

**REQUEST FOR PROPOSALS**

**MTA/METRO-NORTH RAILROAD**  
**CAR SHARING/CAR RENTAL PROGRAM**  
**FOR IMPROVED STATION ACCESS**

## Request for Proposals

### MTA/METRO-NORTH RAILROAD CAR SHARING/ CAR RENTAL PROGRAM FOR IMPROVED STATION ACCESS

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Thank you for your interest in this opportunity to provide car rental and/or car sharing services to MTA/Metro-North customers.

Attached is the entire Request for Proposals ("RFP") package, also available on the internet at:

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

**DEADLINE:** Proposals must be received by 5:00 p.m. on Friday, June 6, 2014. Proposals submitted after such deadline will, at the MTA's sole discretion, only be considered if the MTA determines that such consideration is in the public interest. Each proposal must include the items listed in Section X of this document, "Submission Requirements". Proposals not including all requested items may be rejected.

#### **I. INTRODUCTION**

The Metropolitan Transportation Authority ("MTA") and Metro-North Railroad ("Metro-North") are seeking proposals from qualified firms (the "Proposer(s)") to provide a car sharing and/or rental car services program at stations throughout the Metro-North service area.

MTA/Metro-North Railroad is pursuing and seeking to improve and expand upon its current initiative to provide convenient and reliable transportation to its customers through shared and/or rental vehicle service(s) in order to establish a convenient integrated mobility system emanating from its train stations. Such a system, currently provided by Enterprise Rent-a-Car, increases station access to local communities and visitors above and beyond the existing fixed route system. Some of the key program goals for Metro-North are: (1) to ensure Metro-North is the primary mode of choice for travel in the service territory; (2) to facilitate a continuous uninterrupted ride to Metro-North customers from their trip origins to destinations beyond

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the railroad station; (3) to encourage use of environmentally-friendly vehicles such as gas-electric hybrid vehicles (not a requirement, however); (4) to generate revenue/benefits to Metro-North; and (5) to promote off-peak ridership/leisure travel through cross marketing and developing travel packages connecting rail and car rental options within the Metro-North service area and beyond.

The purpose of this Request for Proposals (RFP) is to solicit proposals based upon which MTA/Metro-North will determine the most advantageous program for itself and its customers.

Successful Proposer(s) will be granted a License which will cover all operations.

### **II. BACKGROUND INFORMATION**

MTA/Metro-North is the largest commuter railroad in the United States, providing more than 275,000 customer trips each weekday and some 83 million trips per year. A subsidiary of the MTA, Metro-North was founded in 1983 when the MTA assumed control of Conrail commuter operations in New York and Connecticut. Metro-North traces its antecedents back to New York & Harlem Railroad, which began in 1832 as a horse-car line in lower Manhattan. It currently has a fleet of more than 800 cars and engines, 339 route miles, and 738 miles of track. Metro-North Railroad operates commuter rail services on three commuter lines which run north from Grand Central Terminal (Hudson, Harlem and New Haven Lines), and two west-of Hudson commuter lines (Pascack Valley and Port Jervis Lines). It also operates directly or through a third party contractor, numerous commuter parking lots, which are owned or leased by the MTA.

### **III. PROJECT DESCRIPTION**

The car sharing and/or rental car services program (the "Project") is aimed at demonstrating how car sharing and/or rental car services can strengthen the accessibility and attractiveness of Metro-North as the choice for primary public transit. Metro-North believes the provision of car sharing and/or rental car services has continued strong potential for success if car sharing and/or rental car services continue to be provided as an extension of the transit system.

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In addition to the current rental car service, Metro-North is seeking a Proposer or Proposers to initiate a new car sharing program at Metro-North train stations. The Proposer shall operate a subscription-based and/or traditional car rental service that provides automobiles for short-term rental, for use on an as-needed basis by commuters, business users, local residents and others. Vehicles will be positioned at (1) Metro-North train stations; (2) permanent parking locations nearby as approved by Metro-North; or (3) available for delivery to stations in conjunction with a car rental kiosk/phone based at the station.

Metro-North customers shall be able to reserve vehicles on an as-needed basis via the internet or by a telephone reservation line. Members can then pick up the vehicle at the designated station locations, use them and return the vehicle to the original location. The Proposer shall provide the vehicles and infrastructure required to operate the project and demonstrate its financial capability to sustain and market a long-term car sharing/car rental program.

### **IV. LICENSE AGREEMENT TERM**

Five (5) years base term with one, five (5) year option.

### **V. PROPOSAL REQUIREMENTS**

The Proposer shall organize, operate and maintain the car sharing/car rental system and provide the entire infrastructure for the Project, including environmentally friendly vehicles (preferred, but not required), administrative and support staff, equipment (including all of the necessary software and hardware) marketing and pricing programs which collectively are required to run the Project. Once selected, Metro-North and the Proposer will work together to develop an effective structure and on-site locations for managing the service to best achieve the Project goals. The proposal shall include the following:

- A.** A fully completed **Proposer Information Form**. Please take the time to read the instructions carefully and ensure that all questions are answered completely. Also, note that the last page must be notarized. MTA requires a full description of the Proposer responding to the RFP including

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name, address, company profile and history, financial statements and other data

- B. Executive Summary of Proposal.** An Executive Summary containing all the pertinent highlights of the operational proposal including any special factors or features of the proposal and any recommendations.
- C. Business Plan.** The Business Plan shall be comprised of the following elements:
- 1).** Proposed stations to locate the car sharing/car rental services, the type of vehicles, including mileage date, emissions data and how the program will be administered at each station. **Note: Metro-North reserves the right to allow other car rental/car sharing companies to undertake business at stations not served by the selected proposer.**
  - 2).** Vehicle maintenance and logistics program.
  - 3).** Customer service plan – description of technologies for customer access, back office support and reservation system
  - 4).** Timeline for implementation/ramp up
  - 5).** Customer Pricing Plan (including any customer loyalty programs).
  - 6).** Marketing Plan that is funded by the Proposer and parallels each year's services throughout the term of the contract. At its discretion, Metro-North may provide limited logistical assistance. Fees may be charged for this service.

Proposer should provide an outline of marketing assets that would be offered to support the partnership/service, strategies and possible tactics for advertising and promotion.

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### **D. Organizational Structure and Project Team.**

- 1).** Describe how the project team will be organized and long-term operations team structure.
- 2).** Provide a listing of key team members; Project Manager, operations staff and key support staff and their responsibilities and roles in carrying out the project.
- 3).** Provide a resume for all key personnel.

### **E. Financial Aspects/Revenue Sharing.**

- 1).** Projected Startup Costs details, including any architectural fees, construction costs, fixtures, and other costs.
- 2).** Customer Fee structure – Basis for proposed fee.
- 3).** Metro-North owns and/or has rights to the stations listed below. All parking is already leased out and subject to agreement terms. Proposer should determine which stations (if not all), they would like to utilize in the car sharing/car rental program along with revenue projections for each station.

#### ***Harlem Line***

<u>Station Name</u>	<u>Service Location</u>
Woodlawn	Bronx County
Scarsdale	Westchester County
N. White Plains	Westchester County
Mt.Kisco	Westchester County
Goldens Bridge	Westchester County
Purdy's	Westchester County
Brewster	Putnam County
Southeast	Putnam County
Patterson	Putnam County
Pawling	Dutchess County

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Harlem Valley Wingdale	Dutchess County
Dover Plains	Dutchess County
Tenmile River	Dutchess County
Wassaic	Dutchess

### ***Hudson Line***

<u>Station Name</u>	<u>Service Location</u>
Riverdale	Bronx County
Hastings-on-Hudson	Westchester County
Dobbs Ferry	Westchester County
Irvington	Westchester County
Tarrytown	Westchester County
Ossining	Westchester County
Cortlandt	Westchester County
Peekskill	Westchester County
Garrison	Putnam County
Cold Spring	Putnam County
Beacon	Dutchess County
New Hamburg	Dutchess County
Poughkeepsie	Dutchess County

### ***New Haven Line***

<u>Station Name</u>	<u>Service Location</u>
Mt. Vernon East	Westchester County
Pelham	Westchester County
Larchmont	Westchester County
Mamaroneck	Westchester County
Harrison	Westchester County
Rye	Westchester County
Port Chester	Westchester County

### ***Pascack Valley Line***

<u>Station Name</u>	<u>Service Location</u>
Pearl River	Rockland County
Nanuet	Rockland County

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Spring Valley

Rockland County

### ***Port Jervis Line***

<u>Station Name</u>	<u>Service Location</u>
Harriman	Orange County
Salisbury Mills Cornwall	Orange County
Campbell Hall	Orange County
Middletown	Orange County
Otisville	Orange County
Port Jervis	Orange County

Metro-North reserves the right to add or delete any locations or otherwise amend this list at any time.

**4).** Proposed guaranteed base compensation and share of fixed incremental revenue (above threshold/targets) with Metro-North for the Term of the license agreement. Annual increases to the base compensation for each year of the License Term and the extension should also be included here. The suggested average annual rate of increase is 3%.

**5).** Proposer must pay for use of any Metro-North owned parking spaces and use of space in station buildings, if available.

**6).** Other in-kind benefits that would benefit customers and/or accrue to Metro-North.

The requirements of this Section E must be **signed** by an officer of the prospective Licensee when submitted.

## **VI. GENERAL REQUIREMENTS OF LICENSE**

For purposes of preparing its submission the Proposer should take into consideration the following requirements which will form part of the contract:



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- A.** The Proposer shall procure all necessary equipment including Project vehicles for the duration of the contract term.
- B.** The use of environmentally friendly vehicles such as gas-electric hybrid models is strongly recommended as all or part of the proposed fleet.
- C.** All vehicles shall have automatic transmissions, comply with the highest safety standards and come equipped with power steering, power brakes, operable safety belts, and both driver and passenger-side air bags.
- D.** The vehicles will be equipped with standard interior. At a minimum, the vehicles shall include AM/FM radio, CD player, heating and air conditioning.
- E.** The Proposer must provide substitute vehicles whenever a vehicle becomes unavailable due to an accident, a breakdown, or other emergency occurrence.
- F.** The Proposer shall be fully responsible for the safe and efficient maintenance of all vehicles and equipment. Vehicles shall remain in excellent operating condition, and Proposer shall arrange to have vehicle interiors and exteriors cleaned on a regular basis. Maintenance includes, but is not limited to, all labor, major/minor vehicle components, parts, fluids, and lubricants required for vehicle upkeep as recommended per each vehicle manufacturer's specifications.
- G.** All vehicles should be outfitted with roadside emergency kits that include a first aid kit, a flashlight, a tire iron, a vehicle jack, jumper cables, and a tire gauge.
- H.** MTA and Metro-North shall have no risk and be held harmless for said operation or any related accident or injury, or in the event the Authority requires relocation of all/part of program installation, must be done at successful

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Proposers expense. Proposer shall provide evidence of adequate insurances required by Metro-North.

### **VII. DATA COLLECTION AND REPORTING REQUIREMENTS**

The Proposer shall provide quarterly program performance reports to Metro-North. Quarterly reports must be delivered no less than twenty (20) days after the quarters end. All reports shall be prepared and submitted to Metro-North in a format and manner approved by Metro-North.

Quarterly reports shall include the following:

#### **Vehicle Usage Assessment**

- 1). Number, type and location of new vehicles procured and placed.
- 2). Number of trips made per vehicle location.
- 3). Average hourly usage and average miles per vehicle.
- 4). Average trips and hourly usage per vehicle location per day.
- 5). Number of miles on each vehicle.

#### **Data on Travel Behavior (to be gathered every six months)**

- 1). Summary statistics on types of trips made and destinations.
- 2). Summary and analysis of number and percentage of members reserving vehicles per month for the reporting year.

#### **Overall Project Assessment**

- 1). Number of Project vehicles placed into service.

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- 2).** Number of individual or household (residential) car sharing subscription members.
- 3).** Number of business-sponsored (commercial) car sharing subscription members.
- 4).** Customer satisfaction surveys (draft survey form to be submitted to MTA for prior approval and then circulated among customers twice annually).

### **Financials**

- 1).** Gross revenue by station.
- 2).** Compensation to Metro-North.
- 3).** In-kind or monetary accruals to Metro-North.

### **Marketing Plans**

- 1).** Actions taken to market project, by quarter, against longer term marketing program.

## **VIII. PROPOSER SELECTION PROCESS/CRITERIA**

The following considerations will be taken into account when evaluating each proposal:

- A.** Proposer's demonstrated experience in successfully providing car sharing/car rental services reasonably comparable to those requested in this RFP (i.e. vehicle infrastructure investment, customer services, staffing, operating expenses, etc.).
- B.** Proposer's financial and management qualifications to perform the work required by the RFP as presented in the proposal and determined by any other investigations conducted by MTA/Metro-North.

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- C.** Creativity and innovative concepts and ideas for service provision, including the employment of state-of-the-art technology and practices that support Rail as the primary mode, with the car service supplementing access to/from Metro-North Stations.
- D.** The financial value (compensation and incentives) and extent of identified benefits to accrue to the MTA/Metro-North.
- E.** Proposers qualifications, background and experience in providing car sharing/car rental services in a public transit environment.
- F.** Provide scope and samples of previous and/or current regional marketing efforts and partnerships.

### **IX. ADDITIONAL RFP COMPONENTS**

In addition to this document, the RFP package includes the following components:

1. *Request for Proposals—Rules and Regulations.* This section contains regulations, information and instructions that relate to the submission of proposals. Please take the time to read this section carefully and refer to it as you fill out the Proposer Information Form.
2. *U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.*
3. *New York State Finance Law Sections 139-j and 139-k (“Lobbying Law”) Disclosure Statement.*
4. *Iran Divestment Act Certification.*

### **X. SUBMISSION REQUIREMENTS**

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Please provide the following information with your submission (all forms are available for download from the MTA's website listed above):

- This RFP document must be fully completed and **signed** below
- Fully completed and **signed** *Proposer Information Form*. **Notarize** the last page of where indicated.
- Fully completed and **signed** *U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification*.
- Fully completed and **signed** *NYS Finance Law Sections 139-j and 139-k Certification*.
- Fully completed and **signed** *Iran Divestment Act Certification*.
- *Proposal Deposit* in the amount of three months' of **Year 5** compensation, (i.e., three times the amount proposed for Year 5). Proposals submitted with multiple checks drawn on different accounts may be rejected. You should enclose money orders or checks drawn on a single account.
- Please list material objections, if any, to the **Form of License** in a cover letter or on a separate sheet of paper. If you do not list any objections, MTA will proceed on the basis that you have no objections to the *Form of License* and will reserve the right to award the license to another bidder, should you later raise such objections.

Four hard copies of submissions should be delivered in sealed envelopes by the date listed above to:

Ms. Odette Berg  
Executive Secretary  
Metropolitan Transportation Authority  
347 Madison Avenue, 8th Floor  
New York, NY 10017

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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.

**PLEASE NOTE:** The MTA reserves the following rights:

1. At any time, to modify or waive requirements of this RFP.
2. **To allow other car rental/car sharing companies to undertake business at stations not served by the selected proposer.**

Please be aware that there are rules regarding permissible contact (oral, written, and electronic communications) with the MTA during a public procurement process. Effective January 1, 2006, New York State Lobbying Law requires that all contact with the MTA relating to this RFP must be made through the following persons/designated Points of Contact. Contact with anyone else at the MTA regarding this RFP may result in ineligibility to participate in the RFP.

The designated Points of Contact are:

Odette Berg  
Tel. (212) 878-1043  
Email: oforesti@mtahq.org  
(for general inquiries regarding the administrative aspects of the RFP only)

Paul Fitzpatrick  
Tel. (212) 878-4654  
Email: pfitzpat@mtahq.org  
(for questions regarding the specific content of the RFP or RFP procedures and rules)

Sincerely,

Paul Fitzpatrick  
Senior Real Estate Manager  
MTA Real Estate Department

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This RFP document must be signed by an officer of the prospective Licensee:

Prospective Licensee: \_\_\_\_\_

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

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

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

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

## **Request for Proposals—Rules and Regulations**

**The Metropolitan Transportation Authority (“MTA”) is now accepting proposals for each of the properties described in this Request for Proposals.**

### Introduction

The MTA Real Estate Department manages income-producing property of MTA New York City Transit, MTA Long Island Rail Road, MTA Long Island Bus, MTA Metro-North Railroad, MTA Bridges and Tunnels, and MTA Staten Island Railway (hereinafter referred to as “affiliates” or “subsidiaries”).

The MTA offers property for lease, license, or sale through a public solicitation known as a “Request for Proposals” (“RFP”). The MTA’s objective in issuing an RFP is to publicly offer and promote specific properties or concessions. The goal of the RFP process is to attract strong and viable proposals. The properties, offered from time to time by the MTA, are extremely varied and include vacant land, newsstands, parking lots, restaurants, and retail stores.

The MTA’s selection criteria include the financial strength, management expertise, business plan, and track record of the proposer, as well as the rent, compensation or purchase price offered and the improvements proposed for the property, if improvements are required. The RFP, therefore, requires the completion of an extensive proposal.

The Proposer Information Form must be filled out completely. An incomplete Proposer Information Form may be returned and may disqualify a proposal.

### Multiple Properties

These Rules and Regulations are part of the complete RFP package that contains descriptions of one or more properties. Please note that the RFP constitutes a separate and distinct request for proposals for each location or property described within the RFP. Therefore, a separate and complete proposal must be assembled for each parcel desired

### Due Date

Each proposal must contain three copies of all the documents requested in the “Submission Requirements” section that follows below, and any additional items noted in the cover letter to this RFP (the “RFP Cover Letter”). 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 Cover Letter (the “Deadline”), addressed as indicated in the RFP Cover Letter.

### Submission Requirements

Properties may be offered in the RFP singly or as a group. A separate agreement shall be concluded for each offering whether the offering is an individual property or a group of properties. A proposer who wishes to submit a proposal for more than one property may do so provided

1. A separate proposal is submitted for each offering; and



2. The proposer does not condition a proposal for any one offering upon the award of another offering. A proposal that specifies such a condition may be rejected.

At a minimum, proposals must include the following for each property, unless otherwise specified in the RFP Cover Letter:

- A completed and signed Parcel Information Sheet for each site, lease, or location for which a proposal is being submitted.
- A completed and signed Proposer Information Form
- A completed and signed New York State Finance Law § 139-j and §139-k (“Lobbying Law”) Disclosure Statement
- A completed and signed Rent, Compensation, or Purchase Price Proposal Form
- A completed “IRS Form W-9, Request for Taxpayer Identification Number and Certification”
- If required, a proposal deposit as described below (see “Proposal Deposit”)
- Other requirements that may be specified in the RFP

No lease, license, or contract of sale shall be deemed granted or entered into and no rights whatsoever shall accrue to the 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 properties are 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.)

Proposal Deposit

If required, a proposal deposit in the form of a check payable to the Metropolitan Transportation Authority in an amount equal to three months of the fifth year’s proposed compensation (for leases or licenses) or other amount indicated in the RFP for properties offered for sale. The check will be deposited in an interest-bearing account.

Proposal deposits will be returned to unsuccessful proposers (with interest) within 120 days after the Deadline.

If the proposer selected for an award fails to execute a lease, license agreement or contract of sale on the basis of the terms submitted in the proposal, the amount of the deposit made by such proposer, together with any interest thereon, may be retained by MTA as liquidated damages. The proposal deposit of the proposer to which the lease or license is awarded will be applied toward the security deposit under the applicable agreement. It is understood, however, that additional security may be required.

Withdrawal of Proposals

After the Deadline, proposals shall be considered an offer and may not be withdrawn until at least 180 days after the Deadline. Any withdrawal before that date shall result in forfeiture of the proposer’s security deposit.

Inspection of Premises

All proposers are urged to inspect the property, preferably accompanied by an architect if improvements are required. Closed or locked retail spaces or properties will be made available for inspection only at the dates and times specified in the RFP. These dates and times are subject to change. Prospective proposers must contact the MTA Real Estate Manager specified in the RFP for the desired property at least 24 hours before the scheduled inspection to confirm attendance.

Except as the RFP may otherwise expressly provide, neither the MTA nor any affiliate or subsidiary will improve the offered properties. Title to any improvements shall vest in the MTA or an affiliate or subsidiary upon installation, unless otherwise specified in the lease or license.

Selection Criteria

The MTA will consider the following criteria in evaluating proposals:

1. Business Experience: proposers will be evaluated on the basis of the type, depth, and length of their business experience and the areas and levels of their past responsibilities.
2. Financial Qualifications: the creditworthiness of the proposer and any proposed guarantor will be evaluated to assure the MTA that the costs of the required improvements can be met, that the improvements will be completed in a timely fashion, that a smooth and uninterrupted operation be maintained, and compensation and security obligations under the lease or license will be fulfilled.

3. Income to the MTA: the amount and timing of payments proposed over the term of the lease or license will be evaluated.
4. Proposed Concept and Use: the responsiveness of the retail concept and use to the requirements of the RFP.
5. Operation and Management Plan: The degree to which the Operation and Management Plan addresses how the retail or other use shall be operated and managed.
6. Schematic Drawings of Required Improvements: if drawings are required, the quality of the drawings and their adherence to the specifications outlined in the RFP will be evaluated.
7. Any other criteria specified in the RFP.

Lease or License Term      The offered term of the lease or license for each parcel is indicated in the RFP.

Conditions

1. As-is: no representations are made as to the condition of the premises. Except as the RFP may expressly otherwise provide, the lessee, licensee or purchaser shall be required to accept the premises as-is.
2. Improvements: all improvements shall be made at the sole cost and expense of the proposer. All improvements made by the lessee or licensee will become the property of the MTA or an affiliate or subsidiary.  

The lessee or licensee will be required to submit plans and specifications for review and approval. Plans must be prepared by a New York State-licensed architect or engineer and submitted within 30 days after execution of a lease or license, unless otherwise specified.

All work must be completed within 30 days after approval of the construction plans, unless otherwise specified, and must conform to all applicable state, local, and agency regulations.

The lessee or licensee may be required to submit additional security in cash or letter of credit to guarantee the performance and completion of construction in accordance with the plans submitted.
3. Utilities: except as the RFP may expressly otherwise provide, the lessee or licensee shall be responsible for providing its own utilities at the lessee's or licensee's sole cost and expense. This includes any work, permits, etc., that are required to bring any service or utility to the premises.
4. Maintenance: the lessee or licensee shall be responsible for maintaining the premises. Rubbish removal shall be performed as set forth in the lease or license agreement.
5. Rent or compensation: all rent or compensation pursuant to leases or licenses shall be payable monthly in advance unless otherwise specified and shall be due on the first day of the month.

6. Security: the lessee or licensee shall provide a security deposit equal to three months of the fifth year's compensation unless otherwise specified.
7. Assignment: the lease, license or contract of sale may not be assigned or sublet.
8. Insurance: The lessee or licensee shall be required to maintain insurance iper occurrence in the amount set forth in the RFP, and the lessee's or licensee's contractor shall be required to maintain similar insurance.
9. Termination: Unless otherwise specified, MTA or its affiliate or subsidiary generally reserves the right to terminate a lease agreement for transportation or corporate purposes upon notice to the lessee as specified in the RFP. MTA or its affiliate or subsidiary generally reserves the right to terminate a license agreement for any reason on no more than 60 days' notice.
10. Rules and Regulations: additional rules, regulations, and restrictions may apply to the properties. These are described in the RFP.

Proposal Forms

The Rent, Compensation, or Purchase Price Proposal Form (see "Submission Requirements") contains spaces for the proposer to indicate annual compensation for each year of the term of the lease or license or proposed purchase price. The suggested annual rent, compensation, or purchase price is set forth for each property in the RFP and on the Rent, Compensation, or Purchase Price Proposal Form. The suggested annual rent, compensation or purchase price should be used as a guide in establishing the the proposed rent, compensation, or purchase price; however, proposals for more or less than the suggested annual rent, compensation or purchase price are permitted. The rent, compensation or purchase price offered in each proposal shall be firm and guaranteed, and cannot be based on variable factors such as gross receipts, cost-of-living adjustments, items permitted to be sold, etc.

No Brokerage Commission

Except as the RFP may expressly otherwise provide, no commissions whatsoever for brokerage or any other fee or rent or compensation shall be due or payable by the MTA or any affiliate or subsidiary.

Non-Discrimination

The MTA will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, sexual orientation, handicap, or marital status in accepting, reviewing, and evaluating proposals.

General Affidavit

The General Affidavit, located at the end of the Proposer Information 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 or limited liability company it may be signed by one individual authorized to bind the corporation or limited liability company. If the proposer is a partnership or joint venture, it must be signed on behalf of each partner or joint venturer unless one partner or joint venturer is authorized to bind the others, in which case a single General Affidavit may be signed by

one individual authorized to bind the partnership or joint venture. The portion of the General Affidavit addressing non-collusion is found in Section F.

Design Criteria

All plans and specifications submitted to the MTA must conform to the requirements of any applicable design standards. These standards are included in the RFP for any property to which they apply.

Products To Be Sold

The decision as to whether a certain product may or may not be sold, other than those products listed in the RFP, shall be at the sole and absolute discretion of the MTA or its affiliate or subsidiary. A lessee or licensee may be required to participate in various passenger service programs. The programs may include, but are not limited to:

- Distribution of subway, bus, and commuter rail maps without charge
- Sale of MetroCards at face value

Eligibility

MTA employees, or employees of any affiliate or subsidiary, are not eligible to propose. A proposal submitted by any such employee shall be disqualified.

Protests

Protests: All complaints or protests relating to this RFP, including all complaints or protests that are exceptions to the limitation on contacts during a Restricted Period as set forth in the Procurement Lobbying Law (New York State Finance Law § 139-j and 139-k), must be addressed to the MTA General Counsel, 347 Madison Avenue, New York, New York 10017, and should be made in advance of an RFP award where the basis for the complaint or protest is known to the proposer in advance of an RFP award. Complaints and protests will only be accepted from proposers or prospective proposers whose direct economic interest would be affected by an award to a tenant, licensee, or purchaser or by failure to make such an award. Complaints and protests regarding an RFP award must be received within 14 days of the RFP award authorization by the MTA Board; any complaint or protest received later than 14 days following the MTA Board action approving an award to a tenant or licensee shall be deemed untimely.

Any complaint or protest shall include: (1) the name and address of the complainant or protester; (2) identification of this RFP and the space or spaces or property relevant to the complaint or protest; and (3) a detailed statement of the factual and legal grounds of the complaint or protest, including a description of the applicable law or other requirement that is alleged to have been violated, together with all relevant documents. The MTA General Counsel shall transmit the complaint or protest to the MTA Director of Real Estate for consideration. A complaint or protest found by the MTA Director of Real Estate to be patently without merit or untimely may be rejected without further consideration. Otherwise, the MTA Director of Real Estate may, at his or her sole discretion, conduct interviews, meet with the complainant or protester to review the issues raised in the complaint or protest, request additional written or oral submissions or take any other actions he or she deems necessary to determining the merits of the complaint or protest. After review of a complaint or protest submitted under these provisions, the MTA Director or Real

Estate will issue a written decision on the basis of the information provided by the complainant or protester, the result of any meetings with the complainant or protester, and the MTA Director of Real Estate's own investigation. If the MTA Director of Real Estate finds that the complaint or protest has merit, MTA will take appropriate action to correct the disposition process to protect the rights of the complainant or protester. Notwithstanding the pendency of a complaint or protest, MTA reserves the right, in the sole discretion of the MTA Director of Real Estate based upon the circumstances, to proceed with the disposition process, including without limitation, to seek action by the MTA Board, to negotiate, execute and deliver a lease, license, or contract of sale and to commence action to remove a holdover tenant or licensee. No complaint or protest, whether pending or decided, shall toll or otherwise or extend a complainant's or protester's time to pursue other remedies, including without limitation, commencing an Article 78 petition.

### 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 _____	e-mail _____		

<b>Proposed Business Entity</b>	Name of Business _____			
	Street _____			
	City _____	State _____	Zip _____	
	Telephone _____	e-mail _____		

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 _____	e-mail _____

### Proposer Information Form

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

2 Name \_\_\_\_\_ % of Ownership \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

3 Name \_\_\_\_\_ % of Ownership \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

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 \_\_\_\_\_ e-mail \_\_\_\_\_

2 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

3 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

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. Add additional pages if necessary.

1 Name of Business \_\_\_\_\_  
 Federal Tax ID No. \_\_\_\_\_ Owner/Manager Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Owner/Manager e-mail \_\_\_\_\_



### Proposer Information Form

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

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

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

Street \_\_\_\_\_

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

Telephone \_\_\_\_\_ Owner/Manager e-mail \_\_\_\_\_

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

1	<u>Name of Business</u> _____	<u>Gross Receipts \$</u> _____	<u>Year</u> _____
		<u>Gross Receipts \$</u> _____	<u>Year</u> _____
		<u>Gross Receipts \$</u> _____	<u>Year</u> _____
2	<u>Name of Business</u> _____	<u>Gross Receipts \$</u> _____	<u>Year</u> _____
		<u>Gross Receipts \$</u> _____	<u>Year</u> _____
		<u>Gross Receipts \$</u> _____	<u>Year</u> _____
3	<u>Name of Business</u> _____	<u>Gross Receipts \$</u> _____	<u>Year</u> _____
		<u>Gross Receipts \$</u> _____	<u>Year</u> _____
		<u>Gross Receipts \$</u> _____	<u>Year</u> _____

**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?  Yes  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

**Proposed  
Retail Concept  
and Use**

Describe below the proposed retail concept, including the price range of merchandise or services. Add additional pages if necessary. If the use is food service, attach a proposed menu.

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



**Proposer Information Form**

**Projected Startup Costs**

**Improvements**

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

**Other Costs**

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

**Scope of Work and Improvements**

Describe the proposed improvements. Add additional pages if necessary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Proposer Information Form

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

<b>Assets</b>	<b>Funds</b>		
	1 – Cash	\$	
	2 – Checking	\$	
	3 – Savings	\$	
	4 – Other	\$	
	5 – Subtotal–Funds	\$	add lines 1 to 4
	<b>Receivables</b>		
	6 – Trade or Business	\$	
	7 – Other	\$	
	8 – Subtotal–Receivables	\$	add lines 6 and 7
	<b>Securities</b>		
	9 – Stocks	\$	
	10 – Bonds	\$	
	11 – Other (Pensions, Annuities)	\$	
	12 – Subtotal–Securities	\$	add lines 9 to 11
	<b>Fixed Assets</b>		
	13 – Equipment	\$	
	14 – Other	\$	
	15 – Subtotal–Fixed Assets	\$	add lines 13 and 14
	<b>Other Assets</b>		
	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
<b>Liabilities</b>	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 business entity 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 personal assets and liabilities of the principal(s) who will provide a guaranty(ies). 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	\$	
_____	_____	
2 – Cost of Goods Sold	\$	
_____	_____	
3 – <b>GROSS PROFIT</b>	\$	subtract line 2 from line 1
_____	_____	

**Expenses:  
One-year  
Projection**

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

### 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. Add additional pages if necessary.

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## Proposer Information Form

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### 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

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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

## IRAN DIVESTMENT ACT - CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

- a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
  
- b. Certification that the Bidder’s investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name and Position

**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**

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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.**

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	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"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	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. 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.

Social security number							
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or							
Employer identification number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							

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

### 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. person (including a U.S. resident alien).

**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 ▶
------------------	----------------------------	--------

### 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.

**U.S. person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 recipient 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 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

## 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 social security card. 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 social security card 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).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's 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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

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 recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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:** Writing "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, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** 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 or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## 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 single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
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**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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. 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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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.



**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.**

## IRAN DIVESTMENT ACT - CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

- a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
  
- b. Certification that the Bidder’s investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

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Signature/Date

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Printed Name and Position