

# REQUEST FOR PROPOSALS

## RETAIL LEASE

### Port Chester Station Building



# Request for Proposals

Bid deadline – February 10, 2012

Inspections will be conducted by appointment only

**All bid proposals shall be publicly disclosed in the agenda for the meeting of the Finance Committee of the MTA Board at which the transaction will be considered for approval.**

**All contacts relating to this RFP must be made through the designated Point(s) of Contact identified below. Contacts with anyone else at MTA relating to this RFP may be a violation of law and may result in the disqualification of the proposer**

Jeff Kintzer  
Royal Properties, Inc.  
jeff@royalpropertiesinc.com  
914-237-3403, Ext. 103

Craig Benson  
Royal Properties, Inc.  
craig@royalpropertiesinc.com  
914-237-3403, Ext. 105

John Williams  
Royal Properties, Inc.  
john@royalpropertiesinc.com  
914-237-3403, Ext. 115

## TABLE OF CONTENTS

<b>I.</b>	<b>Introduction</b>	
	Summary of Request .....	1
<b>II.</b>	<b>The Site</b>	
	Location and Description of the Site.....	2
<b>III.</b>	<b>Terms and Conditions</b> .....	3
	A. Not and Offer.....	3
	B. Taxes.....	3
	C. Permits and Approvals .....	3
	D. Expenses .....	3
	E. Project Manager .....	4
	F. Environmental .....	4
<b>IV.</b>	<b>Submission Requirements</b> .....	5
	A. General.....	5
	B. Organization of Proposal.....	5
	1.    Leasess of Site.....	5
	2.    Financing Plan.....	5
<b>V.</b>	<b>Selection Process</b> .....	6
	A. General.....	6
	B. Evaluation and Selection Criteria.....	6
	C. Deposit and Security .....	6
<b>VI.</b>	<b>Intention</b> .....	7
<b>VII.</b>	<b>General Conditions</b> .....	7
<b>VII.</b>	<b>Brokers</b> .....	8

**Exhibit A** – Term Sheet and Rent Proposal Form

**Exhibit B** – Forms

1. Proposer Information Form
2. Form W-9
3. New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement

**Exhibit C** – Photographs

**Exhibit D** – Building Information

## I. INTRODUCTION

### Summary of Request for Proposals

Royal Properties, Inc. ("ROYAL") on behalf of the Metropolitan Transportation Authority, a New York public benefit corporation ("MTA"), is soliciting Proposals ("Proposals") for net lease of the Port Chester Station Building (the "Site").

The MTA is in contract with ROYAL, a private firm that has exclusive rights to market the Site on behalf of the MTA. ROYAL will provide property information on the Site to interested parties, perform site visits and manage the Request for Proposals ("RFP") process for the MTA.

ROYAL offers the Site for lease through a public solicitation known as a "Request for Proposals" (RFP). The MTA's objective in having Royal issue an RFP is to publicly offer and promote specific properties. The goal of the RFP process is to attract strong and viable proposals. The MTA's selection criteria, as explained in Section V, include the financial strength, management expertise, business plan, and track record of the proposer, as well as the compensation offered and the improvements proposed for the Site, if applicable. The RFP, therefore, requires the completion of an extensive application.

Enclosed is the entire Request for Proposals ("RFP") package, which is also available on the Internet at:

[http://mta.info/mta/realestate/retail\\_leasing.html](http://mta.info/mta/realestate/retail_leasing.html)

and

<http://royalpropertiesinc.com/mta-portchester.html>

The MTA intends to consider submissions by one or more proposers (each a "Proposer") for lease of the Site. The MTA intends to enter into a lease for the site on a triple net basis with the Proposer whose proposal most successfully meets the criteria set forth in this RFP, provided that such Proposer is found qualified to carry out its proposal and its proposal fully complies with the requirements of this RFP. Proposers are invited to submit proposals in accordance with the terms and conditions of this request. To ensure that your proposal is complete, please check Section IV, Submission Requirements, to confirm you have completed and submitted all required forms.

The first step in the selection and designation process will be a review of the Proposals and, if deemed prudent by the MTA, a short-listing of such Proposals. Next, ROYAL and, on a case by case basis, MTA, will meet with the remaining eligible Proposers to discuss their Proposal(s). Following such discussions, ROYAL intends to make a preliminary designation of one or more of the Proposer(s) as the selected Lessee(s) of the Site. ROYAL then intends to negotiate with the preliminarily designated Proposer(s) in an effort to establish mutually agreeable material terms and conditions for proceeding to the next step in the designation process.

If MTA deems such negotiations successful, then a designation recommendation will be submitted to the MTA Finance Committee and full MTA Board (the "Board") for its consideration. The final selection of a Selected Lessee and the material business terms of any lease are subject to the approval of the Board.

If approved by the Board, the successful lessees will become the formal Selected Lessee. After such designation, MTA will negotiate definitive documentation with such Selected Lessees.

All proposers are urged to inspect the property. The date and time is subject to change. Prospective proposers should contact ROYAL to arrange an inspection at least 24 hours before the scheduled inspection to confirm attendance. All submissions and communications with respect to this RFP should be made to the following individual at ROYAL (the "Broker"), who are the Designated Points of Contact for this solicitation for purposes of the MTA Vendor Code Of Ethics and the provisions of New York State Finance Law §§ 139-j and 139-k.

:

Jeff Kintzer, Principal  
Royal Properties, Inc.  
850 Bronx River Road  
Bronxville, NY 10708  
Telephone: (914) 237-3403, Ext. 103

Craig Benson, Vice President  
Royal Properties, Inc.  
850 Bronx River Road  
Bronxville, NY 10708  
Telephone: (914) 237-3403, Ext. 105

John Williams, Sr. Vice President  
Royal Properties, Inc.  
850 Bronx River Road  
Bronxville, NY 10708  
Telephone: (914) 237-3403, Ext. 115

## II. THE SITE

### Location and Description of Site

MTA owns the fee interest in the Site and the parking lot surrounding the Site.

The site is located at 3 Broad Street, Port Chester, New York 10573 in the County of Westchester.

The building is a one story building constructed in 1890 and consists of 5,632 square feet plus additional adjacent outdoor land of approximately 3,600 square feet. The building is surrounded by a MTA Metro-North commuter parking lot. MTA Metro-North will provide a number of parking spaces commensurate with the Selected Lessee's use in proximity to the Site, within the commuter parking lot.

The neighborhood is a highly visible downtown location easily accessible to I-95, I-287 and Route 1. Major retailers consist of Costco, Bed Bath & Beyond, Super Stop & Shop and Marshall's.

Metro-North may provide a financial contribution to the Tenant's cost, if any, of installing utilities or of undertaking base building work on behalf of Metro-North.

### Reservations and Requirements

#### ***Railroad customer use***

Metro-North will reserve for itself and its customers' use, on a non-exclusive basis, of a portion of the building including a waiting room, bathrooms, and access to platforms. The MTA seeks tenants with retail or commercial uses that are compatible with the continued use by passengers of the waiting rooms and bathrooms (which to some extent may be reconfigured or relocated).

#### ***Morning coffee service***

The station is currently served by a coffee concession. MTA will require the Selected Lessee to provide a morning coffee service between the hours of **6:00 a.m. – 11:00 a.m.** The party operating the coffee service will be responsible for opening the station building each morning to the public at **6:00 a.m.**

ROYAL will provide each Proposer the opportunity to inspect the Site. Site visits will be scheduled by the Broker, who should be contacted for the exact dates and times.

Please review the Term Sheet, attached as Exhibit A, for additional information regarding the Site.

### **III. TERMS AND CONDITIONS**

#### **A. Not an Offer**

No lease shall be deemed granted and no rights whatsoever shall accrue to a proposer or any other person against the MTA or any affiliate or subsidiary thereof, nor shall there be deemed to be a lease or license for any property unless and until a fully executed agreement is delivered to the proposer. The execution of an agreement by the MTA or an affiliate or subsidiary is usually subject to the approval of the MTA Board.

The MTA reserves the right, without liability, to

1. Postpone the submission deadline,
2. Reject any and all proposals,
3. Negotiate all terms and conditions, including compensation and location, with any proposer,
4. Modify or withdraw this RFP or any property specified in it at any time and without explanation, or
5. Waive any requirement.

The information provided in this RFP is summary in nature and has been prepared without audit or verification. No representations or warranties of any kind, either expressed or implied, are made with respect to such information by the MTA, its affiliates or subsidiaries, or by any officer, employee, or agent thereof. Applicants must recognize that the Site is being offered on an "as-is" basis and that applicants' proposals must rely solely on their own independent study. A detailed independent investigation by the applicant should be made before submitting a proposal. (See "Inspection of Premises," below.)

This RFP does not constitute an offer to sell, lease or sub lease the site or any portion thereof, nor a solicitation of offers to sell, lease or lease any portion thereof. Neither the ROYAL, MTA, nor any affiliate or subsidiary of any of the foregoing, shall incur any obligation or liability on account of any submission made in connection with this RFP (nor shall any Proposal be deemed accepted) unless and until an agreement setting forth all the terms and conditions of a transaction has been fully negotiated and a written agreement incorporating such terms and conditions has been fully executed and unconditionally delivered by all the parties thereto and all necessary consents and approvals have been obtained including, without limitation, approval of such written agreement by the Board.

#### **B. Taxes**

MTA is not required to pay fees, taxes or assessments, whether state or local, including but not limited to fees, taxes or assessments on real estate.

#### **C. Permits and Approvals**

The Selected Lessee will be required, at its sole cost and expense, to comply with all applicable federal, state, and local laws and regulations, and to obtain from all appropriate government authorities all approvals for any proposed use of the site, including but not limited to, all required building permits and approvals.

#### **D. Expenses**

Under no circumstances shall MTA be liable for any of the costs of any Proposer or the Selected Lessee in connection with preparing a Proposal in response to this RFP, negotiating with MTA, or otherwise participating in this RFP process.

## E. Broker

The Broker, ROYAL, is authorized only to direct the attention of Proposers to various portions of this RFP (including all attachments) and to consider RFPs for clarification. Neither the MTA, nor MTA Metro-North, is authorized to give interpretations of this RFP or additional information regarding the requirements of this RFP. Interpretations or additional information, if provided, will be communicated to Proposers only by public notice or written addenda, and shall be considered part of the RFP. Pursuant to MTA's Vendor Code Of Ethics (which may be found at [www.mta.info/mta/procurement/vendo-code.htm](http://www.mta.info/mta/procurement/vendo-code.htm)) and the provisions of New York State Finance Law §§ 139-j and 139-k. Proposers may not contact other employees or consultants of the MTA, Metro-North, or any other governmental entity regarding this RFP or send Proposals to them. Failure to observe this requirement may result in the Proposer's disqualification from consideration pursuant to this RFP.

## F. Environmental

The Selected Lessee shall be responsible for all environmental conditions arising from or connected with (a) any act or omission in connection with site investigations, site excavation and construction and all associated activities conducted by or on behalf of such Selected Lessee; (b) the release or threatened release of hazardous or regulated substances at any location where such Selected Lessee has caused materials removed from the site to be transported and disposed; (c) the negligent use and occupancy of the site and related property by such Selected lessee or the failure of the foregoing to exercise due care in its operations; (d) the utilization of the site by such Selected Lessee for non-permitted uses; or (e) the breach by such Selected Lessee of any of the terms of the Lease. The Selected Lessee shall indemnify and hold the MTA harmless from any and all environmental claims, environmental clean-up liabilities, and other actions, causes of action, suits, proceedings, administrative orders, costs, charges, and damages directly or indirectly arising therefrom.

MTA makes no representations regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the site or the future development thereon.

MTA recognizes that the Selected Lessee may desire to undertake further environmental investigations before being bound as described above and MTA will work with the lessee to establish a process to allow for such further investigation before the lessee is so bound. Such a process may include a requirement that the lessee enter into an entry permit with MTA in which, among other things, the lessee would agree to indemnify and hold the MTA harmless from liabilities that may arise from the discovery of hazardous or regulated substances in, on or under the Site by the lessee or the lessee (s) consultants.

## IV. SUBMISSION REQUIREMENTS

1. **Signed Term Sheet** (Exhibit A-1);
2. Fully completed and **signed Rent Proposal Form** (Exhibit A-2);
3. Fully completed and signed **Proposer Information Form** (Exhibit B-1). **Please note that the General Affidavit at the end of the Proposer Information Form must be signed and notarized.**
4. Fully completed and **signed NYS Finance Law Sections 139-j and 139-k ("Lobbying Law") – Disclosure Statement** (Exhibit B-3);
5. Form W-9 Request for Taxpayers Identification (Exhibit B-3);
6. Comprehensive description of proposed concept and use, including price range of merchandise;
7. Scope of work planned to improve the premises including general layout, description of floor and window display fixtures, and description of any mechanical improvements planned to accommodate proposed use;

8. Company brochure, annual report, photographs of existing retail locations, or similar material, if available.

### **Follow-Up Information**

Later in the disposition process, MTA may request that any prospective tenant provide clear and legible hard lined schematic Fixture and Merchandise Plans. If so requested:

- The *Fixture Plan* should show the set-up of each zone: storefront/display zone, sales floor and work zones depicting display fixtures, cash wrap casework and storage units with a notation of dimensions.
- The *Merchandise Plan* should clearly note the locations of products to be sold from display fixtures.

Each proposal must contain three (3) copies of all the documents requested in the "Submission Requirements" section that follows below. The proposal must be delivered, in a sealed envelope, to the MTA Real Estate Department on or before the date specified for that property in the RFP (the "Deadline"). The three (3) envelopes must be addressed as follows:

Jeff Kintzer, Principal  
Royal Properties, Inc.  
850 Bronx River Road  
Bronxville, NY 10708  
Telephone: (914) 237-3403, Ext. 103

All proposals must be received by RPI by 5:00 p.m., on February 10, 2012, and must be accompanied by a good faith deposit equal to three times the first year's proposed monthly rent.

## **V. SELECTION PROCESS**

### **A. General**

The MTA may at any time exclude Proposals that, in the sole and absolute discretion of the MTA, fail to demonstrate the necessary qualifications or fail to comply with the requirements of this RFP.

The MTA and/or ROYAL will review all Proposals for completeness and compliance with the terms and conditions of this RFP, and may, at this or any other stage of the RFP process, request from any or all of the Proposers additional material, clarification, confirmation, or modification of any submitted Proposal, including Proposals that are incomplete or nonconforming as submitted. Except at the RFP or by the consent of the MTA (which consent shall be in the sole and absolute discretion of the MTA), Proposers will not be entitled to change their Proposals once submitted.

The MTA reserves the right, at any time and in its sole and absolute discretion, to reject any or all Proposals, to withdraw the RFP without notice, to use the Proposals as a basis for negotiation with one or more Proposers and/or with parties other than those responding to this RFP and/or on terms other than those set forth herein. The MTA reserves the right to waive compliance with and/or change any of the terms of this RFP.

### **B. Evaluation and Selection Criteria**

In evaluating the Proposals, MTA will consider such criteria that, in its sole and absolute discretion, are in the best interests of the MTA. The criteria listed below are of significant concern to the MTA:

- Income to the MTA: the amount and timing of payments proposed over the term of the lease will be evaluated.
- Quality of proposed improvements
- Nature of proposed business and potential benefit to MTA Metro-North customers
- Financial capability of proposer and adequacy of business plan
- Business/personal references
- Management and operational experience of proposer
- Compatibility and consistency of proposed use with MTA Agency operations
- Overall compliance with this RFP
- Ability of Proposer and MTA to agree on the terms of a Lease.

## **VI. INTENTION**

The MTA intends to select one or more Proposer(s) for award of a lease as described in this RFP. However, as stated elsewhere in this RFP, the MTA reserves the right, without liability, to accept any and reject all the Proposals submitted in response to this RFP and to dispose of all or portions of the Site outside this solicitation process.

If for any reason the MTA decides not to proceed with the sub-lease of all or some of the site(s) or decides to dispose of all or portions of the Site outside this solicitation process, the MTA will not be liable for any costs and expenses associated with the preparation, clarification, submission, or negotiation of Proposals submitted in response to this RFP.

## **VII. GENERAL CONDITIONS**

MTA makes no representations or warranties whatsoever with respect to this RFP and the Site, including, without limitation, representations or warranties as to the accuracy of any information or assumptions contained in this RFP, or otherwise furnished to Proposers; the use or progress of development of the Site, or any portion thereof; and site and environmental conditions or the suitability of the Site for any specific uses or development. Proposers shall make their own analysis and evaluation of the income potential and profits and expense of the Site, as well as the physical condition, operation, layout, size, building systems or structural integrity, and Proposers shall not rely upon any statement or information given to Proposers by the MTA, including without limitation, any information contained in this RFP or in any other documents cited in this RFP.

In addition to those stated elsewhere, this RFP is subject to the specific conditions, terms, and limitations stated below:

The Proposer(s) will be required to comply with all applicable federal, state, and local laws and regulations.

The Proposer will accept its portion of the Site in its "As Is" condition on the date of Lease.

No Proposer will be selected if, in the determination of the MTA, any principal of the Proposer or any other member of the Proposer's team is in arrears or in default upon any debt, contract, or obligation to or with the State, City, the MTA, or any of their respective affiliates, subsidiaries, agencies, or instrumentalities.

The MTA will not pay for or refund any costs and expenses incurred by a Proposer in responding to this RFP or by the Selected Lessee following selection or designation.

All determinations as to the completeness or compliance of any Proposal, or as to the eligibility or qualification of any Proposer, will be within the sole and absolute discretion of the MTA.

Selected Proposers will be rejected by the MTA if such Proposers, or any principal, partner, officer, director or principal shareholder of the Proposer's firm is determined, in the sole discretion of the MTA, to have been convicted of or, pleaded guilty or nolo contendere to a felony or crime of moral turpitude, to be an "organized crime figure", to be under indictment or criminal investigation, or to be in arrears or in default on any debt, contract, or obligation to or with a New York State or local government entity. The Selected Lessee may be required to complete a background questionnaire to verify that it is in full compliance with these requirements.

The Proposers Information Form where indicated at the end of the form, must be signed under oath before a notary public in order for a proposal to be considered for an award. If the proposer is a corporation, it may be signed by one individual authorized to bind the corporation. If the proposer is a partnership or joint venture, it must be signed on behalf of each partner or joint venture unless one partner or joint venturer is authorized to bind the others, in which case a single Proposer Information Form may be signed by one individual authorized to bind the partnership or joint venture.

#### **VIII. BROKERS**

ROYAL has the exclusive rights to represent these Sites. Proposals shall be directed to ROYAL for review and presentation with the MTA. ROYAL may co-broke with firm not under exclusive agreement with the MTA, and ROYAL and the co-broker may arrange compensation among themselves and in accordance with MTA's agreement with Royal.

<b>Location:</b>	3 Broad Street, Port Chester, New York 10573
<b>Property Code / Unit Code:</b>	mnh06700
<b>Landlord:</b>	Metropolitan Transportation Authority (“MTA”) / MTA Metro-North (“Metro-North”).
<b>Site Description:</b>	One story station building and adjacent outdoor space.
<b>Size:</b>	Building - approximately 5,632 square feet. Adjacent Land – approximately 3600 square feet.
<b>Term:</b>	20 Years
<b>Suggested Annual Rent:</b>	\$75,000/year with three percent annual increases.
<b>Security Deposit:</b>	Upon signing of lease, three months’ rent based on the first year’s rent, to be increased every five years based on the then current rent.
<b>Personal Guarantee:</b>	Metro-North reserves the right to require a personal guarantee from the principal(s) of the Tenant corporation or Tenant limited liability company.
<b>Completion Guarantee:</b>	Tenant shall obtain a guarantor, with sufficient financial resources, in Landlord’s opinion, who will guarantee the complete performance of the Improvement Work. A payment bond or an additional guaranty shall also be provided, assuring payment to contractor and subcontractors, furnishing labor or materials, in the event of a default by Tenant. This is a requirement under the last sentence of Section 5 of Article 2 of the Lien Law. <sup>1</sup>
<b>Limited Personal Guarantee:</b>	Tenant shall obtain a guarantor, with sufficient financial resources, in Landlord’s opinion, who will, in case of Tenant’s default, guarantee payment of rent through Tenant’s surrender of premises, plus an additional six months of rent.
<b>Suggested Use:</b>	Railroad compatible retail, general office, or other commercial uses, subject to Metro-North’s approval. Offensive or unpleasant uses that negatively impact the railroad or its customers will be prohibited. Gaming and adult entertainment uses prohibited.
<b>Waiting Room &amp; Bathrooms:</b>	Metro-North will reserve for itself and its customers’ use, on a non-exclusive basis, a portion of the building, including a waiting area, bathrooms and access to platforms. (Metro-North seeks tenants with retail or commercial uses that are compatible with the continued use by passengers of the waiting area and bathrooms which to some extent may be reconfigured or relocated).

---

<sup>1</sup> § 5. Liens under contracts for public improvements

“Where no public fund has been established for the financing of a public improvement with estimated cost in excess of two hundred fifty thousand dollars, the chief financial officer of the public owner shall require the private entity for whom the public improvement is being made to post, or cause to be posted, a bond or other form of undertaking guaranteeing prompt payment of moneys due to the contractor, his or her subcontractors and to all persons furnishing labor or materials to the contractor or his or her subcontractors.

**Coffee concession:** Tenant is required to provide a morning coffee service between the hours of **6:00 a.m. – 11:00 a.m.** The party operating the coffee service will be responsible for opening the station building each morning to the public at **6:00 a.m.**

**Employee Parking:** Metro-North will provide up to ten parking spaces for Tenant's employees in the Port Chester Parking Deck Condominium which is located in proximity to the station building.

**Customer Parking:** Six parking spots directly in front of the station building will be created and designated as short term parking. Signage in the commuter lot will indicate that customer parking will be permitted in unoccupied permit spots after typical commuter hours.

**Minimum Hours:** 6 a.m. – 11 a.m. business days. The station building currently closes at 2:00 p.m. Tenant may lock doors on platform side of building after 2:00 p.m., provided that New York State Uniform Fire Prevention and Building Code egress requirements are met.

**Ticket Office:** Metro-North will reserve the existing ticket office for itself and its customers' use. Per the State Historic Preservation Office (SHPO), the existing ticket office must maintain its facade, ticket windows and cornice. Tenant may also build a new ticket office for Metro-North's ticket agent and use the existing ticket office for its own purposes. If Tenant decides to relocate the existing ticket office or build a new ticket office, Tenant must adhere to the "Metro-North Ticket Office Station Guidelines" which will be provided to Tenant upon request. All construction/relocation is subject to Landlord approval and specifications.

**Condition of Premises:** Premises will be delivered "as is." Plan review and issuance of building permit for Tenant's initial improvements will be undertaken and issued by Metro-North's code compliance department. Since the MTA and Metro-North generally comply with the New York State Uniform Fire Prevention and Building Code and are exempt from local building codes, such State code, rather than local village or town codes, will be the code of reference with respect to such Properties.

The station building is eligible for listing on the National and/or State Registers of Historic Places. Metro-North has applied for inclusion on the National Register of Historic Places of all of the Site. Any and all renovations made by Tenant will be subject to applicable law governing buildings that are listed and will be required to comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings. Said Standards and Guidelines can be found here: <http://www.nps.gov/hps/tps/standguide/>. Tax or other benefits (not administered by the MTA or Metro-North) may be available to developers who renovate the station building.

**Insurance:** The lease agreement will specify the insurance requirements and will include: Commercial general liability insurance in an amount not less than \$2,000,000, workers' compensation insurance, all-risk property insurance policy, all-risk builder's insurance.

**State Historic  
Preservation Office  
Known Issues:**

Pursuant to SHPO requirements, Tenant will:

- incorporate the existing benches into its design scheme. If this is not possible, Tenant agrees to store the benches within the building (storage in the basement or attic would be permitted).
- submit designs for all murals or wall paintings to Metro-North for review and approval.
- maintain color of the original brick-work on the exterior surface of the building.
- retain the marble mosaic and terrazzo floor. A floating floor could be installed on top of the existing floor if absolutely necessary - however this may present problems with door thresholds, etc.
- to the best of its ability, sustain the overall historical integrity of the building.

**Utilities:**

Tenant, at its sole cost and expense, shall provide for any and all needed utilities including, without limitation, any necessary utility connections and electric and/or water meters. Existing systems may be inspected and re-used to the extent possible. Tenant shall also pay for all utilities consumed.

- Electric: Tenant shall remove the current 200-amp electrical panel in the station building from the Metro-North's station service and provide a separate electrical service for the Building directly with Con Edison. There is an existing conduit running to the station building with a manhole next to the station building. The condition of the conduit and the amount of amperage that it can support is unknown. If tenant needs more amperage than existing conduit can support, Tenant will have to arrange for this at its sole cost and expense.
- Water: There is currently a one inch water line servicing the building. Tenant must assess whether the existing line is sufficient and arrange for additional water service if needed, at Tenant's sole cost and expense.
- HVAC: None. Tenant will be responsible for all HVAC installation.
- Heat: Oil boiler was replaced in 2011.
- Sewer/Sanitary Line: 4 inch.
- Gas Service: None – gas must be brought from the adjacent street.

\*\*\*Note\*\*\*: Metro-North operates pursuant to and must comply with all New York State codes with regard to required sprinkler systems, water pipe/water pressure needed to support said systems, any gas or sewage issues and maximum occupancy requirements. Tenant will be responsible for identifying what the State codes/regulations are, complying with them and providing the improvements.

**Required  
Improvements:**

At Metro-North's cost, Tenant will be required to replace the roof. Scope and specifications will be provided by Landlord.

**Assignment &  
Subletting:**

Subject to Landlord's approval.

**Landlord's Broker:**

Royal Properties, Inc. (contact info below).

**Site Tour:**

Upon request from broker.

- Liquor License:** Metro-North cannot provide any assistance to Tenant in acquiring a liquor license. Landlord will review/sign any forms required of a landlord for Tenant to obtain a liquor license.
- Environmental:** Environmental reviews have been performed to the Building, although they must be confirmed and updated. Environmental reports will be made available upon request.
- Restrooms:** The mens' restroom has been recently renovated. The womens' restroom will be renovated in the near future.
- Commencement Date:** Delivery of possession.
- Rent Commencement Date:** 120 days from approval of construction plans.
- Proposal Due Date:** **By 12:00 p.m., February 10, 2012**
- Proposals (4 hardcopies) should be submitted to:  
Jeff Kintzer, Principal  
Royal Properties, Inc.  
850 Bronx River Road  
Bronxville, NY 10708  
Telephone: (914) 237-3403, ext. 103

This Parcel Information Sheet must be signed by an officer of the prospective Tenant.

Prospective Tenant: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A-2**  
**RENT PROPOSAL**

Location Name: Port Chester Station Building

Prospective Tenant: \_\_\_\_\_

The following chart must be completed:

Year(s)	Proposed Guaranteed Minimum Rent per Annum
1	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____
5	\$ _____
6	\$ _____
7	\$ _____
8	\$ _____
9	\$ _____
10	\$ _____

**This Rent Proposal must be signed by an officer of the prospective tenant:**

Prospective Tenant: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit B – 1: Proposer Information Form**

### Proposer Information Form

The following information is provided to the Metropolitan Transportation Authority ("MTA") Real Estate Department in connection with the submittal of a proposal to lease or license space. The acceptance by MTA of this Proposer Information Form does not constitute an offer by the MTA or any affiliate or subsidiary thereof. Please attach additional sheets as necessary. **Please print or type.**

<b>MTA Property</b>	Parcel Number (if applicable)	Proposed Use
	Property Address	

<b>Proposer Information (if a sole proprietor)</b>	Name	Social Security No.	-	-
	Street			
	City	State	Zip	
	Telephone	Telephone (alternate)		

<b>Proposed Business</b>	Name of Business	
	Street	
	City	State Zip
	Telephone	Telephone (alternate)

Type of business:

- Corporation  
  Joint Venture  
  Partnership  
  Limited Liability Corporation  
  Sole Proprietor

Year Formed \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_ State of Formation \_\_\_\_\_

Name of the business's president or most senior executive \_\_\_\_\_

Name of the business's chief financial officer or treasurer \_\_\_\_\_

**Information Relating to Affiliates**

Below, list all Affiliates of the proposer and provide the requested information for each Affiliate. Add additional pages if necessary. An "Affiliate" of a proposer is any entity that

- (a) directly or indirectly or owns more than a 30% equity interest in such proposer, or
- (b) otherwise directly controls proposer, or
- (c) is controlled by, or has more than a 30% equity interest which is owned by or for the benefit of either
  - (i) such proposer, or
  - (ii) any person (or any member of the immediate family (i.e., spouse, father, mother, brother, sister, children, and stepchildren) of any person) or entity that controls, or owns more than a 30% equity interest in, such proposer.

1	Name	% of Ownership
	Street	
	City	State Zip
	Telephone	Telephone (alternate)

### Proposer Information Form

**Information  
Relating to  
Affiliates  
(cont'd.)**

2 Name \_\_\_\_\_ % of Ownership \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Telephone (alternate) \_\_\_\_\_

3 Name \_\_\_\_\_ % of Ownership \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If, applicable, list below the name(s) of Principal(s) who will provide any guaranty or guaranties to the proposed lease or license

1 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Telephone (alternate) \_\_\_\_\_

2 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Telephone (alternate) \_\_\_\_\_

3 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Telephone (alternate) \_\_\_\_\_

Has the proposer or any of its principals done business under any other name within the past three years?  Yes  No

Is the proposer owned or controlled by any other organization or business entity?  Yes  No

Does the proposer own more than 30% of any other organization or business entity?  Yes  No

If yes was checked for any of the above, provide the following information for each organization, corporation, or business:

1 Name of Business \_\_\_\_\_  
 Federal Tax ID No. \_\_\_\_\_ Owner/Manager Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Telephone (alternate) \_\_\_\_\_

### Proposer Information Form

**Information  
Relating to  
Affiliates  
(cont'd.)**

2 Name of Business \_\_\_\_\_

Federal Tax No. \_\_\_\_\_ Owner/Manager Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Telephone (alternate) \_\_\_\_\_

3 Name of Business \_\_\_\_\_

Federal Tax No. \_\_\_\_\_ Owner/Manager Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

List gross receipts of each business for the past three years. Attach copies of Federal Income Tax returns.

1	Name of Business _____	Gross Receipts \$ _____	Year _____
		Gross Receipts \$ _____	Year _____
		Gross Receipts \$ _____	Year _____
2	Name of Business _____	Gross Receipts \$ _____	Year _____
		Gross Receipts \$ _____	Year _____
		Gross Receipts \$ _____	Year _____
3	Name of Business _____	Gross Receipts \$ _____	Year _____
		Gross Receipts \$ _____	Year _____
		Gross Receipts \$ _____	Year _____

**Other Leases  
or Licenses  
with MTA and  
its Subsidiaries  
and Affiliates**

List all leases or licenses during the last 5 years between the MTA (and its subsidiaries and affiliates) and the proposer and any Affiliate of the proposer.

1 Name of lessee or licensee \_\_\_\_\_

Location \_\_\_\_\_

\_\_\_\_\_

MTA Agency \_\_\_\_\_

2 Name of lessee or licensee \_\_\_\_\_

Location \_\_\_\_\_

\_\_\_\_\_

MTA Agency \_\_\_\_\_

### Proposer Information Form

**Other Leases or Licenses with MTA and its Subsidiaries and Affiliates (cont'd.)**

3 Name of lessee or licensee \_\_\_\_\_

Location \_\_\_\_\_

MTA Agency \_\_\_\_\_

Describe any lessee or licensee defaults under such lease(s) or license(s).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Business History and Experience**

List all relevant business experience

1	Name of Company _____	From _____	To _____
	Type of Business _____	Your Title _____	
	Street _____		
	City _____	State _____	Zip _____
2	Name of Company _____	From _____	To _____
	Type of Business _____	Your Title _____	
	Street _____		
	City _____	State _____	Zip _____
3	Name of Company _____	From _____	To _____
	Type of Business _____	Your Title _____	
	Street _____		
	City _____	State _____	Zip _____

**Business References**

Provide at least three references from companies with which the proposer, or one or more of its Principals, does business (include at least one vendor).

1	Name of Company _____	From _____	To _____
	Street _____		
	City _____	State _____	Zip _____
	Contact _____	Title _____	Telephone _____

### Proposer Information Form

**Business  
References  
(cont'd.)**

2	Name of Company	From	To
	Street		
	City	State	Zip
	Contact	Title	Telephone
3	Name of Company	From	To
	Street		
	City	State	Zip
	Contact	Title	Telephone

**Bank  
References**

Provide at least one reference from a bank with which the proposer (or a Principal) has an account and regularly does business. List all other bank account information that represents the means of financial support for the proposed business.

1	Bank Name	Branch Number or Location	
	Street		
	City	State	Zip
	Name of Bank Officer	Title	
	Telephone No.	Account No.	
	Name on Account		
2	Bank Name	Branch or Location	
	Street		
	City	State	Zip
	Name of Bank Officer	Title	
	Telephone No.	Account No.	
	Name on Account		
3	Bank Name	Branch or Location	
	Street		
	City	State	Zip
	Name of Bank Officer	Title	
	Telephone No.	Account No.	
	Name on Account		

### Proposer Information Form

**Bank References**  
(cont'd.)

Provide at least one bank reference for each guarantor identified on page 2 of this Proposer Information Statement.

1	Bank Name	Branch or Location
	Street	
	City	State                      Zip
	Name of Bank Officer	Title
	Telephone No.	Account No.
	Name on Account	
2	Bank Name	Branch or Location
	Street	
	City	State                      Zip
	Name of Bank Officer	Title
	Telephone No.	Account No.
	Name on Account	
3	Bank Name	Branch or Location
	Street	
	City	State                      Zip
	Name of Bank Officer	Title
	Telephone No.	Account No.
	Name on Account	

**Available Financing**

Provide information about lines of credit, or other sources of financing, available to undertake required improvements and fulfill annual rental obligations.

1	Name of Source
	Street
	City                                      State                      Zip
	Available Amount of Financing \$                      Interest Rate
	Telephone No.                      Account No.
	Letter Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No

### Proposer Information Form

**Available Financing**  
(cont'd.)

2 Name of Source \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Available Amount of Financing \$ \_\_\_\_\_ Interest Rate \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ Account No. \_\_\_\_\_  
 Letter Attached?  Yes  No

3 Name of Source \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Available Amount of Financing \$ \_\_\_\_\_ Interest Rate \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ Account No. \_\_\_\_\_  
 Letter Attached?  Yes  No

**Items to be Sold**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Proposed Staffing**

Indicate proposed staffing during business hours. Provide an entry for each change in the number of personnel during these hours.

Day(s)	Hour(s)	No. Personnel	Manager at Location:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____			
Day(s)	Hour(s)	No. Personnel	Manager at Location:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____			
Day(s)	Hour(s)	No. Personnel	Manager at Location:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____			
Day(s)	Hour(s)	No. Personnel	Manager at Location:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____			

**Proposer Information Form**


---

**Projected  
Startup Costs**

1 – Architectural Fees	\$	_____
2 – Construction Costs	\$	_____
3 – Trade Fixtures	\$	_____
4 – <b>TOTAL IMPROVEMENTS</b>	\$	_____ add lines 1 to 3

The amount of total improvements on line 4, above, should be entered in section C of the General Affidavit on page 12.

5 – Legal Costs	\$	_____
6 – Incorporation Fees	\$	_____
7 – Licensing Fees	\$	_____
8 – Franchise Fees	\$	_____
9 – Consulting Fees	\$	_____
10 – Merchandise Inventory	\$	_____
11 – Rent During Construction	\$	_____
12 – Miscellaneous	\$	_____
13 – <b>TOTAL STARTUP COSTS</b>	\$	_____ add lines 4 to 12

### Proposer Information Form

**Financial Statements:** Provide financial statements (audited, if available) for prospective tenant and each guarantor for the past two full fiscal years. If financial statement are not otherwise available, please provide the following information.

**Assets**

**Funds**

1 – Cash	\$	_____	
2 – Checking	\$	_____	
3 – Savings	\$	_____	
4 – Other	\$	_____	
5 – Subtotal–Funds	\$	_____	add lines 1 to 4

**Receivables**

6 – Trade or Business	\$	_____	
7 – Other	\$	_____	
8 – Subtotal–Receivables	\$	_____	add lines 6 and 7

**Securities**

9 – Stocks	\$	_____	
10 – Bonds	\$	_____	
11 – Other (Pensions, Annuities)	\$	_____	
12 – Subtotal–Securities	\$	_____	add lines 9 to 11

**Fixed Assets**

13 – Equipment	\$	_____	
14 – Other	\$	_____	
15 – Subtotal–Fixed Assets	\$	_____	add lines 13 and 14

**Other Assets**

16 – Trade, Auto	\$	_____	
17 – Life Insurance	\$	_____	
18 – Subtotal–Other Assets	\$	_____	add line 16 and 17
19 – Inventory	\$	_____	
20 – Miscellaneous	\$	_____	
21 – Land and Buildings	\$	_____	
22 – <b>GRAND TOTAL ASSETS</b>	\$	_____	add lines 5,8,12,15, 18-21

**Liabilities**

23 – Payables	\$	_____	
24 – Notes Payable	\$	_____	
25 – Mortgages	\$	_____	
26 – Deferred	\$	_____	
27 – Miscellaneous	\$	_____	
28 – <b>GRAND TOTAL LIABILITIES</b>	\$	_____	add lines 23-27
29 – <b>CAPITAL/NET WORTH</b>	\$	_____	line 22 minus line 28

If the proposer is in the process of being organized and does not yet have assets or liabilities, check here and complete the financial statement on the basis of the Principal(s) personal assets and liabilities that will provide a guaranty. Clearly indicate all sources of capitalization

### Proposer Information Form

**Income:  
One-year  
Projection**

**Proposed First Year Business Plan:** Provide projected income and expenses for the first year of the lease or license term.

1 – Estimated Sales/Revenue	\$		
<hr/>			
2 – Cost of Goods Sold	\$		
<hr/>			
3 – <b>GROSS PROFIT</b>	\$		subtract line 2 from line 1
<hr/>			

**Expenses:  
One-year  
Projection**

4 – Wages, Salaries	\$		
<hr/>			
5 – Rent	\$		
<hr/>			
6 – Telephone	\$		
<hr/>			
7 – Gas	\$		
<hr/>			
8 – Electricity	\$		
<hr/>			
9 – Interest on Loan	\$		
<hr/>			
10 – Advertising	\$		
<hr/>			
11 – Postage	\$		
<hr/>			
12 – Travel	\$		
<hr/>			
13 – Vehicle Expense	\$		
<hr/>			
14 – Payroll Taxes	\$		
<hr/>			
15 – Other Taxes	\$		
<hr/>			
16 – Supplies	\$		
<hr/>			
17 – Legal Fees	\$		
<hr/>			
18 – Accounting Fees	\$		
<hr/>			
19 – Insurance	\$		
<hr/>			
20 – Repairs	\$		
<hr/>			
21 – Equipment Rental	\$		
<hr/>			
22 – Depreciation	\$		
<hr/>			
23 – Other	\$		
<hr/>			
24 – <b>TOTAL EXPENSES</b>	\$		add lines 4 through 23
<hr/>			
25 – <b>ESTIMATED PROFIT (LOSS)</b>	\$		subtract line 24 from line 3
<hr/>			

### Proposer Information Form

**Projected Sales for Lease or License Term**

Provide projected sales for the lease or license term **after** the first year (include only those years during the proposed lease or license term).

Year 2	\$	
Year 3	\$	
Year 4	\$	
Year 5	\$	
Year 6	\$	
Year 7	\$	
Year 8	\$	
Year 9	\$	
Year 10	\$	

**Responsibility Related Questions**

- Has the proposer or any Affiliate thereof ever been barred from bidding on contracts, or declared not responsible by any city, town, village, county, state, or federal public entity?  Yes  No
- Are any outstanding liens pending against the proposer or any Affiliate thereof?  Yes  No
- Are any judgments outstanding against the proposer or any Affiliate thereof?  Yes  No
- Is any suit or other legal action pending against the proposer or any Affiliate thereof?  Yes  No
- Has the proposer or any Affiliate thereof been adjudged bankrupt, voluntarily or involuntarily, under any provision of the Bankruptcy Law, executed an assignment for the benefit of creditors, or abandoned a business without satisfying its outstanding debts?  Yes  No
- Has the proposer or any Affiliate thereof ever been convicted of a felony?  Yes  No

If yes to any of the above, please provide all details below.

---



---



---



---



---



---

## Proposer Information Form

---

### General Affidavit

### Representations, Warranties, Covenants, and Consent to a Credit Review

By executing this Proposer Information Form, the undersigned represents and warrants the following.

- A. The undersigned has received and read the entire Request for Proposals, has acquainted itself/himself/herself with all matters therein referred to in connection with this proposal, will accept the premises “as-is” and will secure any necessary permits and licenses pertaining to the operation of, or the making of any improvements to, the site. The undersigned acknowledges that the MTA makes no representation or warranties as to the information supplied herein or the type of use or development permitted at each location.
- B. The undersigned acknowledges that improvements and other work (1) may not be carried out without the prior approval of the MTA, (2) will become the property of the MTA, and (3) must conform to appropriate health, safety, fire, and building codes, as required.
- C. Neither the undersigned nor any Affiliate of the undersigned is in arrears in the payment of amounts due to the MTA or any of its affiliated agencies or the State of New York or the City of New York or any instrumentality thereof.
- D. The undersigned is of lawful age.
- E. No person, firm, or corporation other than herein above named has any interest in this proposed lease or license agreement.
- F. By executing this Proposer Information Form, the undersigned represents and warrants that:
  - (i) The compensation and other terms of this proposal have been arrived at independently without any agreement, collusion, consultation, or communications intended to restrict competition.
  - (ii) Unless otherwise required by law, the compensation and other terms quoted in this proposal have not been knowingly disclosed by the undersigned or any other individual and, before the proposal is opened, shall not knowingly be directly or indirectly disclosed by the prospective tenant or licensee or any other individual or by or on behalf of the proposer to any other proposer or to any competitor; and
  - (iii) No attempt has been made or will be made by the undersigned or by any other individual or by or on behalf of the prospective tenant or licensee to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal, for the purpose of restricting competition.
- G. The undersigned represents and warrants that no elected representative or other officer or employee or person whose salary is payable in whole or in part from the Federal Government or State or City of New York, and no member officer or employee of the Metropolitan Transportation Authority or any affiliate or subsidiary thereof is directly or indirectly interested in this proposal or in the proposed lease or license agreement to which it relates or will have an interest in any of the profits thereof.
- H. The undersigned declares under the penalties of perjury provided for by Article 210 of the New York Penal Law that the undersigned has read fully and understands all of the terms and conditions of this Request for Proposals and all of the foregoing questions in the Proposer Information Form and the Rent Proposal Form or Proposed Compensation Form. The answers and statements herein including, without limitation, the Proposer Information Statement and the Credit Authorization, are to the best of the undersigned's knowledge and belief true, correct, and complete. The undersigned agrees that in the event that circumstances reflected by the answers herein change, the undersigned will promptly notify the Real Estate Department of the Metropolitan Transportation Authority in writing by certified mail. The undersigned also understands that a misstatement, omission, or failure to update information may be cause for the Metropolitan Transportation Authority not to award to the proposer, or its current principals, the proposed lease or license, and may have the effect of precluding persons or entities from doing business with the Metropolitan Transportation Authority or its affiliates or subsidiaries in the future.

## Proposer Information Form

---

By executing this Proposer Information Form, the undersigned authorizes the Metropolitan Transportation Authority or its designated agent or contractor to conduct a credit and reference investigation of the proposer and its Affiliates. This authorization includes commercial and financial institutions, credit reporting agencies and present and former customers, including without limitation the entities described in this Proposer Information Statement.

**This Proposer Information Form must be signed below.**

Proposer \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public's Signature \_\_\_\_\_

Notary Seal

## **Exhibit B-2: Form W-9**

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Exhibit B-3: New York State Finance Law Sections 139-j and  
139-k (“Lobbying Law”) – Disclosure Statement**

**New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement**

**General Information**

All procurements (which are defined to include essentially all real estate transactions) by the MTA 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 MTA intended to influence a procurement) during a procurement must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations and RFP conference participation. 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 MTA officer and investigated accordingly. The 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 MTA 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 MTA Executive Director and OGS.

Moreover, the statutes require the MTA to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which to comply, together with additional information and instructions.

**Instructions**

New York State Finance Law §139-k(2) obligates the MTA to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to New York State Finance Law §163(9). In accordance with New York State Finance Law §139-k, an offerer 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 New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law §139-k(3) mandates consideration of whether an offerer 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 offerer 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.

**Disclosure of Prior Non-responsibility Determinations**

**Name of Bidder/Proposer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Name and Title of Person Submitting this Form:** \_\_\_\_\_

Has any governmental entity<sup>1</sup> made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years?  Yes  No

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

<sup>1</sup> 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 whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

**New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement**

---

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?  Yes  No

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?  Yes  No

---

**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 New York State Finance Law Sections 139-j and 139-k.
- b) Certifies that all information provided to the MTA with respect to New York State Finance Law §139-j and §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Person Certifying)

Print Name and Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

\_\_\_\_\_  
Address of Bidder/Proposer or Contractor/Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

**MTA's Right to Terminate**

**The MTA reserves the right to terminate a Contract (including any lease, license, entry permit, or sale documents) in the event it is found that the certification filed by the Bidder/Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the MTA may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.**

## Exhibit C – Photographs



## Exhibit D – Building Information

### Available Space:

5,632 SF (Plus 3,600 SF of Outdoor Area)

### Neighboring Retailers:

Costco, Bed Bath & Beyond, Super Stop & Shop and Marshall's

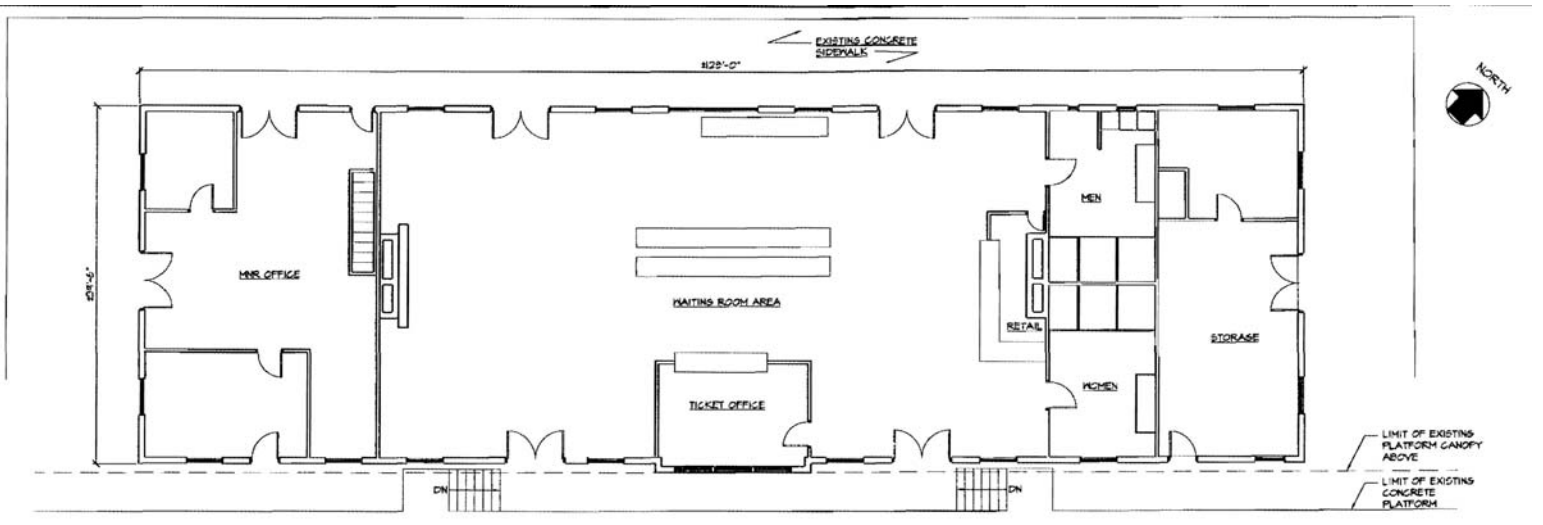
### Inbound Station Boardings:

1,200 Customers Weekday AM Peak

1,133 Customers Weekday Off-Peak

### Additional Information:

- Easily accessible to I-95, I-287 and Route 1
- Highly visible downtown location at Train Station
- Recent \$1 Million Renovation
- Parking Can be Made Available





3 Broad Street  
Port Chester, NY



© 2010 Google

© 2010 Google