contractor Responsibility Data**

WYANDANCH VILLAGE

- a. Brief description of work performed:
 - Cameron Engineering is part of the master development team selected by the Town of Babylon, to implement Wyandanch Rising, a transformative mixed-use development of an economically distressed area into a progressive transit-oriented, pedestrian focused and environmentally sustainable hamlet centre. The project scope required comprehensive engineering and landscape architectural services for entire new infrastructure improvements including storm water drainage improvements, parking, roadway circulation & pedestrian streetscape improvements, water supply, sanitary sewer, electric, natural gas and tele-communications, landscape improvements/green infrastructure.
- b. Contract Number: N/A
- c. Dollar amount of award: [REDACTED]
- d. Date Completed: 2016
- e. Name/Tel of company and owner's representative
 - Albanese Organization
Russell Albanese, Chairman
[REDACTED]
- f. Dollar amount at completion: [REDACTED]

(3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

1. Village of Rockville Centre - Maple Ave Reconstruction – Phase I and II Improvements
2. Town of Hempstead - Lido Beach Water Main
3. Nassau County - Barnes Ave Sewer Force Main
4. MTA-LIRR – Air Conditioning Systems for 12 Stations' Waiting Rooms
5. MTA-LIRR – Long Beach Parking Garage Construction Management

In addition, provide relevant information that demonstrates that your firm has the following experience:
Cameron Engineering does not have this experience.

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

Cameron Engineering & Associates, LLP
Annex to **Schedule IX – Contractor Responsibility Data**

H. Does the Contractor own or rent office space? Please provide details.

Cameron Engineering & Associates, LLP rents office space at 177 Crossways Park Drive, Woodbury, NY 11797. The landlord for this property is RXR. Our lease agreement is a 9.83 year agreement from January 2017 to October 31, 2026

O. Does Contractor have a subsidiary or affiliate? [REDACTED]

Affiliates of Cameron Engineering & Associates, LLP include:

- Cameron Engineering & Associates of New York, PLLC
- Cameron Engineering, Planning and Landscape Architecture, P.C.

Q. 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?

JOHN D. CAMERON, JR., P.E.

Business or Not-for-Profit Name	Role
Cameron Engineering & Associates of New York, PLLC	Owner – [REDACTED]
Cameron Engineering, Planning and Landscape Architecture, P.C.	Owner – [REDACTED]
East End Recycling & Composting Co., L.P.	[REDACTED]
Omni East End, Inc.	[REDACTED]
Bayfront Development Group, LLC	[REDACTED]

JOSEPH R. AMATO, P.E., LEED AP:

Business or Not-for-Profit Name	Role
Cameron Engineering & Associates of New York, PLLC	Owner – [REDACTED]

S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.

Cameron Engineering will provide the staffing resources necessary to fulfill the duties assigned to it by the Third Track Constructors Joint Venture as identified in Sections 1.15 and 2.8 of the proposal.

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM
INSTRUCTIONS¹**

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.

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.

4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.
6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;

- c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
11. 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.
12. 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: Chrysalis Archaeological Consultants, Inc.
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: [REDACTED]
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): S Corporation

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: N/A
TIN, EIN, or SSN: _____
Percentage of Ownership: _____
- (2) Partner/Party Name: N/A
TIN, EIN or SSN: _____
Percentage of ownership: _____

- D. State or country under whose laws Contractor is organized and year organized:
New York
- 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?
NO
- F. Contractor's mailing address: 4110 Quentin Road; Brooklyn, New York 11234-4322

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

- H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)? No
- I. Contractor's telephone number: (718) 645-3962 Fax number: NONE
Email address: aloorya@chrysalisarchaeology.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

- A. Name: Alyssa Loorya, M.A., MPhil., R.P.A.
- B. Employer/Title: President and Principal Investigator
- C. Telephone number: [REDACTED] Fax number: NONE
- D. Email address: [REDACTED] Mobile number: [REDACTED]

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:
- 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;
 - 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.

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.

- 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?

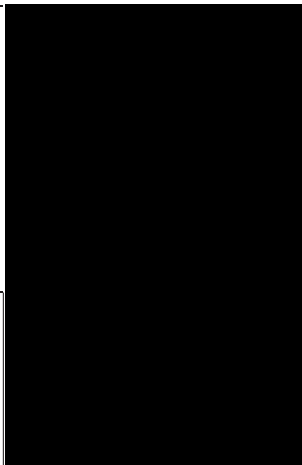
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?

(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?

(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?

(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?

(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?

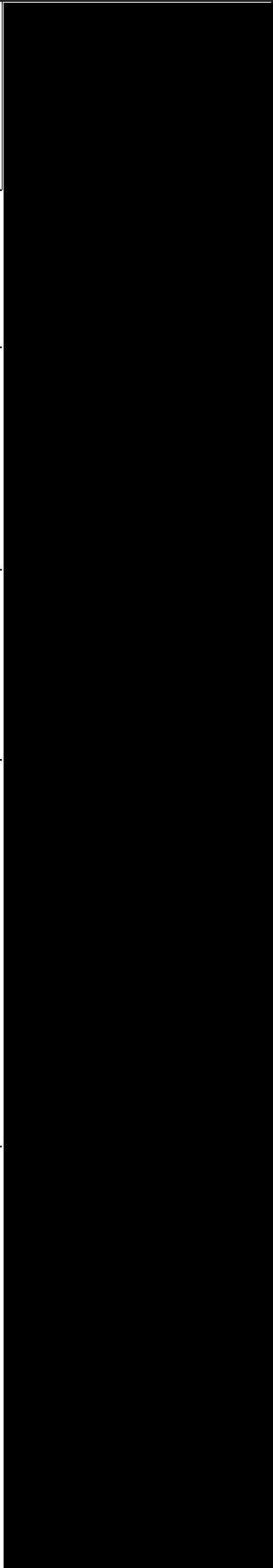
<p>(7) Within the past five (5) years, have Contractor's safety practices/procedures been evaluated and ruled as less than satisfactory by the City or State of New York, any other state, any public authority or any public entity, the United States government, the MTA, MTA affiliates or subsidiaries?</p>	
<p>(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>	

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.

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.

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.	
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.	
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.	
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.	
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.	
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	

<p>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>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>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.</p> <p>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:</p> <p style="margin-left: 40px;">Alyssa Loorya, M.A., MPhil., R.P.A.</p> <p>Name: _____</p> <p>Title: President and Principal Investigator _____</p> <p>Home address: _____</p> <p>Business address: 4110 Quentin Road; Brooklyn, New York 11234-4322 _____</p>	
<p>B. List the name, title, and home and business address of each director and principal officer of Contractor:</p> <p style="margin-left: 40px;">NONE</p> <p>Name: _____</p> <p>Title: _____</p> <p>Home address: _____</p> <p>Business address: _____</p>	
<p>C. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?</p>	

<p>D. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?</p>	
<p>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?</p>	
<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>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>H. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	
<p>I. Does the Contractor own or rent office space? Please provide details.</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>K. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</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</p>	

number of the owner's representative:

- (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: Archaeology
Kosciuszko Bridge Replacement (Phase IB)
Contract number: N/A
Dollar amount of award: [REDACTED]
Date completed: 2017
Name/Telephone number of company and owner's representative:
Elyse Doherty, Environmental Coordinator [REDACTED]@skanska.com
Dollar amount at completion: [REDACTED]

b. Brief description of work performed: Archaeology
50 Bowery, New York, NY (Phase IA and IB)
Contract number: N/A
Dollar amount of award: [REDACTED]
Date completed: 2016
Name/Telephone number of company and owner's representative:
Lauren Chu or David Ho [REDACTED]
Dollar amount at completion: [REDACTED]

c. Brief description of work performed: Archaeology
Peck Slip Reconstruction Project (Phase IB)
Contract number: N/A
Dollar amount of award: [REDACTED]
Date completed: 2017
Name/Telephone number of company and owner's representative:
[REDACTED]
Dollar amount at completion: [REDACTED]

- (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: _____

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

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.

a. 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:

NONE

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

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

Name: NONE

Currently employed by: (check as appropriate)

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

Name: NONE

Currently employed by:

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

Name: NONE

Currently employed by:

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

- (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: NONE

Currently employed by: _____

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

Name: NONE

Currently employed by: _____

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

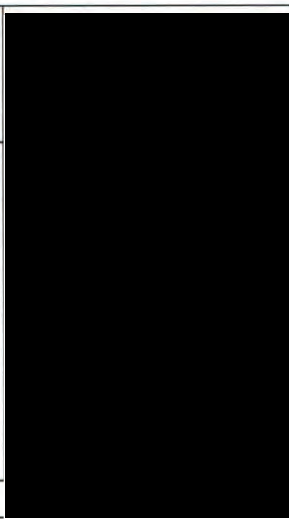
- O. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

P. Does Contractor have a subsidiary or affiliate?

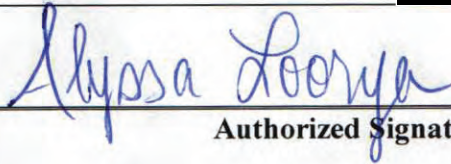
Q. Is Contractor a subsidiary of another entity?

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?

S. If the answer to P, Q or R is "YES," would Contractor's answers pertaining to Part V Questions A through M above

<p>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.</p>	
<p>T. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>See Section: _____</p>	

Contractor must sign here: _____



Authorized Signature

Date: 11 May 2017 _____

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

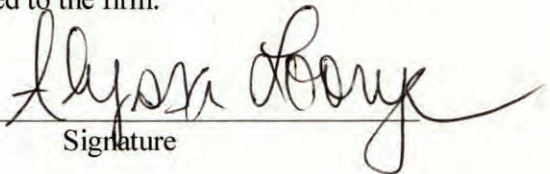
AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

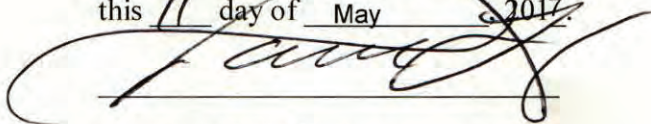
STATE OF New York)
) SS:
COUNTY OF Kings)

On the 11th day of May 2017, before me personally came and appeared
Alyssa Loorya by me known to be said person, who swore under oath as
follows:

1. I am Alyssa Loorya, President of Chrysalis Archaeological Consultants, Inc.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation
Authority Contractor Responsibility Form and, except as set forth in the stated
exceptions in Part III, the representations set forth in this questionnaire, are true,
accurate and complete. I authorize the MTA to verify any such information and
to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which
are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 11 day of May 2017.



Notary Public Kings County
My commission expires: 8-6-17



**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF New York)
) SS:
COUNTY OF Kings)

On the 11th day of May 2017, before me personally came and appeared
Alyssa Loorya by me known to be said person, who swore under oath as
follows:

1. I am Alyssa Loorya, President of Chrysalis Archaeological Consultants, Inc.
(Print name and title) (Print name of firm)
2. 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 Contractor previously submitted a Metropolitan Transportation Authority
Contractor Responsibility Form within one (1) year prior to the date hereof to
the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA
Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information
specified on such attached Contractor Responsibility Form except as follows:
NONE
6. I acknowledge and understand that the previously submitted MTA Contractor
Responsibility Form includes provisions which are deemed included in the
contract if awarded to the firm.

Alyssa Loorya
Signature

Sworn to and subscribed to before me
this 11 day of May 2017

Paul Link
Notary Public Kings County
My commission expires: 8-6-17



**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM
INSTRUCTIONS¹**

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving "Special Circumstances" must complete this form. "Special Circumstances" are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor's contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms "Contractor," "bidder," and "bidder/proposer" refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.

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.

4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.
6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;

- c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
11. 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.
12. 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: Chrysalis Archaeological Consultants, Inc.
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: [REDACTED]
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): S Corporation

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: N/A
 TIN, EIN, or SSN :
 Percentage of Ownership: _____

- (2) Partner/Party Name: N/A
 TIN, EIN or SSN: _____
 Percentage of ownership: _____

- D. State or country under whose laws Contractor is organized and year organized:
New York
- 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?
NO
- F. Contractor's mailing address: 4110 Quentin Road; Brooklyn, New York 11234-4322
- G. Contractor's street address (complete only if different than "F"): N/A

- H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)? No
- I. Contractor's telephone number: (718) 645-3962 Fax number: NONE
Email address: aloorya@chrysalisarchaeology.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

- A. Name: Alyssa Loorya, M.A., MPhil., R.P.A.
- B. Employer/Title: President and Principal Investigator
- C. Telephone number: [REDACTED] Fax number: NONE
- D. Email address: [REDACTED] Mobile number: [REDACTED]

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:
- 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;
 - 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.

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.

- 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? |  |
| (2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting? | |
| (3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract? | |
| (4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause? | |
| (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? | |
| (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? | |

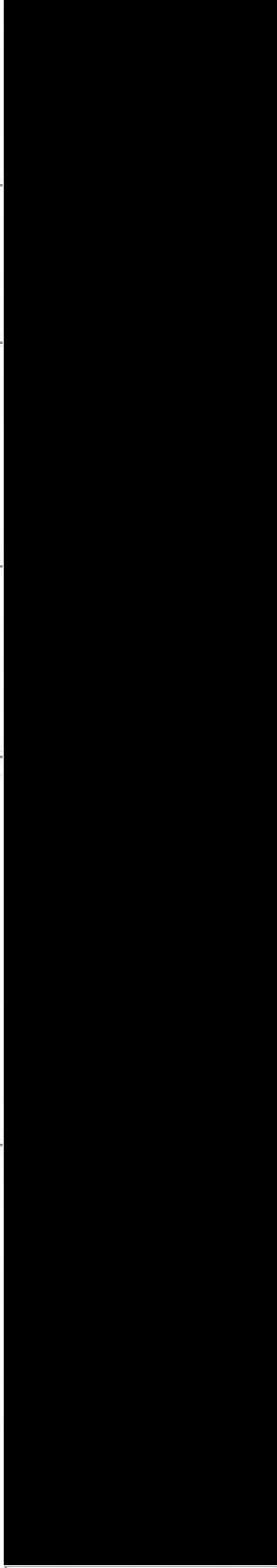
<p>(7) Within the past five (5) years, have Contractor's safety practices/procedures been evaluated and ruled as less than satisfactory by the City or State of New York, any other state, any public authority or any public entity, the United States government, the MTA, MTA affiliates or subsidiaries?</p>	
<p>(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>	

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.

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>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>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>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>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>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</p>	

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.

- 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.

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: Alyssa Loorya, M.A., MPhil., R.P.A.

Title: President and Principal Investigator

Home address:

Business address: 4110 Quentin Road; Brooklyn, New York 11234-4322

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

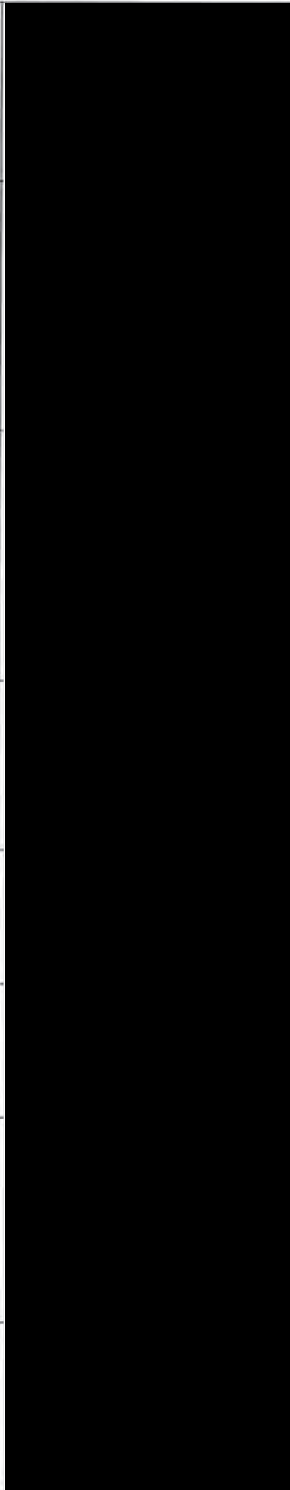
Name: NONE

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?

<p>D. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?</p>	
<p>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?</p>	
<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>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>H. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	
<p>I. Does the Contractor own or rent office space? Please provide details.</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>K. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</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</p>	

number of the owner's representative:

- (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: Archaeology
Kosciuszko Bridge Replacement (Phase IB)
Contract number: N/A
Dollar amount of award: [REDACTED]
Date completed: 2017
Name/Telephone number of company and owner's representative:
Elyse Doherty, Environmental Coordinator ([REDACTED]@skanska.com)
Dollar amount at completion: [REDACTED]

b. Brief description of work performed: Archaeology
50 Bowery, New York, NY (Phase IA and IB)
Contract number: N/A
Dollar amount of award: [REDACTED]
Date completed: 2016
Name/Telephone number of company and owner's representative:
Lauren Chu or David Ho ([REDACTED])
Dollar amount at completion: [REDACTED]

c. Brief description of work performed: Archaeology
Peck Slip Reconstruction Project (Phase IB)
Contract number: N/A
Dollar amount of award: [REDACTED]
Date completed: 2017
Name/Telephone number of company and owner's representative:
Peter Roloff ([REDACTED])
Dollar amount at completion: [REDACTED]

- (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: _____

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

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.

a. 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:
NONE

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

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

Name: NONE

Currently employed by: (check as appropriate)

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

Name: NONE

Currently employed by:

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

Name: NONE

Currently employed by:

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

- (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: NONE

Currently employed by: _____

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

Name: NONE

Currently employed by: _____

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

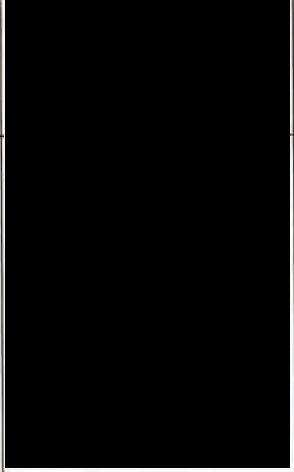
- O. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

P. Does Contractor have a subsidiary or affiliate?

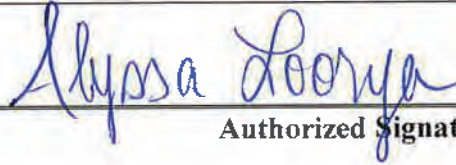
Q. Is Contractor a subsidiary of another entity?

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?

S. If the answer to P, Q or R is "YES," would Contractor's answers pertaining to Part V Questions A through M above

<p>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.</p>	
<p>T. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>See Section: _____</p>	

Contractor must sign here: _____



Authorized Signature

Date: _____

11 May 2017

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

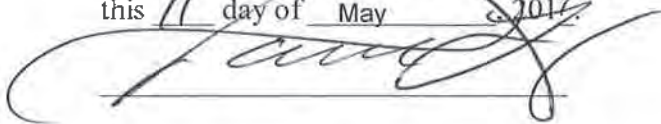
STATE OF New York)
) SS:
COUNTY OF Kings)

On the 11th day of May, 2017, before me personally came and appeared
Alyssa Loorya by me known to be said person, who swore under oath as
follows:

1. I am Alyssa Loorya, President of Chrysalis Archaeological Consultants, Inc.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation
Authority Contractor Responsibility Form and, except as set forth in the stated
exceptions in Part III, the representations set forth in this questionnaire, are true,
accurate and complete. I authorize the MTA to verify any such information and
to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which
are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 11 day of May, 2017.



Notary Public Kings County
My commission expires: 8-6-17



**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF New York)
) SS:
COUNTY OF Kings)

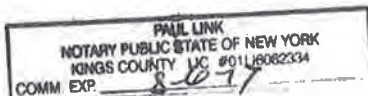
On the 11th day of May 2017, before me personally came and appeared
Alyssa Loorya by me known to be said person, who swore under oath as
follows:

1. I am Alyssa Loorya, President of Chrysalis Archaeological Consultants, Inc.
(Print name and title) (Print name of firm)
2. 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 Contractor previously submitted a Metropolitan Transportation Authority
Contractor Responsibility Form within one (1) year prior to the date hereof to
the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA
Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information
specified on such attached Contractor Responsibility Form except as follows:
NONE
6. I acknowledge and understand that the previously submitted MTA Contractor
Responsibility Form includes provisions which are deemed included in the
contract if awarded to the firm.

Alyssa Loorya
Signature

Sworn to and subscribed to before me
this 11 day of May 2017

Paul Link
Notary Public Kings County
My commission expires: 8-6-17



**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF New York)
) ss:
COUNTY OF New York)

On the 14th day of June 2017, before me personally came and appeared
_____ by me known to be said person, who swore under oath as follows:

1. I am Norman Hinsey
Program Manager of CSA Group NY Architects and Engineers, P.C.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 14 day of June, 2017.



Notary Public Kings County

My commission expires: January 25, 2018

VINCENT D. DIANCO
Notary Public, State of New York
No. 24-4904378
Qualified in Kings County
Certificate filed in New York County
Commission Expires: Dec. 21, 2017

Jan 25, 2018

APPENDIX K

CONTRACTOR RESPONSIBILITY FORM

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

INSTRUCTIONS²

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving "Special Circumstances" must complete this form. "Special Circumstances" are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor's contract.
2. Reserved
3. For purposes of this questionnaire, the terms "Contractor," "bidder," and "bidder/proposer" refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.
6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.

² 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.

Contract DW-39/RK-00
Mta/Tr Legal
(Revised 07/15/10)

8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III, C, IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
11. 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.

12. 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 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.

PART I. IDENTITY OF CONTRACTOR:

A. Contractor's full legal name: CSA Group NY Architects and Engineers, P.C.

B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: [REDACTED]

C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.):
Corporation

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:
New York - 2001

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? No

F. Contractor's mailing address: 55 Broadway, 14th fl., New York, NY 10006

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

H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)? 40 Wall Street, New York, NY 10005

I. Contractor's telephone number: 212-677-0777 Fax number: use e-mail

Email address: nhinsey@csagroup.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Norman Hinsey, PE, LEED AP

B. Employer/Title: CSA Group NY Architects and Engineers, P.C. / Program Manager

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address: [REDACTED]@csagroup.com Mobile number: [REDACTED]

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.

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

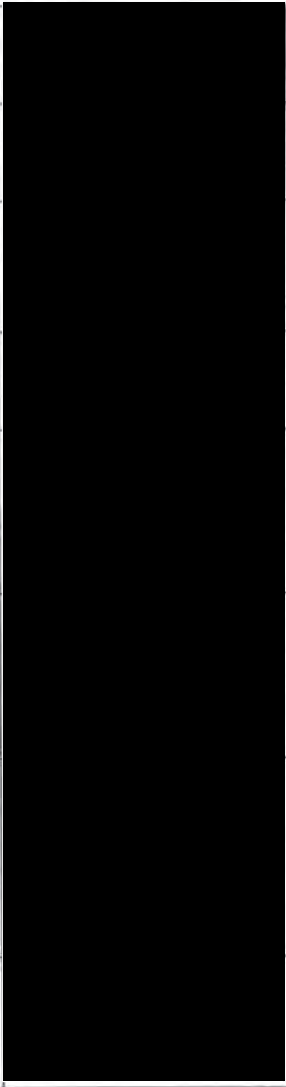
new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

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.

- 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?	
2. Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	
3. Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	
4. Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	
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?	
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?	
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?	
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.	

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.

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.

- 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.
- 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.
- 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?
- 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.
- 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.

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.

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.

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: Jesus J. Suarez - 99%

Title: President/CEO

Home address: [REDACTED]

Business address: 55 Broadway, 14th fl., New York, NY 10006

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: _____

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

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.

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: _____

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

NONE

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

1. Who are currently employees of MTA or any MTA subsidiary or affiliate: N/A

Name: N/A

Currently employed by: (check as appropriate)

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

Name: N/A

Currently employed by: (check as appropriate)

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

Name: N/A

Currently employed by: (check as appropriate)

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

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: N/A

Currently employed by: (check as appropriate)

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

Name: N/A

Currently employed by: (check as appropriate)

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

<p>O. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.</p>	
<p>P. Does Contractor have a subsidiary or affiliate?</p>	
<p>Q. Is Contractor a subsidiary of another entity?</p>	
<p>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?</p>	
<p>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.</p>	
<p>T. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>See Section: <u>Please refer to SF 330</u></p>	

Contractor must sign here: _____

Authorized Signature

Date: 5/26/2017

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM
AFFIDAVIT AND ACKNOWLEDGEMENT**

(Complete and submit this Affidavit and Acknowledgement Form)

STATE OF PA)
) SS:
COUNTY OF Phila)

On the 26 day of May 2017, before me personally came and appeared
by me known to be said person, who swore under oath as follows:

Norman Hinse PE, LEED AP CSA Group NY Architects and
I am Program Manager of Engineers, P.C.
(Print name and title) (Print name of firm)

I am duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.

The answers to the questions set forth in the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.

I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

Cathleen D'Alonzo
Signature

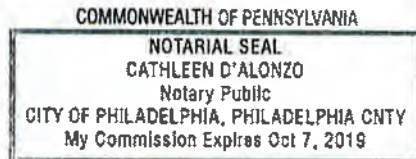
Sworn to and subscribed to before me

this 26 day of May, 2017.

Cathleen D'Alonzo

Notary Public Phila County

My commission expires: 10/7/2019





Appendix K: Contractor Responsibility Form Attachments

PART V

- I. Does the Contractor own or rent office space? Please provide details.

CSA Group currently has a lease agreement with 55 Broadway, LLC for the entire 14th fl. at 55 Broadway, New York, NY 10006. The lease agreement was made on 5/17/2013 and is good for 5 years.

- O. 3 Years Reviewed Financials

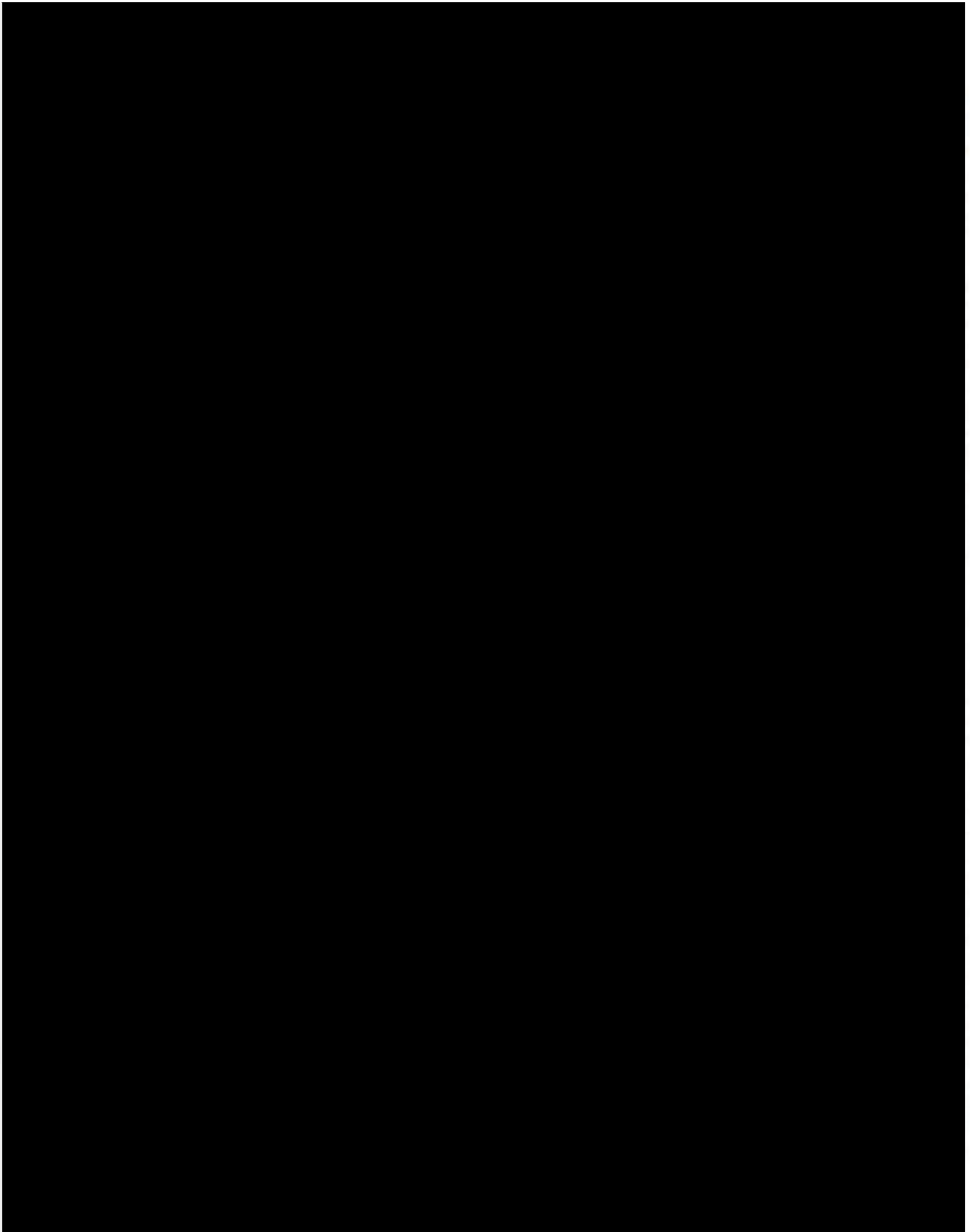
Financial Statements attached.

- P. Does Contractor have a subsidiary or affiliate?

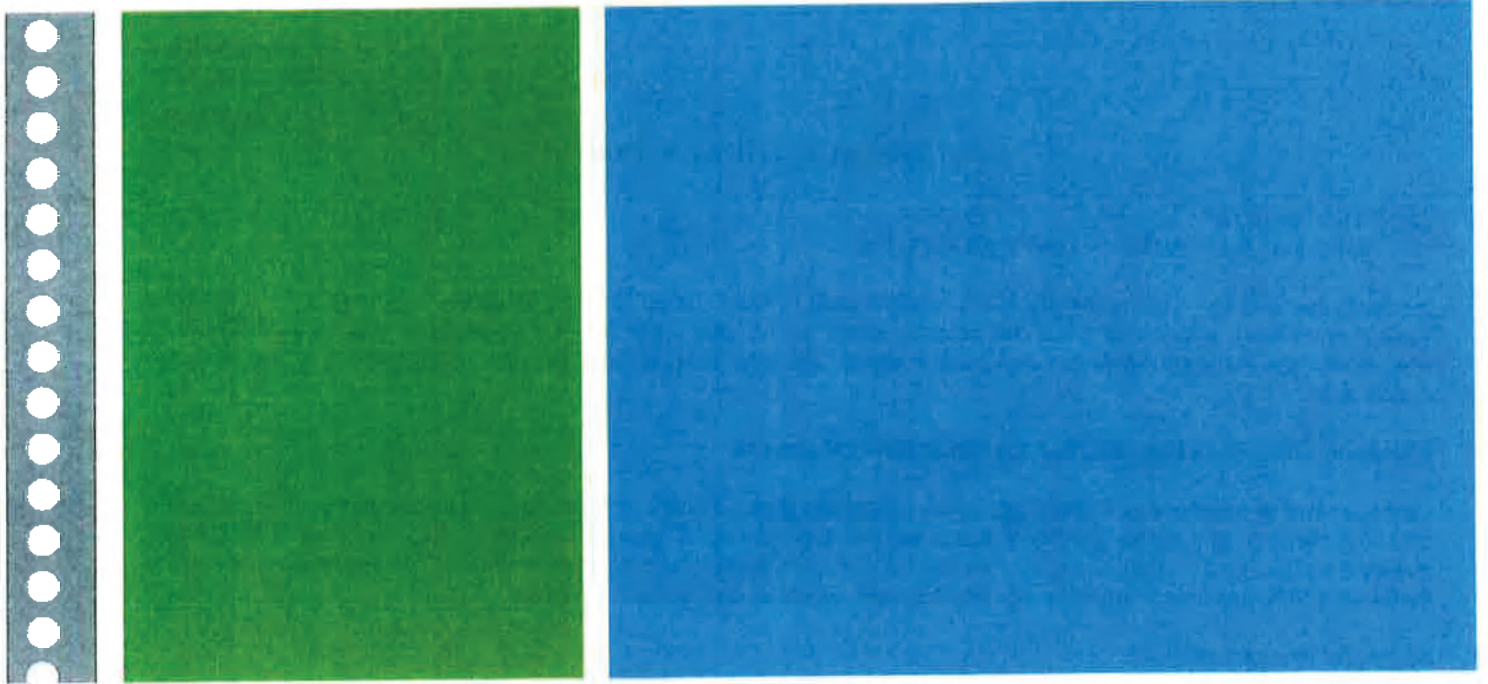
Attached.

- R. Within the past five (5) years or currently, does Contractor, and 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?

Attached.



RSM Puerto Rico



CSA Group NY Architects and Engineers, P.C.

Financial Statements
December 31, 2015

SCHEDULE IX

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS¹

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving "Special Circumstances" must complete this form. "Special Circumstances" are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor's contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms "Contractor," and "Proposer" refer to both a Proposer and to the firm to be awarded the Contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.
6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this

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.

questionnaire and reference the question/answer appropriately.

8. This form includes:
 - a. Contractor representations and obligations (Part III) which (a) apply to Contractor's 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 Proposal, identify the provision and explain the reason in detail on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its Proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
11. 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.
12. 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 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor’s full legal name: Environmental Planning & Management, Inc.
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”) and Social Security Number (“SSN”), as applicable: [REDACTED]
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.): Corporation

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: NYS, 1988
- 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? No
- F. Contractor’s mailing address: 1983 Marcus Avenue, Suite 109
Lake Success, NY 11042

- 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)? No
- I. Contractor's telephone number: 516-328-1194 Fax number: 516-328-1381
Email address: asocrates@epmco.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

- A. Name: David R. Wester
- B. Employer/Title: EPM/Proposal Manager
- C. Telephone number: [REDACTED] Fax number: [REDACTED]
- D. Email address: [REDACTED] 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 Proposal each Proposer and each person signing on behalf of any Proposer 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 his 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 Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - c. No attempt has been made 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.
- (2) A Proposal 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 Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefor. Where (1) (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 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 Proposer (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 proposed, 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 Proposed 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.

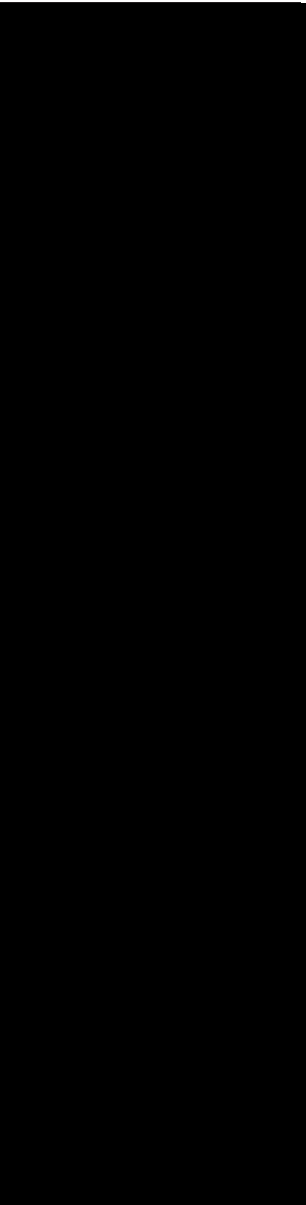
(3) In the event Contractor has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of 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.

C. The following questions apply to any 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?

(2) Has Contractor been debarred, suspended, or otherwise

disqualified from Bidding, proposing, or contracting?	
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	
(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?	
(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?	
(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?	
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.	

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 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.

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.

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.

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.

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.

D. Is currently disqualified from selling or submitting 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.

E. Within the past five (5) years, has refused to testify or to answer any question concerning a Proposal 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.

F. Is currently disqualified from selling or submitting a Proposal 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.

- G. Has within a ten (10) year period preceding this 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 Proposal or 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.

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: A. Stacey Gogos (Item B also applies)

Title: President

Home address: [REDACTED]

Business address: 1983 Marcus Avenue, Suite 109, Lake Success, NY 11042

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

Name: Aphrodite Socrates (Item A also applies)

Title: Vice President

Home address: [REDACTED]

Business address: 1983 Marcus Avenue, Suite 109, Lake Success, NY 11042

C.	In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?
D.	In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority? -SEE ATTACHED ADDENDUM-
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?
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?
G.	Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?
H.	During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?
I.	Does the Contractor own or rent office space? Please provide details. -SEE ATTACHED ADDENDUM-
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?
K.	Does Contractor share office space, staff, equipment, or expenses

with any other entities? If "YES", please provide details.	
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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:

(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.

Oversight of lead disturbance reconstruction

a. Brief description of work performed: of Paerdergat Basin Bridge (NYCDOT)
 Contract number: HBK1024A
 Dollar amount of award: [REDACTED]
 Date completed: April 2015
 Name/Telephone number of company and owner's representative:
William Ferdinandsen, P.E., Greenman-Pedersen, Inc. (347) 702-6430, [REDACTED]
 Dollar amount at completion: [REDACTED]

Oversight of asbestos abatement at

b. Brief description of work performed: 140-01 123rd Ave, Jamaica, Queens (DASNY)
 Contract number: [REDACTED]
 Dollar amount of award: [REDACTED]
 Date completed: June 2015
 Name/Telephone number of company and owner's representative:
Ronald Lanner, RA, LEED AP, H2M [REDACTED]
 Dollar amount at completion: [REDACTED]

Asbestos survey and abatement monitoring for

c. Brief description of work performed: demolition of Ellison Ave. Bridge (LIRR)
 Contract number: [REDACTED]
 Dollar amount of award: [REDACTED]
 Date completed: July 2015
 Name/Telephone number of company and owner's representative:
Fred Locher, Posillico Civil Inc., [REDACTED]
 Dollar amount at completion: [REDACTED]

(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.

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: _____

d. 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: _____

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

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.

a. 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: NONE

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

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

Name: _____ N/A

Currently employed by: (check as appropriate)

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 ☐

Name: _____

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

- (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 Proposal or would be involved in the performance of the contract if it is awarded to Contractor.

Name: _____ N/A

Currently employed by: _____

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: _____

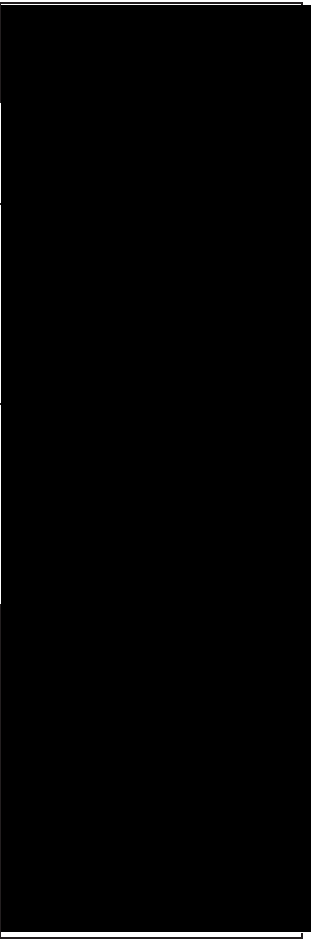
Currently employed by: _____

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

- O. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

-SEE ATTACHED STATEMENTS FOLLOWING ADDENDUM-

<p>P. Does Contractor have a subsidiary or affiliate? -SEE ATTACHED ADDENDUM-</p>	
<p>Q. Is Contractor a subsidiary of another entity?</p>	
<p>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? -SEE ATTACHED ADDENDUM-</p>	
<p>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. -SEE ATTACHED ADDENDUM-</p>	
<p>T. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's Proposal, please enter below the reference to that section in Contractor's submission that responds to this question. -SEE TEXT BELOW-</p> <p>See Section: _____</p>	

EPM has a staff of over 45 individuals available for this contract. Equipment needed to facilitate this contract is stored and maintained in a separate storage room (app. 2000 SF) at 1983 Marcus Avenue in Lake Success, NY. The type of equipment available for this contract includes sampling pumps, rotometers, generators, fans/leaf blowers, tripods, harnesses, 4-gas meters, PIDS, XRF, and disposable health and safety gear.

VI. Additional Responsibility Requirements

- A. During the last ten years, has your firm, or any division or unit thereof, been certified as having its quality system in compliance with a quality standard of the International Standard Organization?



If yes, list all certifications (e.g., ISO-9001, 9002, 9003,9004) or similar qualifications, the period of certification/qualification, and each certifying/qualifying agency.

If any such certification/qualification has been revoked or otherwise not maintained, state the reason(s) or nature of the circumstance(s).

Contractor must sign here: _____


Authorized Signature

Date: 12/27/2016

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF New York)
) ss:
COUNTY OF Nassau)

On the 27th day of December, 2016, before me personally came and appeared
Aphrodite Socrates by me known to be said person, who swore under oath as follows:

1. I am A. Stacey Gogos, President of Environmental Planning & Management, Inc.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority
Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III,
the representations set forth in this questionnaire, are true, accurate and complete. I
authorize the MTA to verify any such information and to conduct any background checks
it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed
included in the contract if awarded to the firm.



Signature

Sworn to and subscribed to before me
this 27th day of December, 2016.



Notary Public Suffolk County

DAVID R. WESTER
NOTARY PUBLIC, State of New York
No 01WE6176785
Qualified in Suffolk County
Commission Expires November 5, 20 19

My commission expires: 11/5/2019

Detail for Various Items With 'YES' Responses on Consultant Responsibility Form

Part V. ADDITIONAL QUESTIONS:

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

PRIME CONTRACT	CONSULTANT	AGENCY	DESCRIPTION
		LIRR	Replacement of Ellison Avenue Bridge
		LIRR	Port Washington Substation Replacement Project
		LIRR	Preliminary Design Services for Replacement of Ellison Avenue Bridge
		LIRR	Jamaica capacity Improvement Phase I
		LIRR	3 Freight Bridges Rehabilitation
		LIRR	Jamaica Station Exterior Rehabilitation/ Lighting
		LIRR	Montauk Bridges
		LIRR	Massapequa Pocket Track
		LIRR	Rehab of Massapequa Station Platform
		LIRR	Jamaica Station Exterior Building Rehab
		LIRR	Infrastructure Improvements on Colonial Road Bridge over Long Island Railroad
		MNRR	REI for Grand Central Terminal Projects
		MNRR	GCT Training Facility 7b Design (and extension of B Hall extensions)
		MNRR	Rehab of 4 Overhead Bridges in Mt. Vernon
		MNRR	Miscellaneous Improvements to the Grand Central Terminal Train Shed
		MNRR	Harlem River Lift Phase II Design
		MNRR	REI Services North White Plains Station
		MNRR	Otisville Tunnel Rehabilitation
		MNRR	GEC Design and Engineering- Repair/Replacement of Undergrade Bridges - East of Hudson
		MNRR	Priority Repairs to the Park Avenue Tunnel and GCT
		MNRR	Harlem River Lift Bridge Cable Replacement
		MNRR	Repairs to Moodna Viaduct
		MNRR	Roof Investigations & Rehabilitaion Designs for MNRR Yard Buildings
		MNRR	GCT Leaks Remediation Project
		MNRR	Fordham Station Capacity Improvements
		NYCT	IQ Supervision of Asbestos Abatement and Lead Disturbance
		NYCT	Long Term Flood Mitigation at 207 St Yard (part of IQ Sandy Recovery

PRIME CONTRACT	CONSULTANT	AGENCY	DESCRIPTION
		NYCT	IQ Lead and Asbestos Design/Air Monitoring
		NYCT	Indefinite Quantity Asbestos and Lead
		NYCT	Asbestos and Lead Environmental Engineering Service
		TBTA	VN-80C, Asbestos Testing on Ramp B at Verrazano Bridge
		TBTA	GFM-468C, Misc Design Services As Needed
		TBTA	GFM-468, Misc Construction Services As Needed
		TBTA	VNC-0801, Toll Plaza and Canopy Roof Repairs to Verrazano-Narrows Bridge
		TBTA	GFM-488C, Misc CI Services As Needed
		TBTA	TN-87B/TNM-338, CI for Anchorage and Tower Protection at Throgs Neck Bridge
		TBTA	BB-45, CI for Replacement of Switchgear and Power Distribution System at Brooklyn Battery Tunnel
		TBTA	TN-85C, CI for Suspended Span Deck Repairs at Throgs Neck Bridge
		TBTA	BW-89C, CI for Replacement of Queens Approach at Bronx Whitestone Bridge
		TBTA	MP-03, Mechanical Rehab of Marine Parkway Bridge
		TBTA	TN-82B, CI for Repair of Deck Structures at Throgs Neck Bridge
		TBTA	QM-18, Rehab of Manhattan Exit Plaza at Queens Midtown Tunnel
		TBTA	BB-54, Rehab of Brooklyn Plaza Pavement/Structural Slab at Brooklyn Battery Tunnel
		TBTA	MP-21, Rehab of Marine Parkway Pedestrian Bridges
		TBTA	QM-30, CI for Replacement of Electrical Switchgear and Power Distribution System at Queens Midtown Tunnel
		TBTA	Integrated Electronic Security System at Bronx Whitestone and RFK Bridges
		TBTA	BW-97/BW-97B, CA/CI for Concrete Repairs at Bronx Whitestone Bridge
		TBTA	GFM-497E, On-Call Design Services
		TBTA	HH-89, Retrofit/Repair North & South Skewbacks and Approach Concrete Piers at Henry Hudson Bridge
		TBTA	On-Call Design Services for Federal Contracts
		TBTA	VN-80C, CI for Construction of New Bus/HOV Ramp at Verrazano Narrows Bridge

PRIME CONTRACT	CONSULTANT	AGENCY	DESCRIPTION
		TBTA	AW-48, Scoping of Toll Plaza Layouts at Various Facilities
		TBTA	GFM-510C, On-Call CI Services
		TBTA	GFM-510E, On-Call CI Services
		TBTA	MP-06, CI for Substructure and Underwater Work at Marine Parkway Bridge
		TBTA	VN-84, Reconstruction and Rehabilitation of Belt Pkwy
		TBTA	CA/ Inspection Services for Sandy Restoration
		TBTA	CA/CI 23A 125 th Street Manhattan
		TBTA	Misc Authority Painting at RFK Bridge
		TBTA	VN-34, Design and CSS for Inspection/Testing of Main Cable and Suspender Ropes at Verazzano Bridge
		TBTA	MP-03/MP-16, CI for Electrical/Mechanical Rehab and Other Services at Marine Parkway Bridge
		TBTA	BW-14/BW-84, CI for Structural Repairs, Removal of Tuned Mass Damper, and Inspection of Main Cable Panels at Bronx-Whitestone Bridge
		TBTA	TN-60, CI for Dehumidification System for Main Cable Splays and Elimination of Water Infiltration into Anchorages at Throgs Neck Bridge

I. Does the Contractor own or rent office space? Please provide details.

EPM leases space at 1983 Marcus Avenue in Lake Success, NY from CLK Houlihan Parnes

P. Does the Contractor have a subsidiary or affiliate?

EPM has an affiliated testing facility, [REDACTED] located at 14-26 28th Avenue in Long Island City, NY.

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% interest or more in Contractor have a 10% interest or more in Contractor have a 10% interest or more in any other firm or legal entity?

[REDACTED]

S. If the answer to P, Q, or R is "YES", would Contractor's answers pertaining to Part V Questions A through M 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.

Yes, the answers would be the same.

Environmental Planning & Management, Inc.

**Financial Statements
And Supplementary Information**

**Years ended
December 31, 2015 and 2014**

Joseph A. Albano, C.P.A., P.C.

Certified Public Accountant



**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

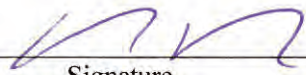
AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF New York)
) ss:
COUNTY OF Nassau)

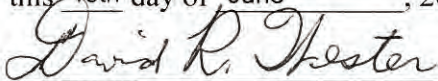
On the 15th day of June 2017, before me personally came and appeared
A. Stacey Gogos by me known to be said person, who swore under oath as follows:

1. I am A. Stacey Gogos of Environmental Planning & Management, Inc.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority
Contractor Responsibility Form and, except as set forth in the stated exceptions in Part
III, the representations set forth in this questionnaire, are true, accurate and complete. I
authorize the MTA to verify any such information and to conduct any background
checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are
deemed included in the contract if awarded to the firm.



Signature

Sworn to and subscribed to before me
this 15th day of June, 2017.



Notary Public Suffolk County

My commission expires: 11-5-2019

DAVID R. WESTER
NOTARY PUBLIC, State of New York
No 01WE6178785
Qualified in Suffolk County
Commission Expires November 5, 2019

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS¹

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
- a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

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

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:

_____ New York, 2000

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? No

F. Contractor's mailing address: 17 State Street, 36th Floor

New York, NY 10004

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)? Yes, 11 Broadway, 21st Floor, New York, NY 10004

I. Contractor's telephone number: (646) 722-0000 Fax number: (212) 785-8018

Email address: sbayat@entech-pc.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Asal Khanbilvardi

B. Employer/Title: Marketing Coordinator

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D.	Email address: [REDACTED]@entech-pc.com	Mobile number: N/A
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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.

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.

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

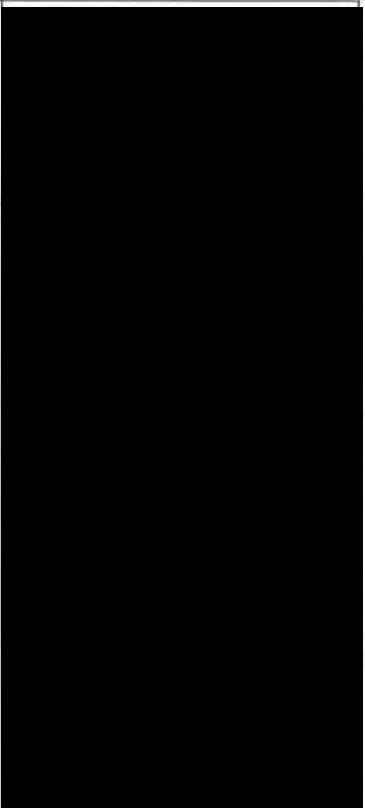
Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, 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?

(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?

(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?

(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?

<p>(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?</p>	
<p>(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?</p>	
<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>(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>	

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.

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.

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.

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.

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.

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.

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.

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.

- 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.

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: Susan Bayat, PE

Title: President

Home address: [REDACTED]

Business address: 17 State Street, 36th Floor, New York, NY 10004

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

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

<p>D. 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?</p>	
<p>E. 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>F. 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>G. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	
<p>H. Does the Contractor own or rent office space? Please provide details.</p>	
<p>I. 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>J. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</p>	
<p>K. Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: _____</p> <p>REI for Reconstruction of Willis Avenue Bridge</p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p>	

Date completed: 2016

Name/Telephone number of company and owner's representative: Robert Collyer,

Dollar amount at completion: _____

b. Brief description of work performed: Environmental Services for Asbestos, Lead, Mold, and PCBs

Contract number: _____

Dollar amount of award: _____

Date completed: April 2015

Name/Telephone number of company and owner's representative: Kwame Fosu,

Dollar amount at completion: _____

c. Brief description of work performed: _____

REI for Rehabilitation of Bruckner Expressway over Amtrak/CSX Railroads

Contract number: _____

Dollar amount of award: _____

Date completed: April 2015

Name/Telephone number of company and owner's representative: Richard Solomon,

Dollar amount at completion: _____

- (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: _____

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

(3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

See Appendix A

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others. If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:
 NONE _____

M. 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)

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 ☐

Name: _____

Currently employed by: _____

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

- (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: _____

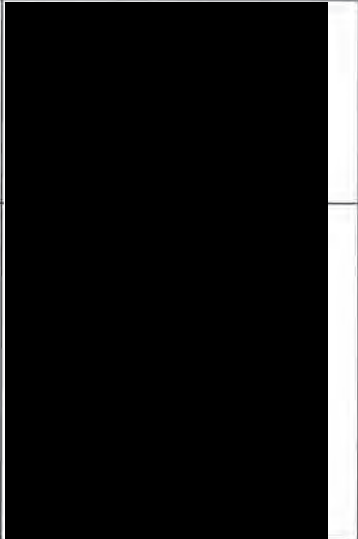
MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐
 LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

- O. Does Contractor have a subsidiary or affiliate?

- P. Is Contractor a subsidiary of another entity?

- Q. 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?

<p>R. 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.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p>	
<p>T. See Section: _____</p>	

Contractor must sign here: Subin B. J. [Signature]
 Authorized Signature

Date: June 16th, 2017

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

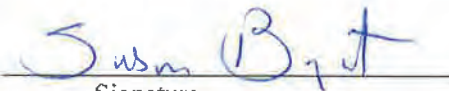
AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF New York)
) ss:
COUNTY OF New York)

On the 16th day of June, 2017, before me personally came and appeared
Susan Bayat, PE by me known to be said person, who swore under oath as follows:

1. I am Susan Bayat, PE, President of EnTech Engineering, PC.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 16th day of June, 2017.



Notary Public Richard County

My commission expires: 09/02/2020

BARBARA DULSKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU6192613
Qualified In Richmond County
My Commission Expires 09-02-2020

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF New York)
) ss:
COUNTY OF New York)

On the 16th day of June, 2017, before me personally came and appeared
Susan Bayat, PE by me known to be said person, who swore under oath as follows:

1. I am Susan Bayat, PE, President of EnTech Engineering, PC.
(Print name and title) (Print name of firm)
2. 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 Contractor previously submitted a Metropolitan Transportation Authority Contractor Responsibility Form within one (1) year prior to the date hereof to the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

6. I acknowledge and understand that the previously submitted MTA Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.

Susan Bayat
Signature

Sworn to and subscribed to before me
this 16th day of June, 2017.

Richard
Notary Public Richmond County

My commission expires: 09/02/20

BARBARA DULSKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DU6192613
Qualified in Richmond County
My Commission Expires 09-02-2020

Appendix A

REI for Reconstruction of Willis Avenue Bridge

Agency: NYCDOT

Contract: [REDACTED]

Completion Date: 2016

Reference: Robert Collyer, PE, [REDACTED]

Amount at Completion: [REDACTED]

Project Construction Cost: [REDACTED]

Environmental Services for Asbestos, Lead, Mold, and PCBs

Agency: NYCSCA

Contract: [REDACTED]

Completion Date: April 2015

Reference: Kwame Fosu, [REDACTED]

Amount at Completion: [REDACTED]

REI for Rehabilitation of Bruckner Expressway over Amtrak/CSX Railroads

Agency: NYCDOT

Contract: [REDACTED]

Completion Date: April 2015

Reference: Richard Solomon, [REDACTED]

Amount at Completion: [REDACTED]

Project Construction Cost: [REDACTED]

CM Services for Harlem River Lift Bridge Rehabilitation Project

Agency: MTA-MNR

Contract: [REDACTED]

Completion Date: 8/3/2016

Reference: Raymond Moran, [REDACTED]

Amount at Completion: [REDACTED]

Project Construction Cost: [REDACTED]

REI Services in Connection with Protective Coating of Greenpoint Avenue Bridge over Newtown Creek

Agency: NYCDOT

Contract: [REDACTED]

Completion Date: 2016

Reference: Brandon O'Shea, [REDACTED]

Amount at Completion: [REDACTED]

Project Construction Cost: [REDACTED]

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA**Long Form****METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS²**

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

² 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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
 - a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: Gayron de Bruin Land Surveying and Engineering, P.C.
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: [REDACTED]
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): Professional Corporation

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: Not Applicable

TIN, EIN, or SSN: _____

Percentage of Ownership: _____

(2) Partner/Party Name: Not Applicable

TIN, EIN or SSN: _____

Percentage of ownership: _____

D. State or country under whose laws Contractor is organized and year organized:

New York State - 2010

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? No

F. Contractor's mailing address: 11 Union Avenue, Bethpage, NY 11714

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

H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)? No

I. Contractor's telephone number: 516-579-3111 Fax number: 516-579-2235

Email address: cgayron@gayrondebruin.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Christine Gayron, LS

B. Employer/Title: Gayron de Bruin / President

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address: [REDACTED]@gayrondebruin.com Mobile number: [REDACTED]

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.

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:

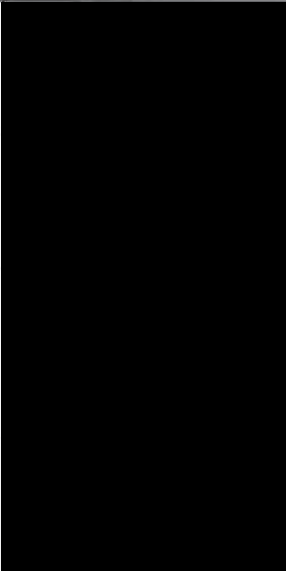
- (1) No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the 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.

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?		
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?		
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?		
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?		

(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?	
(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?	
(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?	
(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.	

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.

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.		
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.		
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.		
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.		
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.		
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.		
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.

- 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.

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: Christine Gayron

Gregory de Bruin

Title: President

Senior Vice President

Home address: [REDACTED]

Business address: 11 Union Avenue, Bethpage, NY 11714

11 Union Avenue, Bethpage, NY 11714

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

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

D. 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?	
E. 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?	
F. Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	
G. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	
H. Does the Contractor own or rent office space? Please provide details.	
I. 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? Gayron de Bruin Land Surveying and Engineering, P.C. is a tenant to Nanjim Realty Corporation. Gregory de Bruin is a principal owner of Nanjim Realty. The office space is rented.	
J. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	
<p>K. Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>Surveying Services</u></p> <p>Contract number: <u>D031054 Term Agreement for Surveying Long Island and New York City</u></p> <p>Dollar amount of award: <u>[REDACTED]</u></p>	

Date completed: 2016

Name/Telephone number of company and owner's representative: Louis Visconti, [REDACTED]

Dollar amount at completion: [REDACTED]

b. Brief description of work performed: Surveying Services

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: 2016

Name/Telephone number of company and owner's representative: [REDACTED]

Dollar amount at completion: [REDACTED]

c. Brief description of work performed: Survey and Highway Design

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: 2016

Name/Telephone number of company and owner's representative: Louis Visconti, [REDACTED]

Dollar amount at completion: [REDACTED]

- (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: _____

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

- (3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:
None. _____

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

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

Name: None. _____

Currently employed by: (check as appropriate)

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 ☐

Name: _____

Currently employed by: _____

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

- (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 ☐

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

- O. Does Contractor have a subsidiary or affiliate?

- P. Is Contractor a subsidiary of another entity?

- Q. 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?

<p>R. 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.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p>	
<p>T. See Section: <u>Volume 2 Package 2</u></p>	

Contractor must sign here:  _____
Authorized Signature

Date: June 14, 2017

GAYRON DE BRUIN LAND SURVEYING
AND ENGINEERING P.C.

FINANCIAL STATEMENTS
AND
ACCOUNTANTS' COMPILATION REPORT
YEAR ENDED DECEMBER 31, 2014

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SCHEDULE XI – NYS CERTIFICATION OF RESTRICTIONS ON LOBBYING

All procurements by LIRR in excess of \$15,000 annually are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with LIRR intended to influence a procurement) during a procurement must be made with the designated Point of Contact only. Exceptions to this rule include written questions during the bid process, communications with regard to protests, contract negotiations and RFP conference participants. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate LIRR officer and investigated accordingly. First violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. LIRR will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the LIRR President and OGS.

Moreover, the statutes require LIRR to obtain certain affirmation and certifications from Bidders and Proposers. This schedule contains the forms to comply, with additional information and instructions.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Instructions:

New York State Finance Law Section 139-k(2) obligates LIRR to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law Section 139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law Section 139-j, or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law Section 139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

THE FORMS ARE ON THE NEXT PAGES

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**Name of Bidder / Proposer: Hayduk Engineering, LLCAddress: 1010 Route 112, Suite 310, Port Jefferson Station, NY 11776Name and Title of Person Submitting this Form: Stephen G. Hayduk, Managing Member

Has any governmental entity* made a finding of non-responsibility regarding the Bidder/Proposer in the previous four (4) years?

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law Section 139-j?

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?

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?

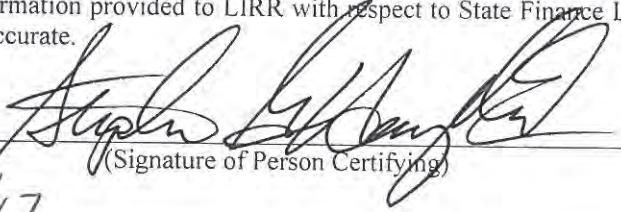
*A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of those 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 Section 139-j, paragraph 1.a)

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k

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) Certifies that all information provided to LIRR with respect to State Finance Law Sections 139-j and 139-k is complete, true, and accurate.

By: 
(Signature of Person Certifying)

Date: 4/14/17

Print Name: Stephen G. Hayduk

Print Title: Managing Member

Bidder/Proposer or Contractor/Consultant: Hayduk Engineering, LLC
(Full Legal Name)

Address: 1010 Route 112, Suite 310
Port Jefferson Station, NY 11776

Business Telephone Number: 631-476-0600

LIRR'S RIGHT TO TERMINATE

LIRR 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 Section 139-k was intentionally false or intentionally incomplete. Upon such finding, LIRR may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.

Rev. 11/1/11

SCHEDULE XI – NYS CERTIFICATION OF RESTRICTIONS ON LOBBYING

All procurements by the Railroad in excess of \$15,000 annually are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with the Railroad intended to influence a procurement) during a procurement must be made with the designated Point of Contact only. Exceptions to this rule include written questions during the bid process, communications with regard to protests, contract negotiations and RFP conference participants. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate Railroad officer and investigated accordingly. First violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The Railroad will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the Railroad President and OGS.

Moreover, the statutes require the Railroad to obtain certain affirmation and certifications from Bidders and Proposers. This schedule contains the forms to comply, with additional information and instructions.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Instructions:

New York State Finance Law Section 139-k(2) obligates the Railroad to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law Section 139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law Section 139-j, or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law Section 139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

THE FORMS ARE ON THE NEXT PAGES

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Bidder / Proposer: LTK Engineering Services of New York LLP

Address: 100 West Butler Avenue, Ambler, PA 19002

Name and Title of Person Submitting this Form: Dominic A. DiBrito, Partner

Has any governmental entity* made a finding of non-responsibility regarding the Bidder/Proposer in the previous four (4) years?

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law Section 139-j?

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?

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?

*A "governmental 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 those 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 Section 139-j, paragraph 1.a)

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k

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) Certifies that all information provided to LIRR with respect to State Finance Law Sections 139-j and 139-k is complete, true, and accurate.

By: 
(Signature of Person Certifying)

Date: June 23, 2017

Print Name: Dominic A. DiBrito

Print Title: Partner

Bidder/Proposer or Contractor/Consultant: LTK Engineering Services of New York LLP
(Full Legal Name)

Address: 100 West Butler Avenue, Ambler, PA 19002

Business Telephone Number: (215) 542-0700

LIRR'S RIGHT TO TERMINATE

LIRR 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 Section 139-k was intentionally false or intentionally incomplete. Upon such finding, LIRR may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.

Rev. 11/1/11

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS¹

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
 - a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: Munoz Engineering & Land Surveying, DPC
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: [REDACTED]
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): Corporation

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:

New York City, 1983

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? Munoz Engineering

F. Contractor's mailing address: 505 8th Avenue, Suite 2101

New York, NY 10018

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)? None

I. Contractor's telephone number: 212-967-6588 Fax number: 212-268-9464

Email address: munozinfo@munozeng.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Ana Matos

B. Employer/Title: Marketing Communications

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address: [REDACTED]@munozcng.com Mobile number: [REDACTED]

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.

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.

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

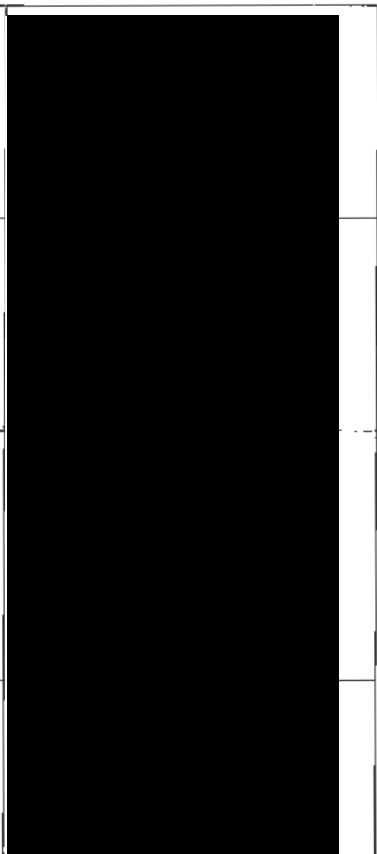
Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, 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?

(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?

(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?

(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?

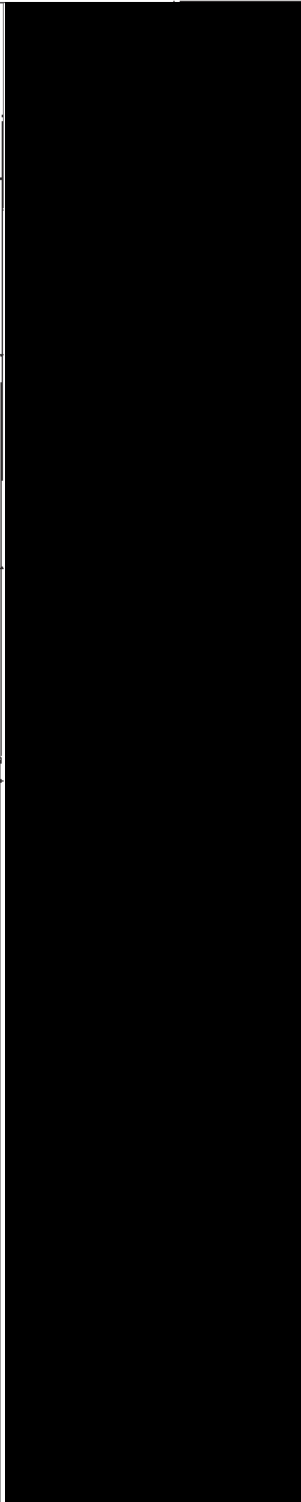
(5) Has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?	
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract?	
(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?	
(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.	

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.

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.		
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.		
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.		
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.		
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.		
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.		
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.

- 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.

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: Mr. Patricio Muñoz

Title: President

Home address: [REDACTED]

Business address: 505 8th Avenue, Suite 2101, New York, NY 10018

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

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

- D. 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?

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.

- 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.

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: Mr. Fabrizio Munoz

Title: Vice President

Home address: [REDACTED]

Business address: 505 8th Avenue, Suite 2101, New York, NY 10018

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

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

- D. 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?

E.	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?	
F.	Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	
G.	During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	
H.	Does the Contractor own or rent office space? Please provide details.	
I.	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?	
J.	Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	
K.	<p>Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>TD & CSS Comp Rehab 9 Bridges</u></p> <p>Contract number: <u>NYCDOT HBCR03A</u></p> <p>Dollar amount of award: </p> <p>Date completed: <u>9/2016</u></p> <p>Name/Telephone number of company and owner's representative: <u>Dewberry Daren Dong, PE, </u></p> <p>Dollar amount at completion: </p>	

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: _____

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

(3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others. If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:
None

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

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

Name: None

Currently employed by: (check as appropriate)

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 ☐

Name: _____

Currently employed by:

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

- (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: None

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 ☐

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

O. Does Contractor have a subsidiary or affiliate?

P. Is Contractor a subsidiary of another entity?

Q. 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?

R. 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

<p>each such parent, subsidiary, affiliate, firm or legal entity? If not, please provide a full explanation on a separate sheet of paper.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>T. See Section: _____</p>	

Contractor must sign here: _____



Authorized Signature

Date: _____

6/27/17

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF New YORK)
) ss:
COUNTY OF New York)

On the 27th day of June 2017, before me personally came and appeared
_____ by me known to be said person, who swore under oath as follows:

1. I am Patricio Muñoz, President of Munoz Engineering & Land Surveying, DPC.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 27th day of June, 2017.



Notary Public New York County

My commission expires: 5/11/21

30



**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF New York)
) ss:
COUNTY OF New York)

On the 27th day of June 2017, before me personally came and appeared Patricio Muñoz by me known to be said person, who swore under oath as follows:

1. I am Patricio Muñoz, President of Munoz Engineering & Land Surveying, DPC.
(Print name and title) (Print name of firm)
2. 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 Contractor previously submitted a Metropolitan Transportation Authority Contractor Responsibility Form within one (1) year prior to the date hereof to the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

6. I acknowledge and understand that the previously submitted MTA Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me
this _____ day of _____, 201_____

Notary Public _____ County

My commission expires: _____

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS²

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

² 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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
 - a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

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

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:

_____ New York _____

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? No

F. Contractor's mailing address: 149 Madison Avenue, 10th Floor
New York, NY 10016

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)? 60 Madison Avenue, Suite 1217, New York, NY 10010

I. Contractor's telephone number: (212) 683-4029 Fax number: (212) 683-4029

Email address: peter@pkengineeringpc.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Peter Kim, P.E.

B. Employer/Title: PK Engineering, P.C. / President

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address: [REDACTED]@pkengineeringpc.com Mobile number: [REDACTED]

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.

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:

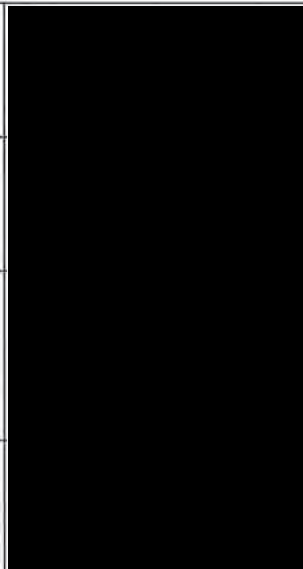
- (1) No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the 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.

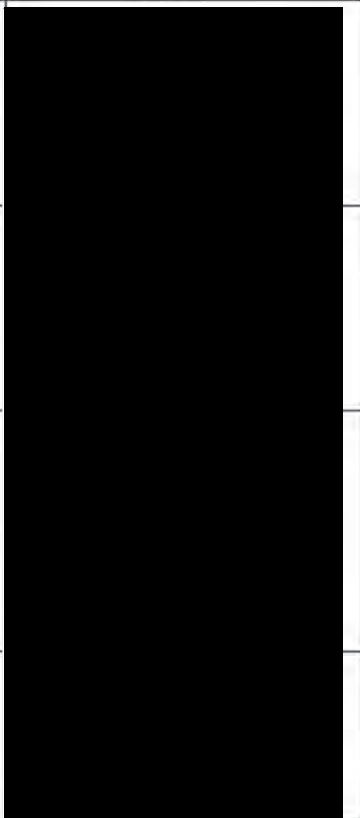
- (2) Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly 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.

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?		
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?		
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?		
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?		

(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?	
(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?	
(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?	
(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.	

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.

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.

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.

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.

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.

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.

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.

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.

- 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.

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:

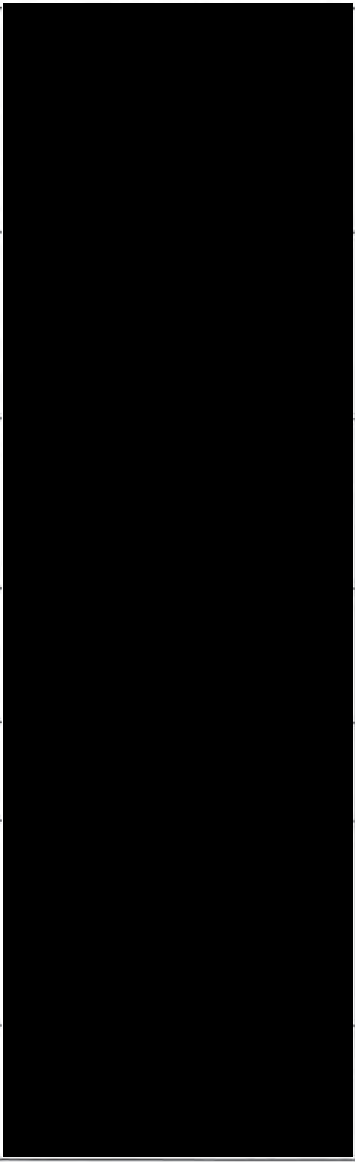
Name: Peter Kim, P.E.

Title: President

Home address: [REDACTED]

Business address: 149 Madison Avenue, 10th Floor, New York, NY 10016

- B. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?
- C. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority? (See Appendix 'A')

D.	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?	
E.	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?	
F.	Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	
G.	During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	
H.	Does the Contractor own or rent office space? Please provide details. (See Appendix 'B')	
I.	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?	
J.	Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	
K.	<p>Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>2015-2016 Biennial and Interim Bridge Inspection in Nassau & Suffolk Counties, Region 10</u></p> <p>Contract number: <u></u></p> <p>Dollar amount of award: <u></u></p>	

Date completed: December, 2016

Name/Telephone number of company and owner's representative: Richard Ng, P.E.

Dollar amount at completion: [REDACTED]

- b. Brief description of work performed: 2013-2014 LIRR Comprehensive
Inspection Program

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: May, 2015

Name/Telephone number of company and owner's representative: Stelios Bertos, P.E.

Dollar amount at completion: [REDACTED]

- c. Brief description of work performed: Engineering Services for the Inspection and Load
Rating of all Undergrade Bridges Located in New York

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: April, 2016

Name/Telephone number of company and owner's representative: Robert Lin, P.E.

Dollar amount at completion: [REDACTED]

- (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: _____

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

(3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:
NONE

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

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

Name: N/A

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: N/A

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: N/A

Currently employed by: _____

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

- (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: N/A

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 ☐

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract. (See Appendix 'C')

- O. Does Contractor have a subsidiary or affiliate?

- P. Is Contractor a subsidiary of another entity?

- Q. 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?

<p>R. 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.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor’s bid/proposal, please enter below the reference to that section in Contractor’s submission that responds to this question.</p>	
<p>T. See Section: _____</p>	

Contractor must sign here:  _____
 Authorized Signature

Date: 06-14-2017 _____

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

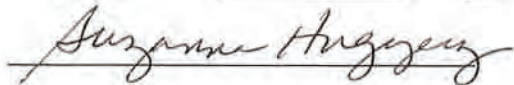
STATE OF New York)
) ss:
COUNTY OF New York)

On the 14th day of June, 2017, before me personally came and appeared
Peter Kim by me known to be said person, who swore under oath as follows:

1. I am Peter Kim, President of PK Engineering, P.C.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 14th day of JUNE, 2017.



Notary Public NEW YORK County

My commission expires: 3/27/2021



SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA**Long Form****METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS²**

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.
6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state “None” or “Not Applicable” (N/A).

² 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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Draft Instructions to Proposers / For Review and Discussion

7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
11. 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.

CONFIDENTIAL INFORMATION**Draft Instructions to Proposers / For Review and Discussion****12. Definitions:**

- a. _____ 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 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.

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- 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.

PART I. IDENTITY OF CONTRACTOR:

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

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: _____

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- D. State or country under whose laws Contractor is organized and year organized:
New Jersey. Incorporated in 1998
- 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? No
- F. Contractor's mailing address:
193 West Hobart Gap Road, Livingston, NJ 07039
- 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)? No change of address
- I. Contractor's telephone number: (973)732-1246 Fax number: (973)878-2762
Email address: cradin@radinconsulting.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

- A. Name: Chitra R. Radin
- B. Employer/Title: Radin Consulting, Inc./President
- C. Telephone number: Fax number:
- D. Email address: @radinconsulting.com 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;

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- 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.

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:

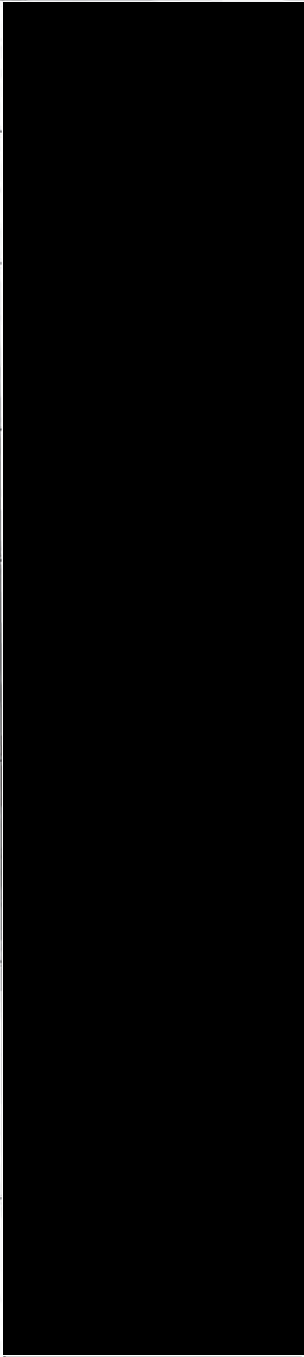
- (1) No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the 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.

- 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: ☐

CONFIDENTIAL INFORMATION**Draft Instructions to Proposers / For Review and Discussion**

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?	
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	
(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?	
(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?	
(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?	
(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.	

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

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- (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.

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.

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.

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.

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.

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.

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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.

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.

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.

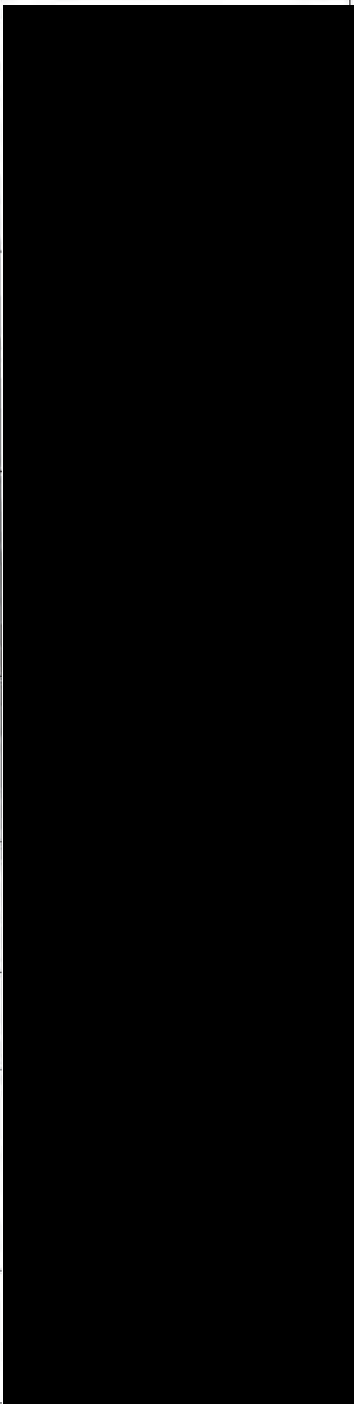
PART V. ADDITIONAL QUESTIONS: In the event of a "Yes", Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.

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: Chitra R. Radin

Title: President

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Home address: _____	
Business address: 193 West Hobart Gap Road, Livingston, NJ 07039	
<p>B. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?</p> <p>C. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?</p>	
<p>D. 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?</p>	
<p>E. 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>F. 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>G. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	
<p>H. Does the Contractor own or rent office space? Please provide details. Rents office space at One Gateway Center, Suite 960, Newark, NJ 07102</p>	
<p>I. 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>J. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</p>	
<p>K. Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) below, Contractor shall provide a brief description of the work performed, the contract number, the dollar amount at award and at completion, date</p>	

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completed, and the name and telephone number of the owner's representative:

- (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: Engineering on-call --Operations and CADD Services
for Washington Metropolitan Area Transit Authority

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: November 28, 2014

Name/Telephone number of company and owner's representative: Brad Mason [REDACTED]

Dollar amount at completion: [REDACTED]

- b. Brief description of work performed: Project Management Oversight Consultant (PMOC)
for Connecticut Dept of Transportation

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: May 30, 2014

Name/Telephone number of company and owner's representative: Chris Narain [REDACTED]

Dollar amount at completion: [REDACTED]

- c. Brief description of work performed: Environmental Services
Lehigh Line Third Track Capacity Improvements for NJ TRANSIT

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: August 22, 2014

Name/Telephone number of company and owner's representative: Dara Callender [REDACTED]

Dollar amount at completion: [REDACTED]

- (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:

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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: _____

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

(3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

1. Fulton Center; 2. South Ferry Terminal Station; 3. Access to the Region's Core; 4. Amtrak High Speed Rail Improvements from New Brunswick to Trenton, NJ (Raceway Project); 5. Portal Bridge Replacement Project

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the

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substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:

NONE _____

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

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

Name: NONE _____

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: _____

Currently employed by: _____

CONFIDENTIAL INFORMATION**Draft Instructions to Proposers / For Review and Discussion**

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 ☐

- (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: Steven Michejda

Currently employed by: Radin Consulting, Inc.

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 ☐

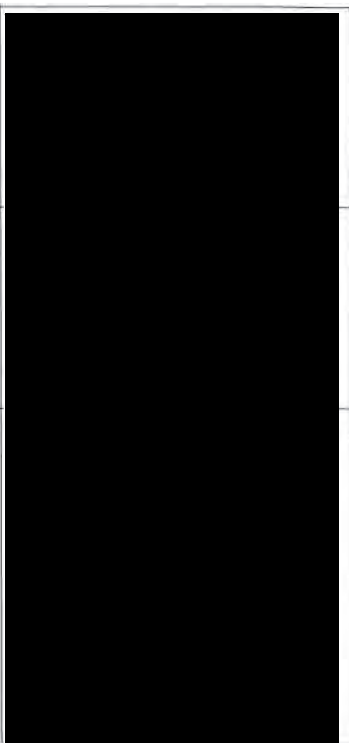
- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

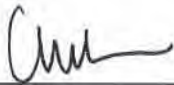
- O. Does Contractor have a subsidiary or affiliate?

- P. Is Contractor a subsidiary of another entity?

CONFIDENTIAL INFORMATION

Draft Instructions to Proposers / For Review and Discussion

<p>Q. 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?</p>	
<p>R. 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.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p>	
<p>T. See Section: _____</p>	

Contractor must sign here: 
Authorized Signature

Date: 4/12/17

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF New York)
) ss:
COUNTY OF New York)

On the 13 day of June 20117 before me personally came and appeared
Chandu Bhoraniya by me known to be said person, who swore under oath as follows:

1. I am Chandu Bhoraniya, Vice President of T.Y. Lin International Engineering, Architecture, & Land Surveying, P.C.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority
Contractor Responsibility Form and, except as set forth in the stated exceptions in Part
III, the representations set forth in this questionnaire, are true, accurate and complete. I
authorize the MTA to verify any such information and to conduct any background
checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are
deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 13th day of June, 2017.



Notary Public Bergen County

My commission expires: 9/12/2021



Miriam L. Eichler
Notary Public, State of New Jersey
Commission Number: 2455558
My Commission Expires September 12, 2021

TS-6
METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM
INSTRUCTIONS²

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving "Special Circumstances" must complete this form. "Special Circumstances" are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor's contract.
2. Reserved
3. For purposes of this questionnaire, the terms "Contractor," "bidder," and "bidder/proposer" refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

² 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.

Standard RFP
(Rev. 7-1-16)

- d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
11. 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.
12. 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.

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.

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

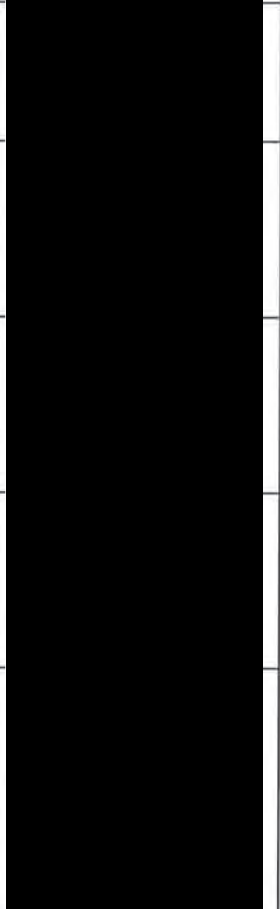
- A. Name: Pam Ching
- B. Employer/Title: T.Y. Lin International / Marketing Manager
- C. Telephone number: [REDACTED] Fax number: [REDACTED]
- D. Email address: [REDACTED]@tylin.com Mobile number: [REDACTED]

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

<p>E. 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: ☐</p> <p>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.</p>	
<p>(1) Within the past five (5) years, has Contractor been declared not responsible?</p>	
<p>(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?</p>	
<p>(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?</p>	
<p>(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?</p>	
<p>(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?</p>	

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.

- | | |
|---|--|
| 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. |  |
| 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. | |
| 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. | |
| 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. | |

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: Man-Chung Tang

Title: Owner

Home address: [REDACTED]

Business address: 345 California Street, Suite 2300, San Francisco, CA 94104

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

Name: see attached

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?

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

- 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?

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: _____

(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: _____

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

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

Name: NONE

Currently employed by: (check as appropriate)

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 ☐

Name: _____

Currently employed by:

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

(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: NONE

Currently employed by:

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

T. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.

See Section: SF330

Contractor must sign here:



Authorized Signature

Date: 01/10/2017

Solicitation No. PSC-16-2996
T.Y. Lin International Engineering, Architecture & Land Surveying, P.C.

METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM
Supplemental Information

PART I – IDENTITY OF CONTRACTOR

- H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)? Yes
- 220 Red Trail, Suite 10, Orchard Park, NY 14127; 05/2007 – 08/2012
 - 110 William Street, 12th Floor, New York, NY 10038; 06/2007 – 01/2011

PART V – ADDITIONAL QUESTIONS

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

Name: Robert J. Radley
Title: President, Secretary, Treasurer
Home address: [REDACTED]
Business address: 255 East Avenue, Rochester, NY 14604

Name: Dennis J. Kennelly
Title: Vice President, Asst. Secretary
Home address: [REDACTED]
Business address: 255 East Avenue, Rochester, NY 14604

Name: Chandu Bhoraniya
Title: Vice President
Home address: [REDACTED]
Business address: 110 William Street, 29th Floor, New York, NY 10038

- D. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority? Yes
- 05/2007 – MTA/New York City Transit – Contract #CM-1338 – Second Avenue Subway Phase 1 CM – Sub to PB Americas Inc. – Est. Complete 12/2016
 - 08/2011 – MTA/Triborough Bridge & Tunnel Authority – Contract #PSC-10-2887 – Throg's Neck Bridge Security System – Sub to Ross & Baruzzini – Est. Complete 12/2014
 - 05/2010 – MTA/Long Island Railroad – Contract #98-0040-01R – East Side Access General Engineering Contract – Sub to Parsons Brinckerhoff Quade & Douglas Inc. / STV Incorporated / Parsons Transportation Group, A Joint Venture – Complete 12/2013

- L.(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: 370167 Manhattan West Platform / Post tension inspection and segmental precast inspection for a new building under construction in Manhattan.
Contract number: N/A
Dollar amount of award: [REDACTED]
Date completed: 12/31/2014
Name/Telephone number of owner's representative: Henry Caso, [REDACTED]
Dollar amount at completion: [REDACTED]

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

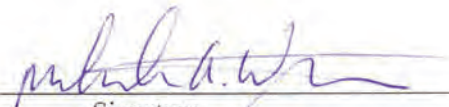
(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF NY)
) ss:
COUNTY OF NY)

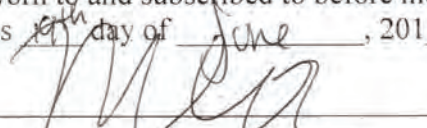
On the 19 day of June, 2017, before me personally came and appeared
_____ by me known to be said person, who swore under oath as follows:

Michael Watson Project Manager

1. I am _____ of W Allen Engineering, PLLC.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 19th day of June, 2017.


Notary Public Kings County

My commission expires: 01/11/20

MARISOL GARCIA ROSAS
Notary Public, State of New York
No. 01GA8335479
Qualified in Kings County
Commission Expires Jan. 11, 2020

VOLUME 1: Legal/Administrative Forms
Schedule IX - Contractor Responsibility Data

Other Subconsultants/
Subcontractors

**Other
Subconsultants/
Subcontractors**

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS¹

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
- a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: E-J Electric Installation Co.
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: [REDACTED]
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): Corporation

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:

New York State Founded in 1899, Incorporated 1/15/1912

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? No

F. Contractor's mailing address: 46-41 Vernon Blvd., Long Island City, NY 11101

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)? No

I. Contractor's telephone number: 718-786-9400 Fax number: 718-937-9120

Email address: amann@ej1899.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Kathy Litschel

B. Employer/Title: E-J Electric Installation Co. Administrative Assistant

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address: [REDACTED]@ej1899.com 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.

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.

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?	
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	

*(Question 6 below) On January 13, 2015, a search warrant issued by the Supreme Court of the State of New York was executed at the offices of E-J Electric Installation Co at 46-41 Vernon Blvd, Long Island City, NY in connection with an investigation by the District Attorney of New York County concerning E-J Electric's use of M/W/DBE subcontractors and/or vendors. It is E-J Electric's understanding that it is a subject of the aforementioned investigation. E-J Electric Installation Co. voluntarily entered into an Integrity Monitorship Agreement with the Port Authority of New York and New Jersey (PANYNJ). E-J Electric Installation Co. has also voluntarily entered into "Me Too" Monitorship Agreements with the New York City Department of Investigation (DOI), New York City School Construction Authority (NYCSCA) and the Metropolitan Transit Authority (MTA). E-J Electric Installation Co. is approved to do work with all companies, federal, state, local government and authorities.

THIS DOCUMENT HAS BEEN REDACTED FOR PUBLIC DISTRIBUTION

<p>(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?</p>	
<p>(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?</p>	
<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>(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>	

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.

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.

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.

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.

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.

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.

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.

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.

- 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.

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: See attached _____

Title: _____

Home address: _____

Business address: _____

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

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



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E-J ELECTRIC INSTALLATION CO.

CONSTRUCTING ELECTRICAL ENGINEERS

PART V.
Question A.

<u>NAME & Title</u>	<u>Business & Home Address</u>
Anthony Mann, Chairman & CEO	4641 Vernon Blvd., LIC, NY 11101 [REDACTED]
AEM SMM E-J Trust, Trust	4641 Vernon Blvd., LIC, NY 11101

Subcontractor Contracts with MTA

<u>Project Name</u>	<u>Authority</u>
Traction Power System for East Side Access Project	MTA Capital Construction
50th Street Vent Facility - East Side Access	MTA Metro North Commuter Railroad
44th Street Vent Plant-East Side Access	MTA Metro North Commuter Railroad
63rd Street Station for Second Ave Tunnel	MTA NYCT
NYC Transit Hub Traffic and Street Lighting	MTA NYCT
4 Stations	MTA NYCT
Fulton Street Transit Center	MTA NYCT
Fulton Dey Street	MTA NYCT
#7 Line Extension	MTA NYCT
86th Street Station for Second Ave Tunnel	MTA NYCT
One Vanderbilt P-10 Stair & Mobile Passageway	MTA NYCT
Grand Central Station Stairway & Mobile Passageway Lighting	MTA NYCT
Fulton Street Transit Center - Security System	MTA NYCT
3 Stations on Sea Beach	MTA NYCT
96th Street Station for Second Avenue Tunnel	MTA NYCT
Site P #7 Line Extension	MTA NYCT
Harbor Lights Project at the Whitestone Bridge	Triborough Bridge and Tunnel Authority
Harbor Lights Project at the Throgs Neck Bridge	Triborough Bridge and Tunnel Authority
Rehabilitation of the Tunnel & Manhattan Exit Plaza Queens Midtown Tunnel	Triborough Bridge and Tunnel Authority
Art and Architectural Enhancements Related to Open Road Tolling - QMT	Triborough Bridge and Tunnel Authority
Throgs Neck Bridge - Dehumidificaton System	Triborough Bridge and Tunnel Authority

D.	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?	
E.	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?	
F.	Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	
G.	During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	
H.	Does the Contractor own or rent office space? Please provide details.	
I.	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?	
J.	Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	
K.	<p>Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>See attached Contractors Qualification Statement - Completed Projects</u></p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p>	

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: _____

- (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: _____



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E-J ELECTRIC INSTALLATION CO.

CONSTRUCTING ELECTRICAL ENGINEERS

PART V.
Question I.

<u>Owner</u>	<u>Entity holding title or lease to real property used by contractor</u>
Anthony Mann	Vernon II, LLC Vernon II Bronx, LLC
Mann Vernon Family Trust	Vernon II, LLC Vernon II Bronx, LLC



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E-J ELECTRIC INSTALLATION CO.

CONSTRUCTING ELECTRICAL ENGINEERS

PART V.
Question J

Does Contractor share office space, staff, equipment, or expenses with any other entities?

E-J Technical Services
E-J Electric T&D, LLC.

Contractors Qualification Statement - Completed Projects
E-J Electric Installation Co.

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
CPV Woodbridge Energy Center 230 kV Sub Station & Transmission Line	CPV Shore LLC	Design Build		Energy & Transit Engineering/PS&S Engineering		Jul-2013	Dec-2015	Dan Nugent	
PSAC-Public Safety Answering Center	City of New York	Lump Sum	Skidmore, Owings & Merrill, LLP	Jaros Baum & Bolles		Sep-2012	Jun-2016	Brian Vincentz	
Fulton Street Transit Center	NYC Transit	Lump Sum	Arup	Arup		Sep-2010	Aug-2015	Lenny Camanella	
WTC-Tower 2	2 World Trade Center, LLC		Adamson Associates	Jaros, Baum & Bolles		May-2011	Oct-2016	Pat Murray	
Columbia Manhattanville Campus Central Energy Plant	Columbia University	Lump Sum	Davis Brody Bond	Jaros Baum & Bolles		Jun-2013	Sep-2016	Steve Sommer	
F&I Equipment damaged by Hurricane Sandy Citywide	NYC Dept of Transportation	Unit Price				Apr-2014	Sep-2016	Frank Caiazzo	
NYU Langone Energy Building Emergency Power System	NYU Langone Medical Center	Lump Sum	Ennead Architects LLP	Jaros Baum & Bolles		Aug-2012	Sep-2016	Chris Kristensen	
Jet Blue - Terminal 5 Expansion	Jet Blue Airways	Lump Sum	Gensler	Ove Arup & Partners PC		Mar-2013	Jan-2015	Curt Zegler	
85 Broad Street	85 Broad Street LLC		David Jones Consulting Engineers	AKF		Oct-2013	Jul-2015	Richard Coleman	
F&I of LED Tear Drop Luminaries	NYCDOT-Division of Traffic	Lump Sum				Sep-2015	Mar-2017	Frank Caiazzo	
Marriott Marquis Hotel Infrastructure Upgrade	Vornado	Lump Sum	H3 Hardy Collaboration Architecture	Edwards & Zuck		Oct-2013	Apr-2015	Bryan Reynolds	
Covanta Bag House Replacement	Covanta Energy Corp	Lump Sum	Burns & Roe Energy Corp	Burns & Roe Energy Corp		Jun-2014	Apr-2017	John Ciolino	
NYPH Generator Replacement	New York Presbyterian Hospital	Lump Sum	Thornton Tomasetti	WSP/Flack & Kurtz		Jun-2014	Jul-2016	Shawn Rycenga	
NYULMC Tisch Double Ended Sub-Station	NYU Langone Medical Center	Lump Sum	Ennead Architects LLP	Jaros Baum & Bolles		Nov-2013	Jan-2016	Chuck Richmond	
199 Water St - Sandy Phase II	Jack Resnick and Sons Inc	Lump Sum	SpaceSmith LLP	The Jones Group		Mar-2014	Jan-2016	Pat Martin	

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
104 Broad Street Phase I Sandy Recovery	Verizon	Lump Sum	William F Collins Architects	WB Engineers		Dec-2013	Jan-2015	Jack Robitzski	
The Ark @ JFK	PANYNJ/Ark Development LLC	Lump Sum	Gensler	CHA		Jan-2016	Mar-2017	Wayne Lawrence	
Empire State Building	Helmsley Spear	Neg.	Various	Various		Dec-1995	Aug-2015	Joe Bellina	
Queens Museum of Art	New York City Department of Design & Construction	Lump Sum	Grimshaw	Buro Happold		Apr-2009	Aug-2014	Norman Negron	
NYPH Milstein Dialysis	New York Presbyterian Hospital	Lump Sum	Array-Architects	AKF		Mar-2016	Mar-2017	Mark Maraia	
NYU Langone Energy Building & CoGeneration	NYU Langone Medical Center	Lump Sum	Ennead Architects LLP	Energistics		Jan-2013	Sep-2016	Dave Sherman	
104 Broad Street Phase III	Verizon	Lump Sum				Mar-2014	Dec-2015	Jack Robitzski	
GM Building Generator Replacement Phase II	Boston Properties	Lump Sum	TPG Architecture	RDA Consulting Engineers		Feb-2014	Jan-2015	Charles Russo	
Public Safety Answering Center - Fire Alarm	City of New York	Lump Sum	Skidmore, Owings & Merrill, LLP	Jaros Baum & Bolles		May-2013	Feb-2016	Bill Hudak	
1290 Avenue of America Infrastructure	Neuberger Berman	Lump Sum	Ted Moudas Assoc	Robert Director		Feb-2016	Sep-2016	Mitch Palais	
Street Light Construction for Parks & Highways	NYC Dept of Transportation	Lump Sum				Jul-2014	Sep-2016	Frank Caiazzo	
Beacon High School - Manhattan	NYC School Construction Authority	T&M	John Ciardullo Associates	DVL Consulting Engineers		Jul-2015	Dec-2015	Chris Cestone	
Sabey Data Center 375 Pearl	Sabey Data Center Properties	Lump Sum	Callison Architects PC	Jaros Baum & Bolles		Sep-2014	Apr-2015	Lou Vigorito	
Orange & Rockland Distribution Reconducter	Orange & Rockland Utilities					Oct-2013	Sep-2015	David Blaut	
ITS Construction & Installation - Kings and Queens Counties	NYS Dept of Transportation	Unit Price				Jun-2013	Dec-2015	Joe Faro	
44th Street Vent Plant-East Side Access	Metro North Rail Road	Lump Sum		Parsons Brinkerhoff		Jan-2010	Apr-2015	George Brown	
Milvon to Devon Transmission Line Upgrade Project	United Illuminating Company	Lump Sum		Black & Veatch		Oct-2015	Mar-2017	Jeremy Shroyer	
50th Street Vent Facility - East Side Access	Metro North	Lump Sum	DMJM Harris	Parsons Brinkerhoff		Jul-2010	Apr-2015	Matt Keefe	

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
Vanderbilt Clinic Emergency Power	New York Presbyterian Hospital	Lump Sum	Frank Denner	AKF		Dec-2013	Feb-2015	Gary Mancini	
Sewaren 7 - Substructures	PSEG Fossil	Lump Sum	Black & Veatch	Black & Veatch		Aug-2016	Apr-2017	Joy Lee	
90 Broad Street - Sandy Phase II	90 Broad Owner LLC	T&M	TPG Architecture	AKF Engineering		Nov-2012	Dec-2015	Julie Arce, Christiaan Janeck	
NYU Langone Medical Center MSB Repatriation	NYU Langone Medical Center	Lump Sum	Francis Cauliman	Jaros, Baum & Bolles		Jul-2013	Dec-2014	Mike Ferrone	
55 Hudson Yards Service and Switchgear	Related	Lump Sum	Kohn Pedersen Fox Associates	WSP		Jul-2015	Sep-2016	Rick Evard	
4 New York Plaza Maintenance Contract	Edge Fund Advisors LLC	T&M				Nov-2013	Oct-2014	Tom Aloï	
Rock U Generator Relocation	Rockefeller University	Lump Sum	Rafael Vinonly	Bard, Rao and Athanas		May-2015	Sep-2016	Thomas Hyland	
WSP/Parsons Brinkerhoff	WSP/Parsons Brinkerhoff	Lump Sum	HOK	WSP/Parsons Brinkerhoff		Apr-2016	Mar-2017	Richard Bereck	
NYCDOT - Poles & Foundations	NYC Dept of Transportaton	Unit Price				May-2013	Jan-2016	Pete D'Amico	
WABC/Disney Generator Replacement	WABD/Disney	Lump Sum	Shalataarchitects PC	AMA Consulting Engineers PC		Jul-2016	Nov-2016	Charles McLoughlin	
USTA - Site Electric	USTA National Tennis Center Inc	Lump Sum				May-2014	Oct-2016	Craig E Bojda	
Distribution and Line Construction	City of Westfield Gas & Electric					Oct-2014	Nov-2015	Timothy Fouche	
JFK Traffic Signal Maintenance	Port Authority of NY and NJ	Unit Price		PANYNJ		Apr-2011	Mar-2015	Dennis Kopik	
Tilden Park Capital Management	CB Richard Ellis		Ted Moudis Associates	Robert Director Associates		Jun-2014	Dec-2014	Bill Siegel	
NYULMC 2nd Floor MRI	NYU Langone Medical Center	Lump Sum	NBBJ New York	Jarols Baum & Bolles		Feb-2014	Dec-2014	Brandon Morrison	
JFK Maintenance-ITS/VMS Roadway Signs	The Port Authority of New York & New Jersey	Lump Sum		Salman Karimi		Jun-2014	Jan-2017	Stephen DiTomasso	
Pershing Square	MTA Metro North Commuter Railroad	Lump Sum	Beyer Blinde & Belle	ST Engineering Services LLP		May-2014	Sep-2016	Peter Lempin	
Hawthorne Capacitor Bank Addition Project	United Illuminating Company	Lump Sum		Black & Veatch		Nov-2015	Mar-2016	Jeremy Shroyer	

Project Name	Owner	Type Contract	Architect	Engineer	Contract Value	Start Date	Completion Date	Contact	Telephone #
63rd Street Station for Second Ave Tunnel	MTA	Lump Sum	DMJM, Harris, Arup	DMJM, Harris, Arup		May-2011	Jun-2015	Len Beck	
Columbia University Relay Upgrade	Columbia University	Lump Sum		Frank R. Holtaway & Son Inc		Jun-2013	Jan-2015	Coury Revan	
55 Hudson Yards Temp Service & Grounding	Related	Lump Sum	Kohn Pedersen Fox Associates	WSP		Feb-2015	Sep-2016	Rick Evard	
Ocean Breeze Park	NYC DDC	Lump Sum	MKW Assoc.	MKW Assoc.		Nov-2011	Apr-2016	Michael Wewiora	
51 East 42nd Street	Williamson Pickett Gross	Lump Sum	-	-		Oct-1994	Oct-2014	Antoinette Greenstone	
Next G Networks	Crown Castle	Unit Price	N/A	N/A		Nov-2011	Sep-2014	Joe Guido	
86th Street Station for Second Ave Tunnel	NYC Transit Authority	Unit Price	NYCT	NYCT		Nov-2011	Jun-2015	Mitch Goldstein	
NYC Transit Hub Traffic and Street Lighting	MTA	Unit Price	ARUP	ARUP		Aug-2010	Jul-2014	Jay Lender	

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: _____

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

- (3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others. If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design. SEE ATTACHED

SECTION V. K. 3

TRANSIT EXPERIENCE

The five (5) completed contracts described below demonstrate E-J Electric's experience in the construction of transit facilities and systems of the magnitude required on the LIRR Expansion Project from Floral Park to Hicksville. Much, but not all the work of these projects was performed in an operating railroad environment. These projects did include communications and SCADA integration scopes of a generally more complex nature than that which will be required on the LIRR Expansion Project from Floral Park to Hicksville.

In addition to the five (5) projects listed, E-J Electric personnel proposed for the LIRR Expansion Project from Floral Park to Hicksville possess extensive experience in transit design build projects, albeit prior to their employment by E-J Electric. Representative projects include: PATH Downtown Restoration following the tragedy of 9/11 (PATH), Hudson-Bergen Light Rail DBOM project (NJT), and the Hellgate catenary modification and restoration project (Amtrak).

#7 Subway Line Extension



Owner: NYC Transit
Location: New York, NY
Client: Skanska USA Civil
Value: [REDACTED]

Approximately 1.2 miles of new tunnel from Times Square Terminal to the new 34th Street station located under 11th Avenue. The station includes a main entrance on 34th Street with multiple secondary entrances with the tracks extending to 26th Street for storage. Passengers access the air-conditioned mezzanine level via escalators and inclined elevators from the street level. Several staircases and elevators move passengers to platform level and miscellaneous electrical rooms will also be located in the station for MTA NYCT employee offices. Four ventilation buildings (Site A, Site J, Site K, Site L) will provide tunnel and station ventilation as well as house all facilities and traction power equipment and all communication systems.

E-J's scope of work includes all electrical related systems throughout the station, ventilation buildings and the main subway entrance at 34th Street. These various communication systems include a transmission backbone system to provide communication links between the various sites in 7LE and connect them to the MTA's existing communication network; a private mobile radio system for use by police, fire, EMS and MTA personnel; a public address/customer information sign system providing public service messages, next train arrival, and date/time stamps to the public through loudspeakers and electronic signs; CCTV and security to monitor critical access points throughout 7LE; a fire alarm system that will both monitor and report environmental conditions to MTA command centers; an emergency booth communication system allowing station agents in booths to communicate with a command center at the touch of a button; a time clock system to send synchronizing signal throughout 7LE by using GPS satellites and centralized time servers and various telephone and intercom systems such as sound powered telephones for maintenance and fire fighters, intercoms for the public, VOIP phones for the MTA, and speakerphones for elevators.



Atlantic Yards – Stage III & IV



Owner: Atlantic Rail Yards, LLC
Location: Brooklyn, NY
Client: Posillico & Tully JV
Value: [REDACTED]

[REDACTED] is included in the 7 new tracks being developed at Atlantic Yards. Also included is electrical work for train signals, lighting, and SCADA for the entire Vanderbilt Yard. All of this is in preparation for the construction of a platform for additional buildings. E-J performed design assist services with the owner's engineer leading to a successful project.

Fulton Street Transit Center



Owner: New York City Transit
Location: New York, NY
Client: Plaza & Schiavone JV
Value: [REDACTED]

The Transit Center is the centerpiece of the entire [REDACTED] billion Fulton Street Complex which will provide an underground connection between 5 subway stations, 10 subway lines and the Port Authority of New York and New Jersey's PATH train. This signature project provides improved visibility and street level access for over 300,000 daily customers that pass through the major Hub in lower Manhattan. A new underground concourse beneath Dey Street will connect the R line at Cortlandt Street in addition to the 4/5 lines on Broadway having additional connections to the new PATH Hub, World Financial Center and ferry service.

E-J's scope of work includes the installation of over [REDACTED] fixtures including dimming controls and DMX controlled advertising panels, a UPS system consisting of [REDACTED] cabinets and a [REDACTED] power distribution unit, [REDACTED] duct bank risers, [REDACTED] splice chambers, new Con Ed network protector vaults, automatic fare control and token booth systems as well as snow melt, bird deterrent and lightning protection systems. Roof top generators consisting of four (4) [REDACTED] and one (1) 4 [REDACTED] generator were installed to tie into a [REDACTED] sync-parallel switchboard. In addition, installation includes all state of the art communication systems consisting of security, fire alarm and a public-address system.



World Trade Center – Path Station



Owner: Port Authority of New York & New Jersey
Location: New York, NY
Client: Yonkers, Tully & Pegno JV
Value: [REDACTED]

E-J was selected by the Port Authority of New York and New Jersey with only six months remaining to complete the World Trade Center Path Station (New York) side of this fast track project. E-J performed just under [REDACTED] of work on the Path Station in six months to meet the project completion date. The work included lighting, power, fire alarm, heat tracing, HVAC control system, RF Emergency Antenna system, variable message signage, Closed Circuit Television Surveillance system, Passenger Emergency Telephone system, Motorman's Blue Light Telephone system, Passenger Information Display system, Corrosion Control system, Scada system, Traction Power system for the third rail, Public Address system and Uninterruptible Power Supply systems for this high usage Mass Transit railroad station. E-J is proud to make this first phase of reconstruction of the World Trade Center site a success.

3 Stations on Sea Beach Line



Owner: NYC Transit
Location: Brooklyn, NY
Client: Skanska USA Civil
Value: [REDACTED]

Complete renovation of the three stations on Sea Beach Line (86th Street, Kings Highway & Avenue U). Project entails all new lighting and communication systems at the three stations. This project was performed in an operating railroad environment and required all associated roadway worker protection procedures be implemented and existing system backbone cabling be maintained and protected to ensure operations be supported



L. 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.

a. 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:
NONE

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

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

Name: NONE

Currently employed by: (check as appropriate)

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 ☐

Name: _____

Currently employed by: _____

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

- (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 ☐

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

- O. Does Contractor have a subsidiary or affiliate?

- P. Is Contractor a subsidiary of another entity?

- Q. 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?



ESTABLISHED 1899

E-J ELECTRIC INSTALLATION CO.

CONSTRUCTING ELECTRICAL ENGINEERS

Section V
Question Q

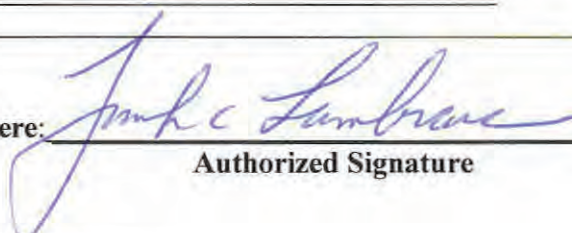
Within the past five (5) years or currently, does Contractor, any director, officer, principal, managerial employee of Contractor, or any person or entity with a 10% or more interest in Contractor have an interest of 10% or more in any other firm or legal entity?

Anthony E. Mann
E-J Technical Services
Vernon II, LLC
Vernon II Bronx, LLC
Vernon II CT, LLC

AEM SMM E-J Trust
E-J Electric T&D, LLC

<p>R. 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.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>T. See Section: _____</p>	

Contractor must sign here:



Authorized Signature

Date: 7/14/17



ESTABLISHED 1899

E-J ELECTRIC INSTALLATION CO.

CONSTRUCTING ELECTRICAL ENGINEERS

SECTION V. Item S. "Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question".

E-J Electric will provide a project specific team of approximately thirty seasoned professionals to the project starting from immediately after LNTP, ramping up through NTP and mobilization. The E-J team will be comprised of individuals with the right mix of construction, engineering and procurement experience and design build savvy to complete a project of this magnitude and complexity to a fast-tracked schedule. Our team was formulated to manage and execute the full scope of engineering, procurement, construction, safety, quality, and logistics management tasks required to complete this world-class project on time, while maintaining railroad service, and while minimizing impacts to the public.

The project will be managed from a project field office in close proximity to the project site, and supported by E-Js Home Office in nearby Long Island City, Queens. Home Office resources available to support the project include: procurement, Corporate Safety, Centralized Engineering (supplemental to onsite project engineering), and Corporate Executive management.

E-J maintains a complete inventory of industry specific and job appropriate tools and equipment. Including a complete inventory of tools such as threaders, benders, pulling machines, test equipment, and power tools. E-J maintains a fleet of more than 300 vehicles and pieces of work equipment. Specialty high rail equipment while not maintained in fleet will be purchased to supplement E-Js existing fleet with the necessary specialty capabilities required for the project.

The project will be staffed with electricians and supervision from IBEW Local 25.

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

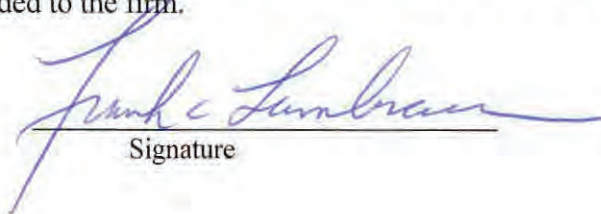
AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

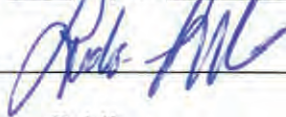
STATE OF New York)
) ss:
COUNTY OF Queens)

On the 14 day of July, 2017, before me personally came and appeared
by me known to be said person, who swore under oath as follows:

1. I am Frank Lambraia , COO of E-J Electric Installation Co.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority
Contractor Responsibility Form and, except as set forth in the stated exceptions in Part
III, the representations set forth in this questionnaire, are true, accurate and complete. I
authorize the MTA to verify any such information and to conduct any background
checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are
deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 14 day of July, 2017.



Notary Public _____ County

My commission expires: _____

Linda L. Melim
Notary Public, State of New York
No. 01ME5068572
Qualified in Richmond County 11/4/18
Commission Expires _____

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS¹

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
 - a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: M & J Engineering, P.C.
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: [REDACTED]
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): Professional Corporation

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:

New York, 2004

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? No

F. Contractor's mailing address: 2003 Jericho Turnpike, New Hyde Park, NY 11040

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)? One Cross Island Plaza, Rosedale, NY 11422

I. Contractor's telephone number: 516-821-7300 Fax number: 516-233-1041

Email address: mmalik@mjengineers.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Maqsood Malik, P.E.

B. Employer/Title: M&J Engineering, P.C./President

C. Telephone number: [REDACTED] Fax number: [REDACTED]

D. Email address: [REDACTED]@mjengineers.com Mobile number: [REDACTED]

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.

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:

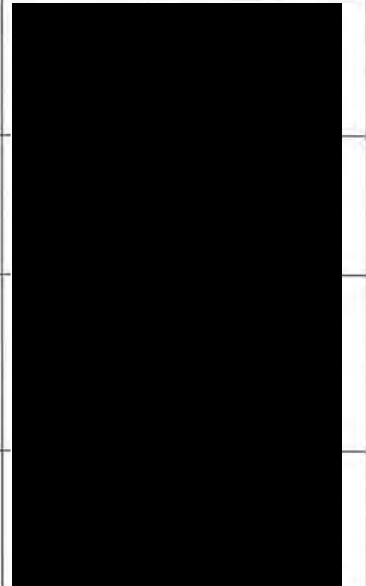
- (1) No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the 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.

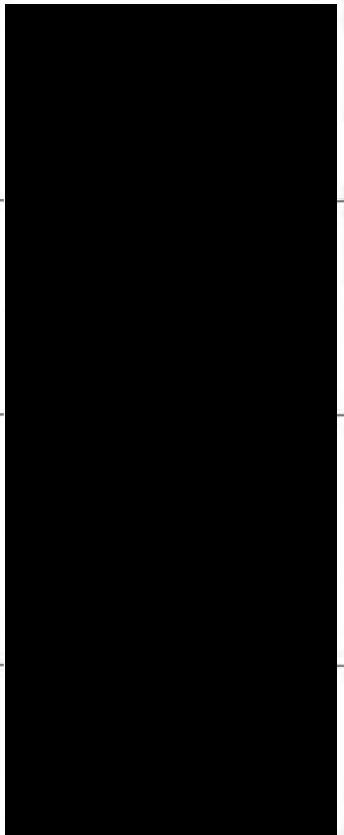
- (2) Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly 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.

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?	
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	

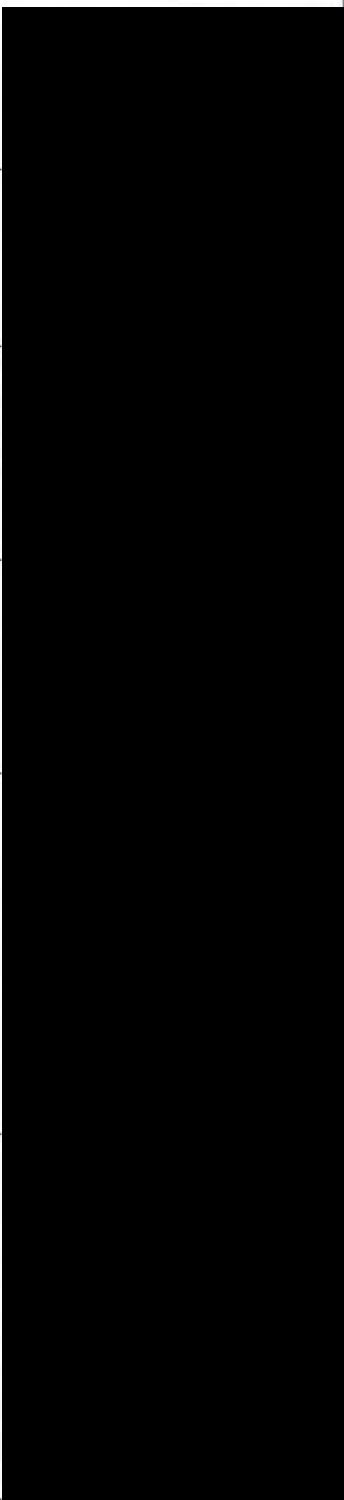
(5) Has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?	
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract?	
(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?	
(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.	

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.

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.	
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.	
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.	
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.	
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.	
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.	
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.

- 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.

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:

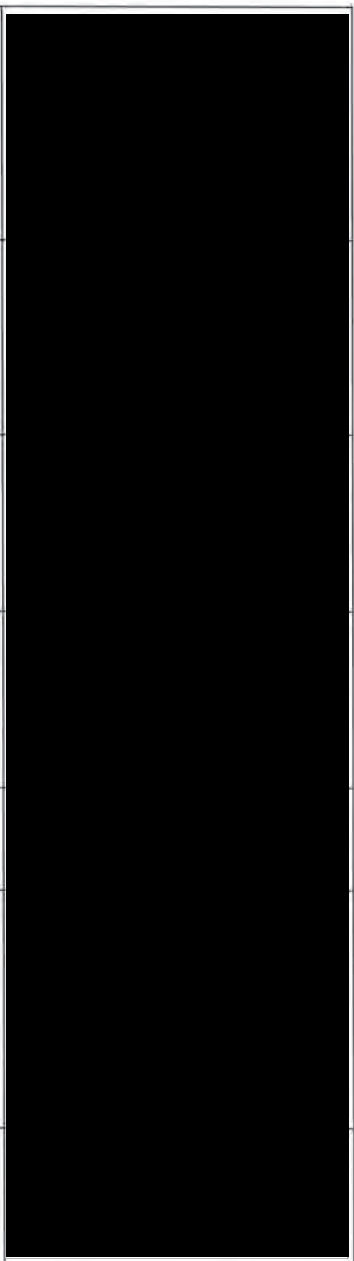
Name: Maqsood Malik, PE/Albert Pozotrigo, PE

Title: President/Executive Vice President

Home address: [REDACTED]

Business address: 2003 Jericho Turnpike, New Hyde Park, NY 11040

- B. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?
- C. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority? VN-80C/PSC-12-2915; QM40S & 40/QM18 & PSC-13-2941

<p>D. 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?</p>	
<p>E. 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>F. 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>G. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return? Rent office space at 2003 Jericho Turnpike, New Hyde Park, NY</p>	
<p>H. Does the Contractor own or rent office space? Please provide details.</p>	
<p>I. 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? Building at 2003 Turnpike is owned by US Buildings, LLC which Maqsood Malik & Albert Pozotrigo are shareholders</p>	
<p>J. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</p>	
<p>K. Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>Kew Gardens Interchange</u></p> <p><u>work performed: Construction Inspection</u></p> <p>Contract number: <u></u></p>	

Dollar amount of award: [REDACTED]

Date completed: 4/2017

Name/Telephone number of company and owner's representative: Craig Ruyle [REDACTED]

Dollar amount at completion: [REDACTED]

- b. Brief description of work performed: Alexander Hamilton Bridge – work performed: Resident Engineering Inspection Services

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: 7/2015

Name/Telephone number of company and owner's representative: Michael Mccotter [REDACTED]

Dollar amount at completion: [REDACTED]

- c. Brief description of work performed: Construction Inspection for Term Agreement for various project in Region 8 of NYSDOT

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: 12/26

Name/Telephone number of company and owner's representative: Ben Theodore [REDACTED]

Dollar amount at completion: [REDACTED]

- (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: _____

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

- (3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.

- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. 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:
None

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

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

Name: None

Currently employed by: (check as appropriate)

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 ☐

Name: _____

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

- (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: _____

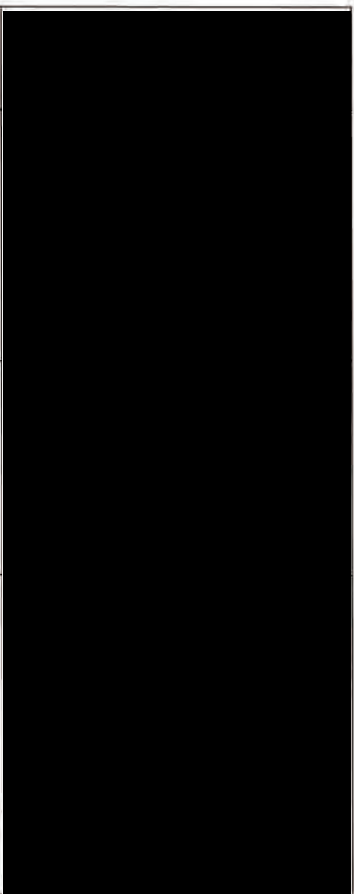
MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

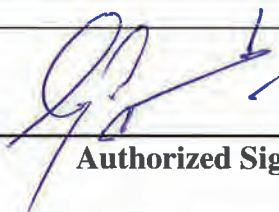
- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

O. Does Contractor have a subsidiary or affiliate?

NO ☐ YES ☒

<p>P. Is Contractor a subsidiary of another entity?</p>	
<p>Q. 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? Interest in M&J Engineering, P.C. (NJ)</p>	
<p>R. 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.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>T. See Section: _____</p>	

Contractor must sign here: _____



Authorized Signature

Date: 7/14/2017

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

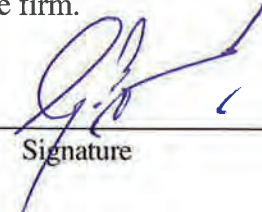
STATE OF New York)

) ss:

COUNTY OF Nassau)

On the 14 day of July, 2017, before me personally came and appeared
Magsood Malik by me known to be said person, who swore under oath
as follows:

1. I am Magsood Malik of M&J Engineering, P.C.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority
Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III,
the representations set forth in this questionnaire, are true, accurate and complete. I
authorize the MTA to verify any such information and to conduct any background checks
it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are
deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 14 day of July, 2017.

Tinamarie Malfa

Notary Public Nassau County

My commission expires: 12/21/2017

TINAMARIE MALFA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 41-4915636
Qualified in Nassau County
Commission Expires Dec. 21, 2017 17

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 201__, 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. 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 Contractor previously submitted a Metropolitan Transportation Authority Contractor Responsibility Form within one (1) year prior to the date hereof to the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

6. I acknowledge and understand that the previously submitted MTA Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me
this ____ day of _____, 201__.

Notary Public _____ County

My commission expires: _____

M&J ENGINEERING, P.C. (NY & NJ)

**INDEPENDENT ACCOUNTANT'S REPORT
ON THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2016**

M&J ENGINEERING, P.C. (NY & NJ)
INDEPENDENT ACCOUNTANT'S REPORT
ON THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2016

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SUPPLEMENTARY INFORMATION

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS¹

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor 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 contractor or subcontractor 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 contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

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.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. 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 on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. 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.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. 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:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. 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.
12. Definitions:
 - a. _____ 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 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.

PART I. IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: J-Track, LLC
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: 20-8916325
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): Limited Liability Company

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:
 New York 4/23/17

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? NO

F. Contractor's mailing address: _____
 14-45 117th Street
 College Point, NY 11356

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)? NO

I. Contractor's telephone number: 718-554-2760 Fax number: 718-554-2799
 Email address: made@jtrackny.com

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: Matt Ade
 B. Employer/Title: J-Track LLC
 C. Telephone number: [REDACTED] Fax number: [REDACTED]

D.	Email address: [REDACTED]@jtrackny.com	Mobile number: [REDACTED]
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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.

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:

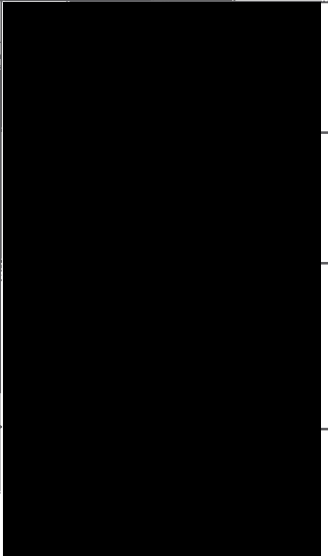
- (1) No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the 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.

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?	
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	

J-Track, LLC

PART V Question 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	>10% OWNERSHIP NY REGION
Thomas Iovino through Judlau Enterprises, LLC CEO		26-15 Ulmer Street, College Point, NY 11354	
Mitchell Levine President		14-45 117 th Street College Point, NY 11356	
Christopher Vito Vice President		14-45 117 th Street College Point, NY 11356	
Scott Sbrocco Vice President		14-45 117 th Street College Point, NY 11356	

NAME / TITLE	HOME ADDRESS	BUSINESS ADDRESS	>10% OWNERSHIP CENTRAL REGION
Thomas Iovino through Judlau Enterprises, LLC CEO		26-15 Ulmer Street, College Point, NY 11354	
William Dorris President		801 Warrenville Rd., Lisle, IL 60532	

J-Track, LLC

Part V, Question C

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

J-Track, LLC has been a subcontractor on the following projects:

Owner: NYCT

Contract Number: [REDACTED]

Job Name: Steinway Tube Duct Rehabilitation and Circuit Breaker House

Owner: NYCT

Contract Number: [REDACTED]

Job Name: Signal System Modernization of the 34th Street Line

Owner: NYCT

Contract Number: [REDACTED]

Job Name: Signal System Modernization of the West 4th/6th Avenue Line

Owner: NYCT

Contract Number: [REDACTED]

Job Name: Rehabilitation of the South Ferry Station Complex

Owner: NYCT

Contract Number: [REDACTED]

Job Name: 53rd Street Tube Rehabilitation

Owner: NYCT

Contract Number: [REDACTED]

Job Name: Cortlandt Street #1 Line Station Rehabilitation

Owner: NYCT

Contract Number: [REDACTED]

Job Name: Dyre Avenue Station Component Repairs

Owner: NYCT

Contract Number: [REDACTED]

Job Name: Rehabilitation of the Culver Line Viaduct, Phase III, B Division

Owner: MTACC

Contract Number: [REDACTED]

Job Name: GCT Concourse & Facilities Fitout

Owner: NYCT

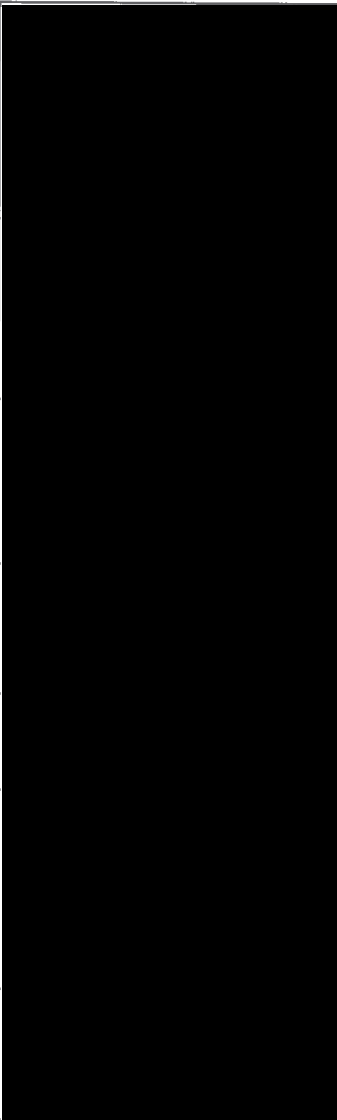
Contract Number: [REDACTED]

Job Name: Clark Street Tube Rehabilitation

Owner: LIRR

Contract Number: [REDACTED]

Job Name: Johnson Ave Yard Design Build

D. 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?	
E. 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?	
F. Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?	
G. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?	
H. Does the Contractor own or rent office space? Please provide details.	
I. 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?	
J. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.	
<p>K. Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) 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> <p>(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.</p> <p>a. Brief description of work performed: <u>SEE ATTACHED</u></p> <p>_____</p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p>	

J-Track, LLC

Part V, Question I

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?

Contractor uses space located at 14-45 117th Street, College Point, NY 11356, which is owned by L&M 117th Street Property, LLC of which Thomas Iovino's children, Lauren and Michael Iovino, are members.

J-Track, LLC

Part V, Question J:

Firm Name	Address	Space	Staff	Equipment	Expenses
Judlau Enterprises, LLC	26-15 Ulmer Street, College Point, NY 11354	X	X	X	X
Welkin Mechanical, LLC	14-45 117 th Street, College Point, NY 11356	X	X	X	X
Valsen Marine, LLC	14-45 117 th Street, College Point, NY 11356	X	X	X	X
TC Electric, LLC	14-45 117 th Street, College Point, NY 11356	X	X	X	X
Infrastructure Electric, LLC	14-45 117 th Street, College Point, NY 11356	X	X	X	X
Judlau Contracting, Inc.	26-15 Ulmer Street, College Point, NY 11354	X	X	X	X
Micon Development, LLC	780 3 rd Avenue, 31 st Floor, New York, NY 10017	X	X	X	X
Diversified Energy Management LLC	14-45 117 th Street, College Point, NY 11356	X	X	X	X
Welkin Industries, LLC	14-45 117 th Street, College Point, NY 11356	X	X	X	X
Iovino Aviation, LLC	26-15 Ulmer Street, College Point, NY 11354	X	X	X	X
Iovino Credit Facility, LLC	780 3 rd Avenue, 31 st Floor, New York, NY 10017	X	X	X	X
Sagaponack Group, LLC	780 3 rd Avenue, 31 st Floor, New York, NY 10017	X	X	X	X
SPB Holdings, LLC	26-15 Ulmer Street, College Point, NY 11354	X	X	X	X
Spearin, LLC	26-15 Ulmer Street, College Point, NY 11354	X	X	X	X
Spearin, Preston & Burrows, Inc.	26-15 Ulmer Street, College Point, NY 11354	X	X	X	X
Century Construction International, LLC	780 3 rd Avenue, 31 st Floor, New York, NY 10017	X	X	X	X
Iovino Enterprises, LLC	26-15 Ulmer Street, College Point, NY 11354	X	X	X	X
OHL USA, Inc	26-15 Ulmer Street, College Point, NY 11354		X		X
OHL Construction Canada, Inc.	1440 Ste-Catherine Ouest, Suite 410 Montreal, QC H3G 1R8		X		X
T.I. Capital, LLC	780 3 rd Avenue, 31 st Floor, New York, NY 10017		X		X
Environmental and Infrastructure Group, LLC	204 Mill Street, Unit #102, Bristol, PA 19007		X		X

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: _____

- (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: NONE _____

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: _____

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

- (3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. 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.

a. Brief description of work performed: SEE ATTACHED

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:

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

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

Name: none

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: none

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐

LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Part V, Question L:

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.
- 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.

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.

Brief description of work performed: Furnish & Install Ornamental Metals, Coiling Doors, Loading Dock Equipment, Skylights, Food Services & Appliances, Furniture, Signage and other Misc Work, New York City Police Academy – GC Metals - Bid Package 110

Contract number: [REDACTED]

Dollar amount of award: [REDACTED]

Date completed: 99% Completed ongoing

Name/Telephone number of company and owner's representative: Construction Management Company – Turner STV – Contact Scott Walsh – [REDACTED]

In 2014, WBE commenced a suit against J-Track, LLC for claims arising from the performance of a subcontract on a project for the New York City Department of Design and Construction.

Name: _____

Currently employed by: _____

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

- (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: none

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 ☐

- N. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

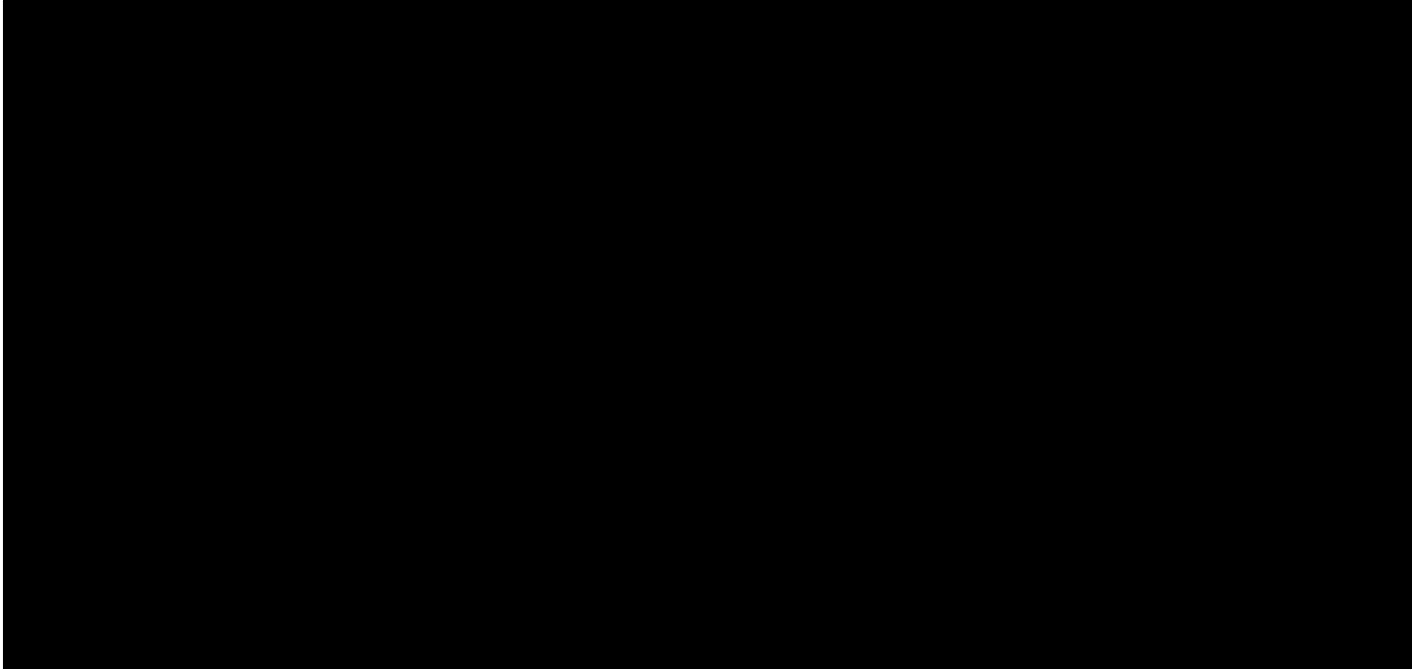
TO BE PROVIDED ON AWARD

- O. Does Contractor have a subsidiary or affiliate?

- P. Is Contractor a subsidiary of another entity?

- Q. 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?

Part V, Questions O/P/Q



<p>R. 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.</p>	
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor’s bid/proposal, please enter below the reference to that section in Contractor’s submission that responds to this question.</p> <p>T. See Section: <u>SEE BID PROPOSAL</u></p>	

Contractor must sign here: _____

Authorized Signature

Date: 7/17/17

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

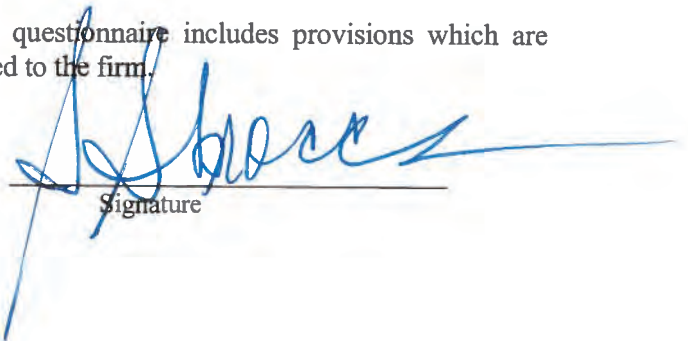
AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

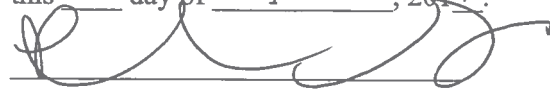
STATE OF NEW YORK)
) ss:
COUNTY OF QUEENS)

On the 17 day of July, 2017, before me personally came and appeared
_____ by me known to be said person, who swore under oath as follows:

1. I am Scott Sbrocco - V.P. of J-Track, LLC.
(Print name and title) (Print name of firm)
2. I am 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 the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.


Signature

Sworn to and subscribed to before me
this 17 day of July, 2017.



Notary Public _____ County

My commission expires: _____

RHEA M. GREEN
Notary Public - State of New York
No 01GR6305482
Qualified in Bronx County
My Commission Expires June 9, 2018

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 201__, 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. 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 Contractor previously submitted a Metropolitan Transportation Authority Contractor Responsibility Form within one (1) year prior to the date hereof to the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

6. I acknowledge and understand that the previously submitted MTA Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me
this ____ day of _____, 201__.

Notary Public _____ County

My commission expires: _____

CURRENT PROJECTS

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount Including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
B0-22	1/1/12- Present	2	NYC DDC Police Academy Labor Year 2&3 Jobsite Safety and Maintenance on a 500+ Million Dollar Contract to Building a New Police Academy Facility in College Point Queens - Through Change Orders the contract has been extended for 2+ years	College Point, NY		98%	Turner/STV JV 375 Hudson Street New York, NY 10014 Scott Walsh [REDACTED]@lcco.com (Owner: NYC DDC)	Prime
B0-25	8/15/12 - Present	2	NYC DDC Police Academy GC Metals, Ornamental Metals, Coiling Doors, Loading Dock Equipment, Skylights, Food Services & Appliances, Furniture, Signage	College Point, NY		95%	Turner/STV JV 375 Hudson Street New York, NY 10014 Scott Walsh [REDACTED]@lcco.com (Owner: NYC DDC)	Prime
B0-33	4/26/13 - Present		Signal System Modernization of the Dyre Ave Line. Work involves the Modernization of the Dyre Ave signal system from E. 138th St. Station to the Dyre Ave Station. As part of this work, two new relay rooms and three new signal power rooms are being constructed, as well as an equipment test lab.	Bronx, NY		85%	New York City Transit (NYCT) 2 Broadway, New York, NY 10004 Hossein Sam Kermani [REDACTED]@nyct.com (JV with TC Electric & Judlau Contracting)	JV
B0-37	8/1/13 - Present		Hudson Yard. (Amtrak Concrete Casing Eastern Rail Yard Section - John D. Caemmerer West Side Yard) Work includes the remove existing track in Hudson Yard to allow GC to install new tunnel through yard. Once GC's work is done, we will return and reinstall track using the existing rail, new ties, new plates, new clips.	Westchester, NY		97%	Tutor Perini Corporation New York, NY 10001 Scott Tanke [REDACTED]@perini.com	Sub

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
B0-41	July 2014 - Present		<u>Signal System Modernization of the 34th Street Line.</u> Work includes the removal and installation of 100 each Insulated Joints. Encompassing removal and replacement of concrete ballasted tie block, rail welding, rail replacement and signal support work. Removal of double crossover and replacement with a single crossover. Removal and replacement of 84C contact rail, fiberglass cover board and insulators. Work also includes the chopping and replacement of negative equalizers	Manhattan, NY		50%	New York City Transit (NYCT) 2 Broadway New York, NY 10004 Cecil Frazier () (GC- TC Electric, LLC)	Sub
B0-45	August 2014 to Present		<u>Design Build Johnson Ave Yard.</u> Work includes the removal of 4,000 feet of track at the Jonson Ave Yard for the Long Island Railroad. Replacement track includes concrete ties, welded rail strings, 2 left handed number 10 turnouts, 1 right handed #10 turnout and an equilateral number 10 turnout. Work is phased and performed during railroad shutdowns.	Queens, NY		95%	Long Island RailRoad 144-41 94th Ave Jamaica, NY, Jesse Heimowitz () @lirr.org GC- Pricone-Schiavone II	Sub
B0-46	January 2014 to Present		<u>Signal System Modernization West 4th Street / 6th Ave Line</u> 1. Work Includes 2. Replacement of 115 each insulated joints and rail. 3. 76 each stop machines and associated ties. 3. Replacement of 20 sets of switch machine ties. 4. Removal and replacement of 1800 LF of contact rail, protection board and insulators.	Manhattan, NY		50%	New York City Transit (NYCT) 2 Broadway New York, NY 10004 Cecil Frazier () (GC- TC Electric, LLC)	Sub
B0-47	August 2014 to Present		<u>Rehabilitation of the South Ferry Station Complex.</u> Work includes 1. Replacement of Special Work portion #8 Double Crossover LVT Ties 2. Replacement of 23 each insulated joints and rail 3. Replacement 40 each stop machine ties in active track. 4. Replacement of 1250 LF of U-69 and LVT blocks 5. Replacement of 2500 TF of rail. 6. 3,000 LF contact rail and protection board. 7. Replacement and Installation of 2 hydraulic track bumpers. 8. Grout Injection for Leak Remediation	Manhattan, NY		98%	New York City Transit (NYCT) 2 Broadway New York, NY 10004 Cajkara Borty () Mukesh Patel () @nycct.com (GC- Judlau Contracting)	Sub
B0-50	March 2015 to Present		<u>Furnishing & Installing Stairwell Protection Devices at Various Locations.</u> Work includes Furnishing & Installing 23 Flex-Gates at Various Locations to Cover NYCT Entrances to prevent Flood Damage to Station	Manhattan, NY		95%	NEW YORK CITY TRANSIT (NYCT) 2 Broadway New York, NY 10004 Richard DeCurtis () @nycct.com	Prime
B0-52	April 2015 to Present		<u>53rd Street Tube Rehabilitation.</u> Work includes the Demo & Replacement of 2,390 Feet of existing Track with new Type II Modified Track	Manhattan & Queens, NY		99%	New York City Transit (NYCT) 2 Broadway New York, NY 10004 Luis Pena () (GC- TC Electric)	Sub

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
B0-59	April 2015 to Present		<u>Dyre Ave Station Component Repairs</u> . Work includes the Demo Rehabilitation of existing track through the Dyre Avenue Station. This work includes furnishing and installing new Resilient Tie Plates, raising and surfacing existing track, replace ties as required, and installing new Type II track for proposed thru-span.	Bronx, NY		90%	New York City Transit (NYCT) 2 Broadway New York, NY 10004 GC - Schiavone Construction 150 Meadowlands Parkway Secaucus, NJ 07094 Loureiro [REDACTED] @schiavone.net	Sub
B0-60	January 2015 to Present		<u>CUNY College of Staten Island Station Rehabilitation</u> Work includes the Renovation of Building 2M - Electrical, Mechanical, Sprinkler, Interior Fitout, Outside Ductbank	Staten Island, NY		95%	STV Construction Inc. Robert Karabin [REDACTED] @stvinc.com	Prime
B0-70	July 2016 to Present (Work to Start April 2017)		<u>Grand Central Terminal Concourse and Facilities Fit-</u> Scope includes • Furnish and Install 446- TF of new 119RE CWR direct fixation track • Furnish and Install 380-LF 6"x6" Angle Guard Rail • Furnish and Install 54TF of DF Track at U-Tub Area • Furnish 35'-4" of track crossing panels (to be installed by MNR Force Account) • Furnish two #6.5 turnouts, 115RE RAIL on timber ties (to be installed by MNR Force Account)	Manhattan, NY		0%	MTA Capital Construction / LIRR / East Side Access 2 Broadway New York, NY 10004 GC - GCT Constructors JV Justin Hogan [REDACTED]	Sub
B0-71	May 2015 to Present		<u>ConEdison - College Point Storm Hardening</u> . Scope includes • Furnish & Installation of 40 Tiger Dam Anchors for anchorage of the Tiger Flood Dam • Furnish & Installation of a cantilevered beam for placement of ILC Dover supports posts for the ILC Dover Flood Barrier • Installation of a 9" thick reinforced concrete pad at the transformer area for placement of ILC Dover Support Posts for the ILC Dover Flood Barrier • Installation of seven (7) Savannah Trim Flood Doors • Furnish and Installation of five (5) sump pumps and piping for flood water removal • Furnish and Installation of seven (7) backwater valves • Excavation, form and pour one (1) sump pit • Extensive placement of water-proofing through-out facility to top of flood zone • Electrical work for sump pumps	Queens, College Point, NY		95%	Consolidated Edison Company of New York Salvo Frisina [REDACTED] @coned.com	Prime

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount Including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
B0-72	January 2015 to Present	[REDACTED]	includes Furnishing and Supervising, qualified and certified labor, materials (Other than Con Edison supplied material) and equipment necessary to perform breaking, removal, trucking and disposal, excavation, trenching and installation of plastic gas services and mains, backfilling and asphalt and final roadway and sidewalk restoration per NYCDOT regulations	Queens, LIC, NY	[REDACTED]	50%	Consolidated Edison Company of New York Sarrina R Banks ([REDACTED]) [REDACTED]@coned.com	Prime
B0-74	December 2016 to Present	[REDACTED]	<u>Clark Street Tube Rehabilitation</u> . Work includes the Demo & Replacement of 300 Feet of existing Track with new Type II Modified Track, Rail and Plate replacement 1,200' of existing Track with new 100# RF plates and 100# RB welded rails. Tie replacement of 590' of existing Track with Composite ties. Shim existing contact rail with new fiberglass shims to adjust elevation changes caused by the new rails and fasteners.	Manhattan & Brooklyn, NY	[REDACTED]	3%	New York City Transit (NYCT) 2 Broadway New York, NY 10004 (GC: TC Electric) Jeff Nalbano ([REDACTED])	Sub
B0-76	December 2016 to Present	[REDACTED]	<u>Above Grade Facility Hardening at Several Locations</u> . This project will provide flood mitigation / hardening measures at 5 fan plant locations in the boroughs of Brooklyn, Manhattan, and Queens. The work involves fortification of existing buildings, installation of new cladding and roofing, drainage improvements, door replacements, and installation of other flood mitigation systems. Existing equipment, ducts, conduits and pipes shall be relocated, modified or replaced as shown on the Contract Drawings. Fortification of existing buildings includes selective demolition work; and construction of new foundations, cast in place and precast concrete structures, steel framing, and strengthening of existing structural elements.	Brooklyn, Manhattan & Queens, NY	[REDACTED]	5%	New York City Transit (NYCT) 2 Broadway New York, NY 10004 Richard DeCurtis [REDACTED]@nycct.com	Prime
				TOTAL				

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
COMPLETED PROJECTS								
J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
2701	6/2007-7/2008		<u>Pier 86 Waterfront Structures</u> . Involved the construction of bulkheads (above and below the water line), the construction of the cast in place elements of the pier structure, and the digging of trenches. The projects called for the pouring of over 10,000 cubic yards of concrete during both the winter and summer seasons	New York, NY			Hudson River Park Trust PO Box 1189 Hudson, NY 12534 Steve Ferker [REDACTED] [REDACTED]@hrpt.state.ny.us	Sub
2702	10/2007-7/2008		<u>Pier 62&63 Waterfront Structures</u> : Involved the construction of bulkheads (above and below the water line), the construction of the cast in place elements of the pier structure, and the digging of trenches. The projects called for the pouring of over 10,000 cubic yards of concrete during both the winter and summer seasons.	New York, NY			Hudson River Park Trust PO Box 1189 Hudson, NY 12534 Steve Ferker [REDACTED] [REDACTED]@hrpt.state.ny.us	Sub
2704	8/15/07 - 5/1/08		<u>Queens West Redevelopment</u> : Installation of new Concrete bulkhead on the East River	Queen, NY			Empire State Development Corp Larry Ford [REDACTED]	Sub
2705	Various 2008		<u>New York & Atlantic Rail Road</u> : Misc Emergency Work. Tie Replacement / Rail Replacement / Train Car Derailments	Various Locations			NY & Atlantic Railway 68-01 Otto Road Glendale, NY 11385 Paul Victor [REDACTED]	Prime
2706	Oct-08		<u>Anheuser Bush Hunts Point Market</u> : Installation of new Track and Grade Crossing on CSX Rail line	Bronx, NY			Owner Anheuser Bush GC ADJO Contracting Corp 207 Knickerbocker Ave Bohemia, NY [REDACTED]	Sub
2708	11/30/07 - 7/1/10		<u>Rehab of Seven Node Site Facilities</u> : Rehab of various NYCT Comm Room: New Doors / Ceilings / Generators / Fire Suppression Systems	Bronx, Brooklyn, Queen & Manhattan			New York City Transit (NYCT) 2 Broadway, New York, NY 10004 (GC Midland Tech)	Sub
2709	5/1/10 - 7/31/10		<u>Rehabilitation of the 96th Street Station on the Broadway Line</u> Work involves the removal of railroad track and the structural support slab. The slab is replaced with precast concrete planks. A membrane waterproofing system will then be installed and a new type II modified railroad track will be installed. Work is phased over several weekend shut downs. The work will occur within a station platform area, requiring coordination and safety precautions with/around the general public	Manhattan, NY			(Owner: New York City Transit) Cimalta Construction Corp. 1601 Locust Avenue Bohemia, New York 11716 Jack Glynn [REDACTED]	Sub
2807-01	8/20/2008		<u>River Head Building Supply Track Work</u> : Raise siding RR Tracks @ Crossing 6" to reduce the differential between LIRR crossing and siding crossing	Riverhead NY			Riverhead Building Supply 1295 Pulaski Street Riverhead, NY 11901	GC
2807-02	Oct-08		<u>Montebello Food Corp Track Work</u> : Build 375 Feet of Rail/Road Track, install one turnout, install ballast and lamp	Brooklyn, NY			CMC Associates, Inc	GC

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2807-03	Nov-08	[REDACTED]	<u>Bombardier Transportation Track Work</u> , Demo & Repair Spalding Concrete @ Jamaica Airport	Queen, NY	[REDACTED]		Bombardier Transportation	GC
2907-01	Jul-09		<u>Sorcerer's Apprentice Track Work</u> : Provided Train Tracks & Construction Services at Floyd Bennett Field for the movie Sorcerer's Apprentice	NY, NY			Incantation Production (A California Corp) 427 S. Victory Blvd. Burbank, California 91502	GC
2907-02	Apr-09		<u>Track Work Difazio Industries</u> : Remove and install 39-Ft section of track for Culvert Work on SIRR property	Staten Island, NY			Difazio Industries, Inc. 38 Kinsey Place Staten Island, NY 10303	Sub
2907-02	Apr-09		<u>Pier 84 Emergency Repair Work</u> : Rehab of Deck and Bulkhead due to Barge hitting into the Pier	Manhattan, NY			Hudson River Park Trust PO Box 1189 Hudson, NY 12534 Steve Ferker	Sub
2801	4/2008-5/2009		<u>The Rehabilitation of Six Bridges in Staten Island</u> : Removal and replacement of railroad track, ballast removal and replacement bridge deck waterproofing, temporary track support system, miscellaneous steel repairs, bridge painting, crack and spill repairs, and electrical signal support	Staten Island, NY			New York City Transit (NYCT) 2 Broadway, New York, NY 10004 Michael Downer	Prime
2802	5/2008-12/31/09		<u>Maintenance of Way Repair Facility</u> : Construction of two new pre-engineered structures. The work includes embedded and ballasted track work, electrical, plumbing, sprinkler, mechanical, and interior finish work, contaminated soil remediation, and the construction of drainage structures and helical pile concrete foundations	St. Albans, NY			MTA Long Island Rail Road 144-41 94th Avenue, 3rd Floor Mail Code- 1913 Jamaica, NY 11435 John Fruhauf [REDACTED]	Prime
2803	12/2009-10/2012		<u>Chemical & Petroleum Bulk Storage Facilities Upgrade</u> Demo and remove existing pavement at fill stations; new concrete transfer pads, trench drains, containment walls, tank pads, curbs and sidewalks	Coney Island, NY			Crescent Contracting 2800 Webster Ave. Bronx, NY 10468 Barr Rickman [REDACTED]@crescentcontracting.com (Owner: NYC DEP)	Sub
2804	12/08 - 5/09		<u>Rolling Stock Cars</u> : Purchase / Rehab / Inspection / Acceptance / Delivery of Rolling Stock Cars for the East Side Access Project	Bronx, NY			MTA East Side Access Project (G.C. URS Corporation)	Sub
2904	3/2009-3/2014		<u>Lexington Avenue & 5th Avenue Interlockings, Queens Boulevard Line</u> The job consists of the installation of special track work, railroad ties, and insulated rail joints as part of a new signal system, embedding a signal cable routing system into the floors of the mezzanines, the construction of relay rooms at the 5th Ave. and Lexington Ave. mezzanines, and the construction of three tunnel-lighting rooms within the subway	New York, NY			New York City Transit (NYCT) 2 Broadway New York, NY 10004 Dick Rothman [REDACTED] [REDACTED]@nyc.com (GC- TC Electric, LLC)	Sub

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
2901	9/2009 - 3/2014	C-34763	<u>Rehabilitation of the Culver Line Viaduct, Phase II, B Division (IND).</u> While maintaining NYCT operation through two station areas, J-Track will install a new waterproofing system and low vibration track in a concrete ballast system. We will also build two new low vibration double crossovers and one single crossover embedded in concrete.	Brooklyn, NY			New York City Transit (NYCT) 2 Broadway New York, NY 10004 D7.132 Raymond Wong [REDACTED]@nycct.com (GC: Judlau Contracting, Inc.)	Sub
2903	2/09 - 6/09	CM019	<u>BN Yard:</u> Excavate and Build new Track Sidings in Metro North Yard in the Bronx	Bronx, NY			MTA East Side Access Project (G.C. Dragados / Judlau JV)	Sub
2905	9/16/09- 3/1/12	A-36011/12/13/14 & 45	<u>Five Station Rehabilitation on the Pelham line</u> Work involves a five phase removal and temporary installation of the railroad track to allow for reconstruction of the mezzanine roof or track beds. The project also includes the installation of a membrane waterproofing system and construction of a low vibration concrete ballasted track. Revenue train service is maintained Monday through Friday requiring strategic weekend planning.	Bronx, NY			John P. Picone Construction 31 Garden Lane Lawrence, NY 11559 Neal Dewitte [REDACTED]@johnpicone.com (Owner: New York City Transit)	Sub
2906	10/12/09- 10/10	A-35985	<u>East 180th Street Station Rehabilitation</u> The work involves removal of railroad track, the reconstruction of track bed, and the installation of new type II modified railroad track. Work will occur within a station platform area, requiring coordination and safety precautions with/around the general public	Bronx, NY			Cimalta Construction Corp 1601 Locust Avenue Bohemia, New York 11716 Lanny Heslop, [REDACTED] Lanny Heslop (Owner: New York City Transit)	Sub
2908	1/01/10 - 8/30/10	A-35964 / A-35869	<u>Rehabilitation of Avenue U and Neck Road Stations on the Brighton Line</u> Work includes the replacement of 1,250 wood ties and 4,000 - LF of line and surfacing work through reconstructed passenger platforms. The work will be phased to meet the construction schedule of the new platforms.	Brooklyn, NY			New York City Transit (NYCT) 2 Broadway, New York, NY 10004 Seymour Portes (GC- Judlau Contracting, Inc.)	Sub
B0-01	9/1/10 - 6/1/12	C-52093	<u>Access Control & Intrusion Detection System Phase II</u> Furnish Labor and Materials Door Installation for Various Passenger Station Communications Rooms	Brooklyn Queens, Manhattan			New York City Transit (NYCT) 2 Broadway, New York, NY 10004 (GC- TC Electric, LLC)	Sub
B0-03	6/2010 - 12/30/11	A-35870	<u>Rehabilitation of 5-Station on the on the Brighton Line</u> Work includes the replacement of 3,900 wood ties and 10,000 LF of line and surfacing work through reconstructed passenger platforms. The work will be phased to meet the construction schedule of the new platforms.	Brooklyn, NY			Granite Construction Northeast 120 White Plains Road, Suite 310 Tarrytown, NY 10591 Seymour Portes [REDACTED]@nycct.com (Owner: New York City Transit)	Sub
B0-04	10/26/11 - 12/31/12	20100010612 BP#11	<u>NYC DDC Police Academy Labor Year 1</u> Labor Contract for 1-year to handle all the site service on a 300+ Million 4-year Contract. The Contract is for 1-year but can be renewable for up to 4-years	College Point, NY			Turner/STV JV 375 Hudson Street New York, NY 10014 Scott Walsh [REDACTED]@tcco.com (Owner: NYC DDC)	Prime

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
B0-08	10/1/11 11/1/14	13690007	<u>South Brooklyn Marine Terminal S-Curve</u> : Install 1,718-LF of Track, (2) #8 Turnouts. Under Change Order install Direct Fixation Track	Brooklyn, NY	\$1,640,578		NYC EDC GC Triumph Construction George Matthews (203) 515-0480	Sub
B0-09	9/20/11 - 4/1/12	A-35942	<u>Rehab of Bleeker Street</u> : Removal of (2) existing IJ's & Installation of (2) New IJ's and concrete work	Manhattan, NY	\$150,275		New York City Transit (NYCT) 2 Broadway, New York, NY 10004 (GC- MA Magalies	Sub
B0-10	4/29/11 - 1/13	CM002	<u>GCT Expansion Joint Replacement & Structural Closures for the East Side Access Project</u> - The project scope is the replacement of expansion joints and structural closures in Metro North RR train shed over Madison Yard. The work included is, demolition and restoration of the existing longitudinal joint and multiple transverse joints across ten tracks encompassing the lower level footprint of Madison Yard. Also included is, closure of existing openings, waterproofing and fire stopping	Manhattan, NY	\$4,544,980		MTA Capital Construction / LIRR / East Side Access 2 Broadway New York, NY 10004 Larry Nigro [REDACTED]@MTACC- [REDACTED]ESA.INFO	Prime
B0-11	6/1/11 6/30/12	20100010612 BP#11	<u>NYC DDC Police Academy</u> Installation of Underground Utilities which included Piles, Trenching, Concrete, and Grading work for ConEdison, Telcom, Fire, Sanitary, Gas and Water lines from the Street to the Building Point of Entry	College Point, NY	\$12,775,053		Turner/STV JV 375 Hudson Street New York, NY 10014 Matt Nolty [REDACTED]@stvinc.com (Owner: NYC DDC)	Prime
B0-12	10/1/2011	S-32761	<u>Lexington Avenue & 5th Avenue Interlocking, Queens Boulevard Line Phase II</u> The job consists of installing 6-new IJ's, 3-new Dead Rail IJ's, Relocate 9-ea Insulated Joints, Remove 3-ea existing IJ's Widen 28ea existing Notches F&I 2new track ties at 15 Locations, F&P 14-ea concrete pads and remove 6-ea concrete pads	Manhattan, NY	\$1,000,000		New York City Transit (NYCT) 2 Broadway New York, NY 10004 Dick Rothmel [REDACTED]@nycct.com (GC- TC Electric, LLC)	Sub
B0-14	9/23/11 7/1/13	C-31673 WO #1	<u>Lift Replacement at the College Point Bus Depot</u> Installation Demo on Existing Bus Lift and Installation of new lift, there is also concrete and electrical work	College Point, NY	\$624,901		New York City Transit Bus 2 Broadway, New York, NY 10004 Wainsworth White [REDACTED]@nycct.com	Prime
B0-23	1/31/12 9/26/13	IFB # 12-017X	<u>NJT Platform E Structural Repairs</u> Work Included 12,000-ft of track platform repair. Repair of spalled Concrete. Installed new rubbing board and tactile warning strip	Newark Penn Station	\$3,391,500		NJ Transit One Penn Plaza East Newark 07105 William Schenkel [REDACTED]@njtransit.com	Prime
B0-26	9/7/12 to 5/30/13		<u>LOSSING STREET TURNOUT WORK INVOLVED TEST T #10</u> Turnout, 3 # 8 Turnouts, 1 Straight rail Turnout and 1,310 LF of Ballasted Track for Posillico's Asphalt plant which is a rail siding off of the LIRR Line in Farmingdale	Farmingdale, NY	\$421,000		Posillico 1750 New Highway Farmingdale, NY 11735	GC
B0-27	1/31/12 Present	C-33850	<u>Unload Rail Trains</u> Unloading 300 pcs of 136RE Rail at 800FT Lengths from Train in LIRR Sunnyside Yard . Work will happen in 2 or 3 Phases	Queens	\$200,875		LB Foster CO	GC

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B0-28	8/31/12 - 6/30/13		<u>MBTA Pawtucket Lavover Improvement Project</u> Phase 1 Remove approx 60-LF of Track 5,6&7 and replace. Phase 2 Remove approx 700 LF of Track 4 and replace with new.	Pawtucket RI			Massachusetts Bay Transit Authority (GC C.R.C.) 77 Federal Avenue Quincy, MA 02169 Mark Hendrickson	Sub
B0-29	10/22/12 - 9/1/13		<u>Westward Passenger; 3rd Party Spoils Removal for ESA</u> Removal and disposal of Contaminated material from LIC Sunnyside Yard	LIC, NY			MTA East Side Access 29-76 Northern Blvd 5th Floor Area A LIC NY 11101 Robert Latinsky @mtacc-esa.info	Prime
B0-30	11/1/12 - 9/1/14		<u>Emergency Track Clean Up and Rebuild at Broad Channel in the Borough of Queens.</u> J-Track has been chosen to perform Emergency Clean up and Track Repair work due to damage from Hurricane Sandy. Work includes Sheeting, Road Building, Electrical & other work	Queens, NY			New York City Transit (NYCT) 2 Broadway New York, NY 10004 D7.132 Raymond Wong @nycct.com	Prime
B0-31	2/15/13 - 10/1/13		<u>Broad Channel Station Repairs and Painting in the Borough of Queens.</u> Platform & Station Repair Work to Broad Channel Station which was damaged in Hurricane Sandy Work included Structural, Lighting, Painting Store Fronts Platform and Track Repairs.	Queens, NY			New York City Transit (NYCT) 2 Broadway New York, NY 10004 D7.132 Talib Lokhandwala @nycct.com	Prime
B0-32	6/3/13 - 8/1/14		<u>Cortlandt Street.</u> Work includes the Rehabilitation of Cortlandt Street Station which was severely damaged in the collapse of World Trade Center on Sep. 11, 2001. The project has two phases. Phase 1 scope includes demolition of the subway structure (#1 Line Box) and expansion of the station area at the North end. Completion of phase 1 is anticipated for mid March and will result in the opening of Greenwich Street, which will run thru the middle of the World Trade Center Property. Phase 2 is all the remaining station works, mechanical, electrical, communication, signal and architectural works. Authorization of phase 2 is pending.	Manhattan, NY			Port Authority of NY & NJ	SUB
B0-39	9/1/14- 10/1/14		<u>Food Center Drive Construction of Green Street Hunts Point.</u> Work includes removal and replacement of railroad track grade crossing. Design and installation of grade crossing warning system.	Bronx, NY			NYC EDC GC Triumph Construction George Matthews	Sub

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
B0-19	9/29/11 - 9/30/14		<p><u>MBTA Assembly SO Station</u> Commencing night work in August 2012, J-Track's Boston crews rehabilitated 3000' of a parallel non-revenue track and completed preparations for the first of two cut and throw operations to move the revenue tracks east to clear the proposed center island platform. Each cut and throw actually represented two separate operations at either end of the rehabilitated track sections. The northerly ends, short 25 mph alignments and the south, much longer 50 mph sections.</p> <p>The cut and throws were accomplished over two 53 hour weekend service diversions. The first, in late October, moved northbound service onto the parallel non-revenue track. This opened up an 1800' portion of the northbound track for J-Track to reconstruct or realign.</p>	Massachusetts			<p>Massachusetts Bay Transit Authority GC S&R Construction 185 South Main Street Newton, NH 03858 Stephen Early [REDACTED] [REDACTED]@aol.com</p>	Sub
B0-36	7/31/13 - Present		<p><u>"Sandy" Repair Project - Montague Tunnel.</u> Work includes Demolition and reconstruction of 32,000 LF concrete cable ductwork</p> <p>Installation of 300,000 LF cable of various sizes</p> <p>Removal and Replacement of 24,000 feet of Continuous welded rail</p> <p>Removal and Replacement of 9,800 rail fasteners</p> <p>Removal and Replacement of 5 special work portions</p> <p>Installation of 8,000 LF 8" discharge pipe</p> <p>Installation of 24,000 LF tunnel lighting</p> <p>Installation of new Signal room</p> <p>Installation of two new circuit breaker houses</p>	Brooklyn / Manhattan, NY			<p>New York City Transit (NYCT) 2 Broadway, New York, NY 10004 Piyush Patel [REDACTED] [REDACTED]@nycct.com (JV with TC Electric & Judlau Contracting)</p>	JV
B0-43	May 2014- 8/27/14		<p><u>CH057B Harold TrackWork.</u> Work includes installation 3,000lf of concrete tie ballasted track and number 20 concrete tie movable point turnout for the Long Island Railroad. Work included placement of ballast, raise, surface, align and distress track. Turnout welded with and connected to 1,100 feet long rail strings.</p>	Queens, NY			<p>MTA East Side Access 29-76 Northern Blvd, 5th Floor (Area D) Long Island City, NY 11101 Andrew C. Nigro, P.E. [REDACTED] [REDACTED]@MTACC-ESA.INFO</p>	GC
B0-55	April 2015 to June 2016		<p><u>Cortlandt Street #1 Line Station Rehabilitation.</u> Work includes the Demo & Replacement of 2,433 Feet of existing Track with new Type II Modified Track</p>	Manhattan, NY			<p>New York City Transit (NYCT) 2 Broadway New York, NY 10004 Nick Santoiemma [REDACTED] [REDACTED]@mtacc.info</p>	Sub
B0-24	Jan 2012 to June 2016		<p><u>Steinway Tube Duct Rehabilitation and Circuit Breaker House</u> Work includes demolition of duct bank and installation of new duct for new cable in Steinway Tube for the #7 Line between Grand Central Terminal and Vernon/Jackson . Also Grout Injection for Leak Remediation</p>	Queen & Manhattan NY			<p>New York City Transit (NYCT) 2 Broadway New York, NY 10004 Sonia Iaising [REDACTED] [REDACTED]@nycct.com (GC- TC Electric, LLC)</p>	Sub

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
B0-40	Oct 2013 to June 2016		"Sandy" Capital Recovery Project - Restoration of Pump Room PR#3227 & Track in teh Steinway Tube Work includes electrical, mechanical and civil & architectural rehabilitation. Project spans 3,500ft from Manhattan (Shaft 2) to Queens (Shaft 4) in the Steinway Tube tunnel. Demolition of 8,100 LF of existing 6" discharge pipe & 7,000 LF of existing 3" airline pipe. Pump room #3227 rehabilitation which consists of replacement of fans, controls, (2) two 200 GPM and (1) one 1500 GPM pump. Install 8,100 LF of new 8" D.I.P along existing duct bank to each shaft on both tracks. Replacement of 2,400 LF of contract and running including all its components. Designated deteriorated track ties to be removed and replaced . Complete demolition and reconstruction of selected sections of track. Electrical scope includes removal and replacement of all electrical components from pump room, control room and electrical distribution room.	Queens / Manhattan			New York City Transit (NYCT) 2 Broadway New York, NY 10004 Sonia Jaising [REDACTED]@nyct.com (JV with TC Electric & Judlau Contracting)	JV
2953	2009		St Joseph's Hospital Lobby refill, caisson work, including temporary casing	Paterson, NJ			O.A. Peterson Construction 78 No.Willow Street Montclair,NJ 070429 Henry Meyer (Owner: St. Joseph Health Care System)	Sub
2954	2009 - 2010		Route 1 State of NJ Install 44-24" diameter steel casings to top of rock elevation (12-20' below e.g.), removing 15' of bedrock	Princeton, NJ			Anselimi & DeCicco, Inc. 1977 Springfield Avenue Maplewood, NJ 07040 Gary Veracco (Owner: New Jersey DOT)	Sub
C0-01	6/2010 -		Mc-Carren Pool & Bath Furnish and Install (98) Piles with 60-Ton Capacity and perform Load Test	Brooklyn, NY			City of NY Parks & Recreation (GC Commodore Construction)	Sub
C0-03	6/2010 - 8/2010		Hoboken Wet Weather Pump. Furnish and Install 9,625 Dia Drilled Mini-Piles w/ 15' Rock Sockets. (1,436-LF) and Perform Load Test	Hoboken, NJ			North Hudson Sewerage Authority 1600 Adams Street Hoboken, NJ 07030 (GC Anselimi & DeCicco, Inc)	Sub
C0-04	5/2010 - 8/2010		Newark School Stadium; Furnish & Install Drilled in Piles and Installation of Rebar and Concrete for new School Sport Stadium	Newark, NJ			Newark Public School 2 Cedar Street Newark, NJ (GC Dobco)	Sub
C0-05	7/2010 - 8/2014		Installation of Variable Message Signs; Installation of Casson Drilling Piles	NJ			New Jersey Turnpike Authority (GC PFK - Mark III, Inc.)	Sub
C0-06	10/2010 - 11/2010		Syosset Tower Repair; Install (13) 2" helical piles at an average depth of 21' from pile cutoff elevation and 4 pile caps (4*4*4') with a total of 1600lbs of rebar and concrete	Syosset NY			GC KM Consulting Engineers	Sub

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C0-07	9/2010 - 10/2010		<u>25 Corp Place Drill 38 24" diameter caissons 8/ft deep</u>	Piscataway NJ	[REDACTED]		GC Quiststar Construction	Sub
C0-08	9/2010 - 10/2010		<u>Brilliant Lewis Pile and Foundation work</u>	NJ			GC Brilliant Lewis Environmental	Sub
C0-09	11/2010 - 3/2011	[REDACTED]	<u>NJ Turnpike Authority Interchange 6to 9 Widening Program: Installation of Casson Drilled Piles</u>	NJ			New Jersey Turnpike Authority (GC JBL Electric)	Sub
C0-10	11/2010 - 1/2011		<u>NJ Turnpike Authority Interchange 6to 9 Widening Program: Installation of Casson Drilled Piles</u>	NJ			New Jersey Turnpike Authority (GC JBL Electric)	Sub
C0-15	6/1/12 - 9/30/12		<u>Replacement of the Upper Level Curb Stringers and Roadway Lighting at the Henry Hudson Bridge</u> Our scope was to F&I 14 Grouted tiebacks to support the Henry Hudson Bridge Footing	NY			Triborough Bridge & Tunnel Authority (GC Judlau Contracting)	Sub
C0-19	May-12		<u>I-287 Middlesex / Somerset COE</u> 48" Drilled Shafts (3 Shafts - 85 Total LF) for Road Sign Structures on I-287	NJ			NJ DOT (GC Griffin Signs)	Sub
C0-24	Feb-12		<u>Atlantic City Expressway Westbound Widening (MP 17.7 - 25</u> 54" Drilling Operations for (3) 54" Shafts and pour foundations for the cantilever sign structures	NJ			AC Expressway Authority (GC South State)	Sub
C0-26	10/18/11 to 11/30/15		<u>Verrazano Bridge Toll Plaza Improvements, Phase B</u> Work included 8,223 LF of Bored Holes, 1.8 Million Pounds of Steel Core Beams and 1,923 CY of concrete encasement for Tangent Pile Walls. Also Drilled Shafts for Signs Structures	Staten Island, NY			Triborough Bridge & Tunnel Authority (TBTA) (GC Restani Construction Corp. Sal Restinio [REDACTED] @restani.com	Sub
C0-29	10/18/11 to 7/1/13		<u>Reconstruction of Jackie Robinson Parkway Retaining Wall</u> Work included F&I 42-ea Helical Piles - 24" Drilled Shafts 45-FT Long for new road work improvements	Queens, NY			NYC DDC (GC TWI Construction)	Sub
C0-31	5/25/12 to		<u>Staten Island Exp Reconstruction and BUS / HOV Lane Extension between Victory Blvd & Clove Road</u> Work includes 750-M of Drilling Shafts for Soldier Pile & Lagging Wall. 5108-M of Drilled Shafts for Noise Walls and 500 CM of Drilled Shafts for Sign Structures	Staten Island, NY			NYS DOT (GC CCA Civil Inc)	Sub

J-Track Job #	Start & Finish Date	Contract #	Project Name & Description	Location of Work	Contract Amount including CO's	Percent Completed	NAME AND ADDRESS OF OWNER AND CONTRACTING OFFICER	SUB-S PRIME-P
C0-33	4/14/12 to		<u>Graden State Parkway Interchange 48 to 63 Widening MP 47.7 to 51.3</u> Work included 42" 48" & 54" Drilled Shafts for Sign Structures	NJ			NJ Turnpike Authority (GC Highway Safety Systems	Sub
TOTAL								