GRAND CENTRAL
GRAND OPPORTUNITY
Request for Proposals
November 19, 2020

RE: Request for Proposals ("RFP") - Grand Central Terminal Restaurant/Café/Market and/or Take Out Food Retail Unit

Dear Prospective Tenant:

We are pleased to announce the availability of a fully vented restaurant space located in Grand Central Terminal which includes the former men’s waiting room in the western portion of historic Vanderbilt Hall as well as a highly visible retail location fronting the Shuttle Passage (“The Premises”).

In commemoration of Grand Central Terminal’s 107th birthday, the Metropolitan Transportation Authority (“MTA”) intends to continue to activate Vanderbilt Hall as a venue for cultural and other public events. The objective is to further solidify Vanderbilt Hall as a lively year-round destination for commuters, tourists, locals and office workers just as the rest of Grand Central Terminal has been for more than a century.

All Interested parties must submit proposals which will include the occupancy of (1) all +/- 2,890 sf of the space formerly occupied by Agern Restaurant (2) all +/- 5,500 of the space in Vanderbilt West formerly occupied by the Great Northern Food Hall as well as (3) all +/- 9,213 sf of back of kitchen, back of house and storage space.

While not a requirement for this RFP, interested parties may also submit proposals for a separate +/- 785 sf ‘grab-and-go’ retail location fronting the Shuttle Passage in order to optimize and/or complement the operations of the restaurant. Please be advised that proposals which include the +/- 785 sf space should reflect the space’s comparatively higher rental value that results from (1) its exposure to the vast number of commuters who pass through the Shuttle Passage each day as well as (2) its proven ability to generate exceptionally high sales volumes.

Floor plans of all of the above referenced spaces are included in this RFP as Attachment 1, and a description of the utilities serving the various spaces is included in this RFP as Attachment 2. Detailed drawings and specifications and the design guidelines are available on the MTA’s website at mta.info/mta/realestate/retail_leasing.html.

Proposals may be made for any or all of the following three (3) proposed space configurations:

Option 1: +/- 2,890 sf (Former Agern Restaurant), +/- 5,500sf (Former Great Northern Food Hall) and +/- 9,213sf (Kitchen, Storage, Back of House) only

Option 2: +/- 2,890 sf (Former Agern Restaurant), +/- 5,500sf (Former Great Northern Food Hall) and +/- 9,213sf (Kitchen, Storage, Back of House) and +/- 785 sf (Former Danish Dogs/Great Northern Deli)

Option 3: +/- 785 sf (Former Danish Dogs/Great Northern Deli)
The MTA intends to adopt the proposal or combination of proposals for the above referenced spaces that, in the MTA’s judgment, will (singly or collectively) best further the MTA’s objective of maximizing the long-term aggregate revenues that the MTA derives from the leasing of the commercial space at Grand Central, taken as a whole, while making available an appropriate mix of dining, food and beverage selections while maintaining a level of quality commensurate with Grand Central’s status as a National Historic Landmark and one of New York City’s greatest public spaces. For more information relating to the MTA’s tenant selection process, please see Attachment 6.

**DEADLINE: ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M. ON FRIDAY, January 22, 2021.**

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 the “Submission Requirements” section below. Proposals not including all requested items may be rejected.

**SITE VISITS:** If you would like to visit the space please contact Nicole Filder ([Nicole.Filder@mtacd.org](mailto:Nicole.Filder@mtacd.org)) Matt Chmielecki ([Matt.Chmielecki@cbre.com](mailto:Matt.Chmielecki@cbre.com)) or Preston Cannon ([Preston.Cannon@cbre.com](mailto:Preston.Cannon@cbre.com)) for scheduling.

Included in this RFP are the following:

- Attachment 1 – Floor Plans and Egress
- Attachment 2 – Description of Available Utilities
- Attachment 3 – Term Sheet
- Attachment 4 – Rent Proposal Forms
- Attachment 5 – Business Plan
- Attachment 6 – Prospective Tenant Information Statement
- Attachment 7 – Process for Offering Space (with guidelines for selection of tenants in Grand Central Terminal attached)

**SUBMISSION REQUIREMENTS:**

Please provide the following information with your submission:

- Fully completed and **signed** Term Sheet (form enclosed).
- Fully completed and **signed** Rent Proposal for each Alternative proposed (form enclosed).
- Fully completed and **signed** Prospective Tenant Information Statement (form enclosed).
- Fully completed and **signed** NYS Finance Law Sections139-j and 139-k Certification (form enclosed).
- Comprehensive description of proposed concept and use, including price range of merchandise/menu, for each option proposed.
- Scope of work planned to improve the Premises, including general layout, description of floor and window display fixtures, and description of any mechanical improvements planned to accommodate proposed use, for each alternative proposed.
- Company brochure, annual report, photographs of existing retail locations, or similar material, as appropriate and available.

Later in the disposition process, MTA may request that any prospective tenant provide clear and legible hard-lined schematic fixture and merchandise plans. If so requested:

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

PROPOSER QUALIFICATION REQUIREMENTS

- a) Prospective proposers must have a proven track record of ten (10) or more years of comparable experience in successfully managing, constructing and operating of multiple high-quality Restaurants, Cafés and/or similar Hospitality Industry locations. Prospective proposers must conduct tours of their existing locations with the MTA upon request, and preexisting experience operating locations in Manhattan is preferred.

- b) Prospective proposers must have a net worth of at least fifteen (15) million dollars, an amount which must be minimally maintained by the Master Tenant over the life of the Master Lease. The selected proposer will need to provide the MTA with personal financial statements and a list of existing business and/or assets upon request.

Electronic copies of submissions should be emailed to the following Point of Contact only:

Nicole Filder at Nicole.Filder@mtacd.org
MTA Real Estate - GCT Development Office

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

Please review the Contacts section of Attachment 7 (Process for Offering Space) for direction regarding permissible contacts with the MTA during the public disposition process.
During this process contact with the MTA should only be made through the following designated points of contact:

Nicole Filder (Nicole.Filder@mtacd.org)
Matthew Chmielecki: (Matt.Chmielecki@cbre.com)
Preston E. Cannon: (Preston.Cannon@cbre.com)

We look forward to receiving your proposal.

Sincerely,

Nicole M. Filder
Metropolitan Transportation Authority

Matthew Chmielecki
CBRE

Preston Cannon
CBRE
FORMER GREAT NORTHERN FOOD HALL

GREAT NORTHERN FOOD HALL 5,500 SF
VANDERBILT HALL - WEST
EGRESS

(i) Tenant must maintain an 8'-6" clear path of egress at all times through the space formerly occupied by Agern Restaurant.

(ii) Customers can be located in the clear path of egress, but heavy furniture will not be permitted.

(iii) The clear path of egress can be separated from the rest of the former Agern Restaurant by any kind of non-combustible construction or material. That means it could be a glass wall, or a metal accordion gate. The separation between the clear path of egress & the rest of the former Agern Restaurant does not need to have a fire rating.
ATTACHMENT 2 – UTILITIES

**Electrical:**

The former Agern restaurant/kitchen spaces have a dedicated 277/480 3ph 300-amp panel, which feeds a 75kva transformer that feeds a 208/120V, 3-phase, 225A panel. There is a 208/120V, 3-phase 100-amp panel located in a back of house area to the South which is fed from a separate source and which will be dedicated and metered to Tenant.

There is currently electrical distribution in the floor of Vanderbilt Hall. To the extent this is used, Tenant will disconnect and remove the current distribution and run its own distribution from the electrical service available in the former Agern restaurant/kitchen and/or the space formerly occupied by Danish Dogs/Great Northern Deli. Electrical service to the chandeliers will remain on the building’s electrical service.

The space formerly occupied by Danish Dogs/Great Northern Deli has a dedicated 277/480 3ph 100-amp panel, which feeds a 75kva transformer that feeds a 208/120V, 3-phase, 225A panel.

Electric service in the storage/back of house spaces will be disconnected by Tenant and electrical service to these spaces shall be provided from the electrical service available in the former Agern restaurant/kitchen and/or the space formerly occupied by Danish Dogs/Great Northern Deli.

**Plumbing:**

**Natural Gas**

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<thead>
<tr>
<th>Former Agern restaurant/kitchen:</th>
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</thead>
<tbody>
<tr>
<td>• Cold – One (1) two-and one-half inch (2 1/2”) dedicated main which reduces to one-and one-half inch (1 1/2”) at the Tenant’s meter.</td>
</tr>
<tr>
<td>• Hot – Two (2) one-hundred twenty (120) gallon 36w/480v electric hot water heaters.</td>
</tr>
</tbody>
</table>

Former Great Northern Food Hall: None

Back of house/storage spaces: None

Former Danish Dogs/Great Northern Deli:

| • Cold – one (1) one inch (1”) main. |
| • Hot – one (1) ten (10) gallon electric hot water heater. |

**Sanitary Service**

<table>
<thead>
<tr>
<th>Former Agern restaurant/kitchen:</th>
<th>One (1) six-inch (6”) sanitary line with ½ hp 120v1ph ejector pump.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Former Great Northern Food Hall:</td>
<td>None</td>
</tr>
<tr>
<td>Former back of house/storage spaces:</td>
<td>TBD</td>
</tr>
<tr>
<td>Former Danish Dogs/Great Northern Deli:</td>
<td>One (1) three inch (3”) sanitary line.</td>
</tr>
</tbody>
</table>
Steam

Former Agern restaurant/kitchen: Two (2) 2-inch steam supply lines service this space. Cost is billed on a survey basis and the prior tenant was charged $8,000.00 per month.

Former Great Northern Food Hall: None

Former back of house/storage spaces: None

Former Danish Dogs/Great Northern Deli: None

Fire Protection

Sprinkler

Former Agern restaurant/kitchen: Sprinklered

Former Great Northern Food Hall: Not sprinklered

Back of house/storage spaces: Sprinklered

Former Danish Dogs/Great Northern Deli: Sprinklered

Fire Alarm

All Spaces: An existing tenant fire alarm sub-panel in each space communicates with the base building fire alarm system via single point alarm module. Tenant will be responsible for repair and maintenance (including initial and semi-annual thereafter inspections of the fire alarm panels and the associated devices). The fire alarm system will need to be extended to the entire Premises

Fire Suppression

Hood and fire suppression already installed by prior tenant

HVAC

Heating

Former Agern restaurant/kitchen: Heating supplied by existing fifteen (15) ton AHU via electrical duct heater.

Former Great Northern Food Hall: The main building systems supply air to vents in the locations shown on the plan below.

Back of house/storage spaces: None

Former Danish Dogs/Great Northern Deli: None
**Fresh Air Supply**

- Former Agern restaurant/kitchen: Connection to duct work from a common fresh air fan
- Former Great Northern Food Hall: The main building systems supply air to vents in the locations shown on the plan included in the Heating section above.
- Former Danish Dogs/Great Northern Deli: Connection to duct work from a common fresh air fan
- Back of house/storage spaces: To be supplied from connections in the Former Agern restaurant and/or the space formerly occupied by Danish Dogs/Great Northern Deli.

**Air Conditioning**

- Former Agern restaurant/kitchen: One (1) three-inch (3”) chilled water connection to a fifteen (15) ton, 6,000 cfm, “Magic Aire” Chilled Water Air Handling Unit (model 180-BMW-4-A).
- Former Great Northern Food Hall: The main building systems supply air to vents in the locations shown on the plan in the Heating section above.
- Former Danish Dogs/Great Northern Deli: One (1) one- and one-half inch (1 1/2”) chilled water connection to seven (7) existing AHU’s utilizing eleven (11) tons of chilled water.
- Back of house/storage spaces: None

**Kitchen Exhaust**

- Former Agern restaurant/kitchen: There is a dedicated exhaust fan and duct riser built to kitchen exhaust specifications that is currently used as general exhaust. Buffalo Fan Model BL365, 4,000 cfm, 1,777 rpm, static pressure of 3.25; this system can be used for kitchen exhaust from a new kitchen.
  - There is space in the shaft to expand the size of this exhaust duct sufficiently to accommodate approximately 6,500 cfm total (an increase of 1,500 cfm). This work would be performed by Tenant.
- Former Great Northern Food Hall: None
- Back of house/storage spaces: None
- Former Danish Dogs/Great Northern Deli: None

**Condition of Existing Equipment**

Repair, maintenance, and replacement of all equipment in or exclusive serving the Premises will be the tenant’s responsibility. No warranties or representation are made regarding the condition of existing equipment.
## ATTACHMENT 3 – TERM SHEET

### 1. Premises:

<table>
<thead>
<tr>
<th>Option</th>
<th>Premises</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1</td>
<td>Former Agern restaurant/kitchen, former Great Northern Food Hall and back of house/storage spaces</td>
</tr>
<tr>
<td>Option 2</td>
<td>Former Agern restaurant/kitchen, former Great Northern Food Hall, back of house/storage spaces and Former Danish Dogs/Great Northern Deli</td>
</tr>
<tr>
<td>Option 3</td>
<td>Former Danish Dogs/Great Northern Deli only</td>
</tr>
</tbody>
</table>

### 2. Term:

<table>
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<tr>
<th>Option</th>
<th>Term</th>
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</thead>
<tbody>
<tr>
<td>Options 1 &amp; 2</td>
<td>Ten (10) years plus one (1) five (5) year option at Tenant’s election. Option shall be contingent on Tenant achieving specific sales thresholds and renovating prior to the start of the option term. Terms to be further defined within the lease. The MTA may consider additional Term if warranted by the amount of proposed capital investment</td>
</tr>
<tr>
<td>Option 3</td>
<td>Five (5) years with no renewal option. The MTA may Consider additional Term if warranted by the amount of proposed capital investment</td>
</tr>
</tbody>
</table>

### 3. Permitted Uses:

**Mandatory:** Former Agern restaurant/kitchen, former Great Northern Food Hall & back of house/storage spaces: A high-quality full-service restaurant that not only complements but enhances the overall retail, food offering and dining experience at Grand Central Terminal.

Former Danish Dogs/Great Northern Deli: A high-quality food operation that complements Grand Central Terminal’s other food offerings.

**Prohibited:** National Chain Concepts. A National Chain Concept is defined as a chain that uses the same brand name and provides the same service and menu concept at more than two hundred (200) establishments in total.

### 4. Minimum & Percentage Rent:

To be proposed by proposers using the enclosed forms.

### 5. Additional Rent:

Advertising and Promotion Contribution for the spaces formerly occupied by Agern restaurant/kitchen and the former Danish Dogs/Great Northern Deli only: (estimated) $13.05 per square foot per year, increasing annually by three percent (3%).

Trash Removal Charge for Agern restaurant/kitchen and the former Danish Dogs/Great Northern Deli only: **Option 1:** Tenant to pay (estimated) $28.26 per square foot per year, increasing annually by three percent (3%) **OR Option 2:** Tenant shall be solely responsible for the removal of all trash from its Premises as well as all associated costs.

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A **mandatory use** is a use that must be envisioned by a proposal for that proposal to be considered responsive. A **preferred use** is a use that is not mandatory but is considered to be highly appropriate to the space and complementary to the price points and quality of existing businesses at the Terminal. A **disfavored use** is considered to be undesirable. A **prohibited use** is a use that will not be permitted. The foregoing use restrictions are subject to and without limitation of the architectural design criteria and the rules and regulations that are referenced in the aforementioned form of lease.
Utilities – Sub metered.

Other Additional Rent amounts as per lease form available at [http://mta.info/mta/realestate/forms.html](http://mta.info/mta/realestate/forms.html)

6. Prepaid Rent:

One month’s Minimum Rent.

7. Security and Guaranty:

Simultaneously with the execution of the Lease by the Tenant, the Tenant must deliver to the MTA a security deposit or letter of credit which at a minimum, shall be the equivalent of three (3) months of rent based on the last year of the Base Term of the Master Lease to secure the full and faithful performance of the Lease. The selected proposer’s actual security deposit shall be determined upon MTA’s review of the selected proposer’s financial information.

In addition, unless the Tenant has a net worth that is suitably substantial under the circumstances, a guaranty from a creditworthy principal of Tenant will be required. The form is available at [http://mta.info/mta/realestate/forms.html](http://mta.info/mta/realestate/forms.html)

8. Condition of Premises:

Premises will be delivered “as is.”

Tenant to pay the MTA $15,000 for review of Tenant plans for Tenant’s initial improvements.

Building permit for Tenant’s initial improvements will be issued by Metro-North (without imposition of additional fee).

9. Minimum Hours of Operation:

**Former Agern restaurant/kitchen**
Monday – Saturday: 11:00 AM to 12:00 AM  
Sunday: 11:00 AM to 8:00 PM

**Former Great Northern Food Hall**
Monday – Friday: 7:00 AM to 10:00 PM  
Saturday: 10:00 AM to 10:00 PM  
Sunday: 10:00 AM to 8:00 PM

**Former Danish Dogs/Great Northern Deli**
Monday – Saturday: 6:00 AM to 9:00 PM  
Sunday: 10:00 AM to 6:00 PM

10. Commencement Date:

Date possession of the Premises is delivered to Tenant.
11. Required Opening Date:  
Former Agern restaurant/kitchen, former Great Northern Food Hall & back of house/storage spaces:  
One hundred eighty (180) days following the Commencement Date  
Former Danish Dogs/Great Northern Deli  
Ninety (90) days following the Commencement Date

12. Rent Commencement Date:  
Former Agern restaurant/kitchen, former Great Northern Food Hall & back of house/storage spaces  
The earlier of (i) 180 days following the Commencement Date and (ii) the date the Tenant opens for business to the general public  
Former Danish Dogs/Great Northern Deli space  
The earlier of (i) 90 days following the Commencement Date and (ii) the date the Tenant opens for business to the general public

13. Brokerage:  
Any brokerage commissions shall be payable per a separate agreement with CBRE, Inc., who has been appointed exclusive agent on behalf of the MTA

This Term Sheet must be signed by an officer of the prospective tenant:

Prospective Tenant:  

Authorized Signature:  

Name:  

Title:  

Date:
ATTACHMENT 4 – RENT PROPOSAL FORMS

Proposals may be made for any or all the following three (3) options:

Option 1 - Former Agern restaurant/kitchen, former Great Northern Food Hall & back of house/storage spaces only

Option 2 - Former Agern restaurant/kitchen, former Great Northern Food Hall, back of house/storage spaces and former Danish Dogs/Great Northern Deli

Option 3 - Danish Dogs/Great Northern Deli only

Please fill out a separate Rent Proposal Form for each option you wish to pursue. You may submit proposals for any number of the above referenced options.
RENT PROPOSAL FORM - OPTION 1

Premises: Former Agern restaurant/kitchen, former Great Northern Food Hall & back of house/storage spaces

Rent:

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<tr>
<th>Year</th>
<th>Guaranteed Minimum Rent</th>
<th>Percentage Rent</th>
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Option Rent:

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<td>15</td>
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<td>Plus ___% of gross sales over breakpoint of $ ____________</td>
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This Rent Proposal must be signed by an officer of the prospective tenant:

Prospective Tenant: ____________________________________________________________

Authorized Signature: ________________________________________________________

Name: ______________________________________________________________________

Title: ______________________________________________________________________

Date: ______________________________________________________________________

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## RENT PROPOSAL FORM - OPTION 2

**Premises:** Former Agern restaurant/kitchen, former Great Northern Food Hall, back of house/storage spaces **and** former Danish Dogs/Great Northern Deli

### Rent

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### Option Rent:

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<tr>
<td>15</td>
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<td>Plus <strong>% of gross sales over breakpoint of $</strong>___________</td>
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</table>
This Rent Proposal must be signed by an officer of the prospective tenant:

Prospective Tenant: ____________________________________________________

Authorized Signature: _________________________________________________

Name: __________________________________________________________________

Title: __________________________________________________________________

Date: _______________
RENT PROPOSAL FORM - OPTION 3

Premises: Former Danish Dogs/Great Northern Deli

Rent:

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<tr>
<th>Year</th>
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This Rent Proposal must be signed by an officer of the prospective tenant:

Prospective Tenant: __________________________________________________

Authorized Signature: ________________________________________________

Name: _____________________________________________________________

Title: _____________________________________________________________

Date: __________________________
ATTACHMENT 5 – BUSINESS PLAN

Please submit a separate sheet for each proposed option

Option # _________________

PROJECTED STARTUP COSTS

Provide estimated start-up costs:

Legal Costs $______________________________
Architectural Fees $______________________________
Licensing Fees $______________________________
Incorporation Fees $______________________________
Rent During Construction $______________________________
Construction Costs $______________________________
Fixtures $______________________________
Inventory $______________________________
Consulting Fees $______________________________
Franchise Fees $______________________________
Miscellaneous $______________________________

TOTAL STARTUP COSTS $______________________________

PROJECTED FIRST-YEAR BUSINESS PLAN

Provide projected income and expenses for the first year of the lease term:

INCOME:
1– Estimated Sales/Revenue $______________________________
2 – Cost of Goods Sold $______________________________
3 – GROSS PROFIT $______________________________ (line 2 less line 1)
EXPENSES:
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 - TOTAL EXPENSES $ (add 4 through 23)
25 – EST. PROFIT (LOSS) $ (line 24 less line 3)
PROJECTED SALES FOR LEASE TERM

Provide projected sales after year one of the lease and include only the years of proposed term:

Year Two: $______________________
Year Three: $______________________
Year Four: $______________________
Year Five: $______________________
Year Six: $______________________
Year Seven: $______________________
Year Eight: $______________________
Year Nine: $______________________
Year Ten: $______________________
Year Eleven: $______________________
Year Twelve: $______________________
Year Thirteen: $______________________
Year Fourteen: $______________________
Year Fifteen: $______________________
ATTACHMENT 6 – PROSPECTIVE TENANT INFORMATION STATEMENT

The following information is provided to the MTA Real Estate Department in connection with the submittal of a proposal for a lease at Grand Central Terminal. The acceptance by MTA of this Prospective Tenant Information Statement does not constitute an offer of the MTA or any affiliate or subsidiary thereof. Please attach additional sheets as necessary. Please print or type information on each form.

BUSINESS INFORMATION

Name of Prospective Tenant: ____________________________________________________
Street: ______________________________________________________________________
City, State, Zip: _______________________________________________________________
Telephone: _____________________
Name of President or most senior executive: ________________________________________
Name of Chief Financial Officer or Treasurer: _______________________________________
Type of business: ____________________________

☐ Corporation  ☐ Joint Venture  ☐ Partnership  ☐ Limited Liability Corporation  ☐ Sole Proprietor

Federal Tax ID #:__________________ State of Organization:___________________________

INFORMATION RELATING TO AFFILIATES

List all individuals and/or entities that directly or indirectly own thirty percent (30%) or more of the equity of, or otherwise control, the prospective tenant (“Principals”):

Name: ______________________________% of Ownership: _______________________
Street: ______________________________________________________________________
City, State, Zip: __________________________________________________________________
Telephone: ____________________________
Name: ____________________________ % of Ownership: ____________________

Street: ________________________________________________________________

City, State, Zip: _________________________________________________________

Telephone: ______________________

If Applicable, list Principal(s) who will provide guaranty described in Term Sheet

Name: ____________________________

Street: ________________________________________________________________

City, State, Zip: _________________________________________________________

Telephone: ______________________

Have any of the Principals done business under any other name within the past three (3) years?

☐ Yes

☐ No

If yes, describe such business and provide the following information:

Name of Business: _________________________________________________________

Primary Contact Name: _____________________________________________________

Tax ID#: __________________ Telephone #: ________________________________

Street: ________________________________________________________________

City, State, Zip: _________________________________________________________

Does any Principal own more than thirty percent (30%) of the equity of, or otherwise control, any other or business entity?

☐ Yes

☐ No

If yes, identify and provide the following information for each such entity:

Name of Business: _________________________________________________________

Primary Contact Name: _____________________________________________________

Tax ID#: __________________ Telephone #: ________________________________

Street: ________________________________________________________________

City, State, Zip: _________________________________________________________
OTHER LEASES OR LICENSES WITH MTA AND/OR ITS SUBSIDIARIES AND AFFILIATES

List all leases or licenses in force during the last five years between the MTA (and its subsidiaries and affiliates) and the prospective tenant or any Affiliate of the prospective tenant.

Name of Lessee or Licensee: ____________________________________________________
Location: ____________________________________________________________________
MTA Agency: _________________________________________________________________
Name of Lessee or Licensee: ____________________________________________________
Location: ____________________________________________________________________
MTA Agency: _________________________________________________________________
Name of Lessee or Licensee: ____________________________________________________
Location: ____________________________________________________________________
MTA Agency: _________________________________________________________________
Describe any lessee or licensee defaults under such leases or licenses:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

BUSINESS REFERENCES

Provide at least three references for companies with which the prospective tenant or one or more of its Principals does business, including at least one vendor:

Company Name: ______________________________________________________________
Street: ______________________________________________________________________
City, State, Zip: _______________________________________________________________
Primary Contact and Title: _______________________________________________________
Telephone #: ___________________

Company Name: ______________________________________________________________
Street: ______________________________________________________________________
City, State, Zip: _______________________________________________________________
Primary Contact and Title: _______________________________________________________
Telephone #: ___________________
Company Name: ______________________________________________________________
Street: ______________________________________________________________________
City, State, Zip: _______________________________________________________________
Primary Contact and Title: _______________________________________________________
Telephone #: ___________________

**BANK REFERENCES**

Name of Bank: ________________________ Branch # or Location: _______________________
Street: ______________________________________________________________________
City, State, Zip: _______________________________________________________________
Name of Bank Officer: __________________________________________________________
Telephone #: ___________________________
Name on Account: _____________________________________________________________
Account #: _____________________________

If different, provide at least one such bank reference for each guarantor identified above:

Name of Bank: ________________________ Branch # or Location: _______________________
Street: ______________________________________________________________________
City, State, Zip: _______________________________________________________________
Name of Bank Officer: __________________________________________________________
Telephone #: ___________________________
Name on Account: _____________________________________________________________
Account #: _____________________________

**AVAILABLE FINANCING**

Describe each source of financing for the proposed business at Grand Central Terminal:

Name of Source: ______________________________________________________________
Street: ______________________________________________________________________
City, State, Zip: _______________________________________________________________
Telephone #: ____________________
Available Dollar Amount $_____________________________
Name of Source: ______________________________________________________________
Street: ______________________________________________________________________
City, State, Zip: _______________________________________________________________
Telephone #: ____________________
Available Dollar Amount $_____________________________

**FINANCIAL STATEMENTS**

Provide financial statements (audited, if available) for the prospective tenant as well as each guarantor for the past two (2) full fiscal years. If financial statements are not otherwise available, please provide the information below. If the prospective tenant is in the process of being organized and does not yet have assets or liabilities, complete this financial statement based on personal assets and liabilities of the Principal(s) that will provide a guaranty as required by the Term Sheet. Please be sure to clearly indicate all sources of capitalization.

**ASSETS**

**Funds**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>– Cash</td>
</tr>
<tr>
<td>2</td>
<td>– Checking</td>
</tr>
<tr>
<td>3</td>
<td>– Savings</td>
</tr>
<tr>
<td>4</td>
<td>– Other</td>
</tr>
<tr>
<td>5</td>
<td>- Subtotal - Funds</td>
</tr>
</tbody>
</table>

**Receivables**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>– Trade or Business</td>
</tr>
<tr>
<td>7</td>
<td>– Other</td>
</tr>
<tr>
<td>8</td>
<td>- Subtotal - Receivables</td>
</tr>
</tbody>
</table>

**Securities**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>– Stocks</td>
</tr>
<tr>
<td>10</td>
<td>– Bonds</td>
</tr>
<tr>
<td>11</td>
<td>– Other (IE: Pensions, Annuities)</td>
</tr>
<tr>
<td>12</td>
<td>- Subtotal - Securities</td>
</tr>
</tbody>
</table>
### Fixed Assets

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Equipment</td>
<td>$______________________</td>
</tr>
<tr>
<td>14</td>
<td>Other</td>
<td>$______________________</td>
</tr>
<tr>
<td>15</td>
<td>Subtotal - Fixed Assets</td>
<td>$______________________ (add lines 13 &amp; 14)</td>
</tr>
</tbody>
</table>

### Other Assets

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Trade, Auto</td>
<td>$______________________</td>
</tr>
<tr>
<td>17</td>
<td>Life Insurance</td>
<td>$______________________</td>
</tr>
<tr>
<td>18</td>
<td>Subtotal - Other Assets</td>
<td>$______________________ (add lines 16 &amp; 17)</td>
</tr>
<tr>
<td>19</td>
<td>Inventory</td>
<td>$______________________</td>
</tr>
<tr>
<td>20</td>
<td>Miscellaneous</td>
<td>$______________________</td>
</tr>
<tr>
<td>21</td>
<td>Land and Buildings</td>
<td>$______________________</td>
</tr>
</tbody>
</table>

**22 – GR. TOTAL ASSETS $______________________** (add lines 5,8,12,15 & 18-21)

### LIABILITIES

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Trade Payables</td>
<td>$______________________</td>
</tr>
<tr>
<td>24</td>
<td>Unsecured Notes Payable</td>
<td>$______________________</td>
</tr>
<tr>
<td>25</td>
<td>Secured Notes Payable</td>
<td>$______________________</td>
</tr>
<tr>
<td>26</td>
<td>Deferred</td>
<td>$______________________</td>
</tr>
<tr>
<td>27</td>
<td>Miscellaneous</td>
<td>$______________________</td>
</tr>
</tbody>
</table>

**28 – GR. TOT. LIABILITIES $______________________** (add lines 23 through 27)

**29 – CAPITAL/NET WORTH $ ______________________** (line 22 less line 28)

### RESPONSIBILITY - RELATED QUESTIONS

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the prospective tenant 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?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Are any outstanding liens pending against the prospective tenant or any Affiliate thereof?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Are any judgments outstanding against the prospective tenant or any Affiliate thereof?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Is any suit or other legal action pending against the prospective tenant or any Affiliate thereof?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
Has the prospective tenant or any Affiliate thereof ever 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 prospective tenant or any Affiliate thereof ever been convicted of a felony? □ Yes □ No

Is any elected representative or other officer or employee of, or any person whose salary is payable in whole or in part from, the Federal Government or the State or City of New York, or any member, officer or employee of the Metropolitan Transportation Authority or any affiliate or subsidiary thereof, directly or indirectly interested in this proposal or in the proposed relating lease? □ Yes □ No

If the answer was Yes to any of the above, please provide details below:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

CONSENT TO CREDIT REVIEW

By executing this Prospective Tenant Information Statement, the undersigned authorizes the Metropolitan Transportation Authority or its designated agent or contractor to conduct a credit and reference investigation of the prospective tenant and its Affiliates. This authorization includes, without limitation, authorization to obtain verbal and written information from banks, other commercial and financial institutions, credit reporting agencies and present and former customers, including without limitation the entities described in this Prospective Tenant Information Statement.

NO COLLUSION STATEMENT

By executing this Prospective Tenant Information Statement, 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 undersigned or any other individual by or on behalf of the undersigned 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 by or on behalf of the undersigned to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal, for the purpose of restricting competition.
The undersigned individual declares under the penalties of perjury provided for by Article 210 of the New York Penal Law that the undersigned individual has read fully and understands all the terms and conditions of this Request for Proposals, and all the foregoing questions in this Prospective Tenant Information Statement. The answers and statements herein including, without limitation, this Prospective Tenant Information Statement, are to the best of the undersigned's knowledge and belief true, correct, and complete. The undersigned agrees that if 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 any misstatement, omission or failure to update information may be cause for the Metropolitan Transportation Authority not to award to the proposed lease to the prospective tenant, 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.

This Prospective Tenant Information Statement must be signed:

Prospective Tenant: __________________________________________________

Authorized Signature: _________________________________________________

Name: _____________________________________________________________

Title: ______________________________________________________________

Date: _________________________
NEW YORK STATE FINANCE LAW SECTIONS 139-j and 139-k CERTIFICATION

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 (the “Procurement Lobbying Law”).

Pursuant to the Procurement 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 regarding protests, contract negotiations and RFP conference participation. Nothing in the Procurement 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 Procurement 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 Certification 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 §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 Prospective Tenant: _______________________________________________________

Address: _______________________________________________________________________

Name and Title of Person Submitting this Form: _______________________________________

Has any governmental entity\(^2\) made a finding of non-responsibility regarding the prospective tenant or any Affiliate thereof in the previous four years? □ Yes □ No

If yes: Was the basis for such finding of the non-responsibility due to a violation of State Finance Law §139-j? □ Yes □ No

Was the basis for such finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? □ Yes □ No

If the answer was yes to any of the above, provide details regarding the finding of non-responsibility:

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 prospective tenant or any Affiliate thereof due to the intentional provision of false or incomplete information? □ Yes □ No

\(^2\) 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.)
Prospective Tenant’s Affirmation and Certification

By signing below, the undersigned:

   a) Affirms that the prospective tenant understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j & 139-k.

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

Prospective Tenant: ____________________________________________________________

Authorized Signature: __________________________________________________________

Name: ______________________________________________________________________

Title: ______________________________________________________________________

Date: _______________________

MTA’s Right to Terminate

The MTA reserves the right to terminate any lease with the prospective tenant arising out of this RFP in the event it is found that the foregoing certification, 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 tenant in accordance with the written notification terms of such lease.
ATTACHMENT 7 – PROCESS FOR OFFERING SPACE

INTRODUCTION TO GRAND CENTRAL TERMINAL

The MTA Real Estate Department manages the leasing of the retail properties at Grand Central Terminal (the “Terminal”) on behalf of MTA Metro-North Commuter Railroad Company (“Metro-North”).

The Terminal, located in the center of Manhattan, is a National Historic Landmark and a focal point of New York City. The Terminal has received national attention and acclaim since the completion of its historic restoration and redevelopment in 1998. It is bordered on the south by 42nd Street, on the north by the Met Life Building, on the west by Vanderbilt Avenue and on the east by Lexington Avenue. It is a major regional transportation hub for hundreds of thousands of daily commuters and New York City residents who ride Metro-North and connecting subway lines. Metro-North provides service between New York City and its northern suburbs in New York and Connecticut. The Terminal sits atop the busiest stop in the New York City subway system. The Lexington Avenue line covers the east side of Manhattan, and the 42nd Street Shuttle to Times Square provides a convenient connection to the Theater District and to the subways traversing the west side of Manhattan that provide access to the MTA Long Island Rail Road commuter rail system and Amtrak trains. Across the street from the Terminal, on Park Avenue near 42nd Street, is an airport bus connection that provides links to LaGuardia, JFK and Newark Airports.

The Terminal’s retail space contains approximately 153,000 square feet and accommodates approximately 100 individual retailers. Such space includes 42nd Street storefronts and interior balconies at street level, the Grand Central Market and Lexington, Graybar, and Shuttle Passageways on the Main Concourse level, and the Dining Concourse on the Terminal’s lower level. The overall quality of the retail at the Terminal is exceptional, and we seek to maintain and enhance an appealing mix of local retailers and nationally known brands.

PROCESS FOR OFFERING SPACES FOR LEASE IN GRAND CENTRAL TERMINAL

Spaces available for lease at the Terminal are offered to prospective tenants through a public solicitation process that is described in the MTA’s “Guidelines for Selection of Tenants for Grand Central Terminal,” a copy of which is attached hereto as Attachment 8 (the “Guidelines”). The Guidelines are intended only for the guidance of officers and employees of the MTA. Nothing contained in the Guidelines is intended, or shall be construed, to confer upon any person or entity any right, remedy, claim or benefit under, or by reason of, any requirement or provision of the Guidelines.

The Guidelines themselves may be revised from time to time by the MTA Board and are subject to other policies adopted by the MTA Board. As set forth in the Guidelines, the MTA seeks to maximize the long-term aggregate revenues that the MTA derives from the leasing of the commercial space at the Terminal (taken as a whole), while making available to commuters, tourists, local residents and others an appropriate mix of goods and services and maintaining a level of quality commensurate with the Terminal’s status as a National Historic Landmark and one of New York City’s greatest public spaces.

Proposals received in response to this RFP will be reviewed and evaluated as set forth in the Guidelines. In summary, the first step will be the preparation of technical evaluations of each such proposal, which will include, among other things, information relating to the responsiveness of the proposal, the prospective tenant, and the rent proposed. The Director of Real Estate Transactions and Operations will then, in accordance with the Guidelines, determine whether any proposal should be eliminated from consideration because it is non-responsive, or the prospective tenant is not responsible.
Among other grounds for disqualification that are set forth in the Guidelines, please note that a prospective Tenant will be deemed “not responsible” (and thus disqualified and eliminated from consideration) if (a) such prospective Tenant, or any Affiliate of such prospective Tenant, owes, by reason of an amount due not more than five (5) years prior to the date of the RFP, in excess of $10,000 to the MTA, (b) such amount is not (in the view of the MTA Legal Department) the subject of a bona fide dispute and (c) such amount has remained unpaid for more than 90 days; provided, however, that before disqualifying any prospective Tenant by reason of any such non-payment, the Director of Real Estate Transactions and Operations must provide written notice of such non-payment to such prospective Tenant and afford such prospective Tenant a period of not less than 30 days to pay the unpaid amount. “Affiliate” of a prospective Tenant means any entity that (i) controls or owns more than a 30 percent equity interest in such prospective Tenant or (ii) is controlled by, or owns more than a 30 percent equity interest in which is owned by or for the benefit of, either (1) such prospective Tenant or (2) 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 percent equity interest in, such prospective Tenant.

Next, the Director of Real Estate Transactions and Operations will score all responsive proposals received from responsible prospective tenants based on the selection criteria that are set forth in the Guidelines (the “Selection Criteria”). The first Selection Criterion, which accounts for 70 percent of the total score, is the anticipated direct economic benefit of a proposal to the MTA. The second Selection Criterion, which accounts for the remaining 30 percent of the total score, is the evaluator’s determination of the likelihood that a prospective tenant will attract other desirable retailers to the Terminal and/or customers for other current or prospective businesses at the Terminal.

In assessing direct economic benefit, the evaluator will take into account both proposed guaranteed rent and projected percentage rent. First, the present value of the guaranteed rent (the “Unadjusted Guaranteed Rent Amount”) will be calculated, subject to reduction by up to 50 percent based on (i) the evaluator’s assessment of the viability of the prospective tenant’s business plan, (ii) the evaluator’s assessment of the creditworthiness of the prospective tenant (and any proposed guarantor) and (iii) any security deposits and/or letters of credit that will be required. Second, the present value of 50 percent of the projected percentage rent will be calculated (the initial 50 percent reduction being due to the fact that percentage rent is not certain or assured), subject to further reduction to reflect the evaluator’s assessment of the likelihood of projected sales being achieved. The sum of such two amounts will be deemed to constitute the direct economic value of a proposal.

If the responsive and responsible proposal with the highest total score (on the basis of both of the Selection Criteria) as determined by the Director of Real Estate Transactions and Operations is also the one with the highest Unadjusted Guaranteed Rent Amount, then such proposal may be submitted to the MTA Board for approval without convening a Selection Committee. Or, as provided for under a policy duly adopted by the MTA Board in November 2013, in lieu of preparing a staff summary requiring Finance Committee and Board approval, the lease transaction may be listed in chart form in the Finance Committee book (listing all bidders and their bids) after the lease has been executed. However, if the proposal with the highest Total Selection Criteria Score is not the proposal with the highest Unadjusted Guaranteed Rent Amount or if two proposals provide for the same highest Unadjusted Guaranteed Rent Amount, then the Director of Real Estate Transactions and Operations must convene a selection committee (the “Selection Committee”) consisting of the Director of Real Estate Transactions and Operations or his or her designee and the Director of Business Development or his or her designee.
MTA’S RIGHT TO MODIFY OR TERMINATE RFP PROCESS

Notwithstanding any other provision of this RFP and without any liability to any prospective Tenant, MTA reserves the unilateral right to postpone submission deadlines, reject any and all proposals, negotiate with one or more prospective Tenants, seek additional input, including best-and-final offers, from one or more prospective Tenants (but not necessarily all prospective Tenants), waive any requirement of this RFP, and modify or withdraw this RFP in respect of any or all spaces specified herein.

Term sheet: Included in this RFP is a Term Sheet. Please review it carefully and note that it includes a description of the uses that will be permitted in the Premises. Please note that such uses may be categorized as mandatory, preferred, disfavored or prohibited. Proposals will be deemed to be non-responsive, and will therefore be disqualified, if they do not envision mandatory uses or if they envision prohibited uses. Proposals that envision disfavored uses, or do not envision preferred uses, will not be disqualified, but will likely obtain relatively low scores with respect to the second of the two Selection Criteria that are described above.

Lease form and conditions: The standard form of Terminal lease will be used to document transactions arising out of this RFP with such changes as are appropriate to reflect the agreed-upon terms. During this RFP process the standard form of lease may be subject to change at the discretion of the MTA. The current form is available at: http://web.mta.info/mta/realestate/forms.html.

The following are some of the material terms of such lease:

As is: The Premises will be delivered “as is” and the MTA and Metro-North make no representations as to the condition. Each prospective Tenant will be responsible for making its own analysis and decisions regarding such condition. MTA and Metro-North will not reimburse prospective Tenants for any surveys or site investigations.

Rentable Square Footage: Rentable Square Footage is measured in accordance with the Real Estate Board of New York Standard for Stores. Square footage measurements included in this RFP are approximate.

Design Requirements: The Tenant will be required to comply with the design criteria that are generally applicable to leased space at the Terminal. During this RFP process the design criteria may be subject to change at the discretion of MTA. The current design criteria is available at: http://www.grandcentralterminal.com/realestate-leasing/#architectural

Build-out/Renovation: The Tenant will be required to perform at its sole cost and expense a complete build-out/renovation of the Premises in accordance with such design guidelines and subject to review by MTA and Metro-North

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.

Eligibility: Employees of the MTA, and its affiliates and subsidiaries, are ineligible under this RFP. Any proposal submitted by any such employee will be disqualified.

Protests: All protests or complaints relating to this RFP, including all protests or complaints 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 made to the MTA General Counsel, 2 Broadway, New York, New York 10004. Any such protest or complaint shall include: (1) the name and address of the protesting respondent; (2) identification of this RFP and the space or spaces relevant to the protest; and (3) a description of the substantive elements of the protest, including a description of the applicable law or other requirement that is alleged to have been violated, together with all relevant supporting documentation. The MTA General Counsel may, at his/her sole discretion, meet with the protestor to review the issues raised in the protest. After review of a protest submitted under these provisions, the MTA General Counsel will issue a written decision on the basis of the information provided by the protestor, the result of any meetings with the protestor, and the MTA General Counsel’s own investigation of the matter. If the protest is upheld, MTA will take appropriate action to correct the RFP process to protect the rights of the protestor. If the protest is denied, MTA will proceed with the disposition.

Contacts: The disposition process described in this RFP is subject to New York State’s State Finance Law Sections 139-j and 139-k (the "Procurement Lobbying Law"). Pursuant to the Procurement Lobbying Law, all "contacts" (defined as oral, written or electronic communications with the MTA intended to influence this disposition process) during this disposition must be made with one or more designated Point(s) of Contact only. Designated points of contact are identified in the cover letter to this RFP.

Brokerage Commissions: Any Tenant broker shall be compensated per a separate agreement and no commissions shall be owed if the former Danish Dogs/Great Norther Deli space is leased separately from the other spaces.

Please be aware that there are rules regarding permissible contacts (oral, written, and electronic) with the MTA during the public procurement process. New York State Procurement Lobbying Law requires that all contacts with the MTA relating to this RFP must be made through designated points of contact only. Please do not call or write anyone else at the MTA concerning this RFP. Contact with anyone else at the MTA relating to this RFP may be a violation of law and may result in the disqualification of the proposer. Failure to comply with such requirements can result in disqualification from this and other solicitations involving New York State governmental entities. Exceptions to this rule include communications with regard to protests, RFP site visit participation, and lease negotiations. Nothing in the Procurement Lobbying Law inhibits any rights to make an appeal, protest, or complaint under existing administrative or judicial procedures.

Exceptions to this rule include communications about protests, RFP site visit participation and lease negotiations. The protest process for this disposition is set forth in the preceding section of this RFP. Nothing in the Procurement 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 years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four 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 Procurement Lobbying Law. Violations found to be "knowing and willful" must be reported to the MTA Executive Director and OGS.
The information provided in this Request for Proposals 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. Prospective tenants must recognize that the Premises are being offered on an “as is” basis and that prospective tenants’ proposals must rely solely on their own independent investigations. A detailed independent investigation by any prospective tenant should be made before submitting a proposal.

GUIDELINES FOR SELECTION OF TENANTS FOR GRAND CENTRAL TERMINAL

Application: These guidelines (“Guidelines”) apply to the selection of lessees for leases of commercial spaces at Grand Central Terminal (“GCT”). They do not apply to the selection of licensees at GCT, which is governed by policies adopted by the Board in January 2006 and April 2009. (The principal difference between a lease and license for these purposes is that a license is terminable at the discretion of the licensor for any reason upon short notice, typically 60 days.) These Guidelines supplement the MTA Real Estate Department Policies and Procedures For Licensing-Out, Leasing-Out and Sale Of Real Property, adopted by the Board in February, 2009, as such policies and procedures may be amended from time to time (the “General Policies and Procedures”). In the event of any conflict between these Guidelines and the General Policies and Procedures, these Guidelines will govern.

Purpose and Objective: The purpose of these Guidelines is to provide the MTA Real Estate Department (the “RED”) with standards and procedures for issuing requests for proposals (“RFPs”) and for choosing tenants to recommend for selection for leases of commercial space at GCT. They are intended to further the MTA’s objective of maximizing the long-term aggregate revenues that the MTA derives from the leasing of the commercial space at GCT (taken as a whole), while making available to commuters and others an appropriate mix of goods and services and maintaining a level of quality commensurate with GCT’s status as a National Historic Landmark and one of New York City’s greatest public spaces (the “Objective”). While the Objective is broader than maximizing guaranteed minimum rent for any particular space, these Guidelines establish a rebuttable presumption that the Objective will be furthered by the proposal that is “responsive” and “responsible” (as determined by the procedure described below) and offers the highest Unadjusted Guaranteed Rent Amount (as such term is defined below). Therefore, any staff recommendation to award a lease to a responsive and responsible proposer other than the responsive and responsible proposer that has offered the highest Unadjusted Guaranteed Rent Amount must be made by a selection committee and supported by a rationale that is articulated in the Staff Summary presented to the Board in connection with such recommendation.

These Guidelines are intended only for the guidance of officers and employees of the MTA. Nothing contained in these Guidelines is intended, or shall be construed, to confer upon any person or entity any right, remedy, claim or benefit under, or by reason of, any requirement or provision of these Guidelines. Except to the extent
Requests for Proposals:

All opportunities to lease commercial space at GCT (except for leases of storage spaces and other incidental spaces that have monetary values below the legal threshold requiring a competitive disposition process) must be offered pursuant to competitive RFPs prepared and approved by the Director of Real Estate Transactions and Operations and advertised in accordance with the General Policies and Procedures. More than one space may be offered pursuant to a single RFP.

For each space being offered, an RFP may identify preferred, mandatory, disfavored and/or prohibited uses, as and where appropriate, to encourage and/or ensure an appropriate mix of merchandise and services in various sections of GCT or to otherwise further the Objective. If an RFP identifies a preferred or mandatory use, it shall make clear whether such use is mandatory or merely preferred; if an RFP identifies a disfavored or prohibited use, it shall make clear whether such use is prohibited or merely disfavored.

Without limiting the generality of the foregoing, each RFP must reference (and each prospective tenant must be provided with access to) the generally applicable design criteria and rules and regulations for commercial spaces at GCT, and state that compliance with such design criteria and rules and regulations is mandatory.

The Director of Real Estate Transactions and Operations, may elect to exclude national chains and/or discount merchandisers from specified areas of GCT, such as the Dining Concourse, the Lexington Passage and/or the Grand Central Market, provided that they reasonably determine that doing so will further the Objective. Each Staff Summary presented to the Board when the award of the proposed lease for a space is submitted in due course for Board approval shall set forth any preferred, mandatory, disfavored, or prohibited uses applicable to such space; provided, however, that the aforementioned design criteria and rules and regulations need only be referenced, not set forth in full, in such Staff Summaries.

SELECTION CRITERIA

The following are the selection criteria (the “Selection Criteria”) that shall be used to evaluate proposals:

Selection Criterion A: Direct Economic Benefit to the MTA (Maximum 70 Points).

Each evaluator shall:

First: Start with the Unadjusted Guaranteed Rent Amount for each proposal, as determined by the Technical Consultants as described below. The “Unadjusted Guaranteed Rent Amount” for any proposal is the present value of the guaranteed minimum rent set forth in such proposal, discounted to the first day of the lease term using a discount rate of six percent (6%).

Second: Determine the Guaranteed Rent Adjustment Factor for each proposal and multiply it by the Unadjusted Guaranteed Rent Amount for such proposal, to determine the “Adjusted
Guaranteed Rent Amount” for such proposal. The “Guaranteed Rent Adjustment Factor” is an adjustment factor intended to reflect any concerns that the evaluator may have with respect to the certainty of payment of the Unadjusted Guaranteed Rent Amount, taking into account (1) the evaluator’s assessment of the viability of the prospective tenant’s business plan, (2) the evaluator’s assessment of the creditworthiness of the prospective tenant (or any proposed guarantor) and (3) any security deposits and/or letters of credit that will be required (as set forth in the applicable RFP). The Guaranteed Rent Adjustment Factor may be as high as 1.00 (which means the evaluator has no uncertainty about the Unadjusted Guaranteed Rent Amount being received by MTA) and as low as 0.50 (which means the evaluator has great uncertainty about the Unadjusted Guaranteed Rent Amount being received by MTA), provided that if a proposal includes commercially unreasonable back loading of rent then the adjustment factor may be as low as zero to protect MTA’s interests.

Third: Take the Unadjusted Percentage Rent Amount for each proposal, as determined by the Technical Consultants. The “Unadjusted Percentage Rent Amount” for any proposal is the present value of the projected percentage rent as set forth in the proposal, discounted to the first day of the lease term using a discount rate of six percent.

Fourth: Determine the Percentage Rent Adjustment Factor for each proposal and multiply it by the Unadjusted Percentage Rent Amount for such proposal to determine the “Adjusted Percentage Rent Amount” for such proposal. The “Percentage Rent Adjustment Factor” is an adjustment factor intended to reflect the evaluator’s assessment of the likelihood of percentage rent being received. The Percentage Rent Adjustment Factor may be as high as 0.50 (which means the evaluator has no uncertainty about the Unadjusted Percentage Rent Amount being received by MTA) and as low as zero (which means the evaluator has great uncertainty about the Unadjusted Percentage Rent Amount being received by MTA).

Fifth: Add the Adjusted Guaranteed Rent Amount for each proposal to the Adjusted Percentage Rent Amount for such proposal to determine the “Adjusted Total Rent Amount” for such proposal.

Sixth: Award the proposal with the highest Adjusted Total Rent Amount (the “Highest Adjusted Total Rent Amount”) seventy (70) points for the Selection Criterion A score.

Seventh: Calculate the Selection Criterion A score for each of the other proposals by multiplying seventy times (70x) a fraction, the numerator of which is such proposal’s Adjusted Total Rent Amount and the denominator of which is the Highest Adjusted Total Rent Amount.

Selection Criterion B: Indirect Benefit to the MTA (Maximum 30 Points).

Each evaluator shall determine the likelihood that each prospective tenant will support the elements of the Objective not directly reflected in Selection Criteria A by attracting other desirable prospective tenants to GCT, and/or customers for other current or prospective tenants at GCT. The Selection Criterion B score shall range from thirty (30) (which means that the evaluator believes that the prospective tenant will have an extremely significant positive effect on the elements of the Objective not directly reflected in Selection Criterion A) to zero (which means that the evaluator believes that the prospective tenant will have no positive effect on the elements of the Objective that are not directly reflected in Selection Criterion A).
Total Selection Criterion Score

The total Selection Criteria score (the “Total Selection Criteria Score”) for each proposal shall be the sum of that proposal's Selection Criterion A score plus that proposal's Selection Criterion B score.

PROCEDURES FOR EVALUATION OF PROPOSALS

Step 1: Technical Evaluation by Consultants

All proposals received from prospective tenants shall be independently evaluated by CBRE and Jones Lang LaSalle or such other outside consultants as may from time to time be retained by the MTA to provide leasing and retail property management services at GCT (the “Technical Consultants”).

Each Technical Consultant shall provide the Director of Real Estate Transactions and Operations with an independent technical evaluation (a “Technical Evaluation”) of each such proposal.

If either Technical Consultant considers that a proposal is non-responsive, such Technical Consultant shall promptly raise that issue with the Director of Real Estate Transactions and Operations and the Director of Real Estate Transactions and Operations shall undertake the responsiveness review in Step 2 for such proposal. If after such responsiveness review (and any corrective steps permitted in Step 2) the Director of Real Estate Transactions and Operations determines that such proposal is not responsive, such proposal shall be disqualified and no further technical evaluation shall be performed.

Each Technical Evaluation of each proposal shall include:

(i) responsiveness to the RFP;

(ii) a calculation of the Unadjusted Guaranteed Rent Amount;

(iii) a calculation of the Unadjusted Percentage Rent Amount;

(iv) a description of any known adverse prior experience (such as arrears, delinquent payments, and failure to comply with lease or license terms) pertaining to business relationships of the prospective tenant or any Affiliate of the prospective tenant (as such term is described below), after due inquiry into the GCT leasing records and the records of the RED’s Tenant Management Unit;

(v) any other matters relating to the responsibility of the proposer;

(vi) an assessment of the viability of the prospective tenant’s business plan (taking into account, as appropriate, the prospective tenant’s concept, capabilities and past experience), the creditworthiness of the prospective tenant (or any proposed guarantor) and any security deposits and/or letters of credit that will be required (as set forth in the applicable RFP);

(vii) an assessment of the likelihood of receiving any proposed percentage rent; and

(viii) an assessment of the likelihood that the prospective tenant will indirectly further the Objective, by attracting other desirable prospective tenants to GCT, and/or customers for other current or prospective tenants at GCT.
Step 2: Determination of Responsiveness

The second step after receipt of proposals shall be a determination of responsiveness by the Director of Real Estate Transactions and Operations using the standard criteria set forth in the General Policies and Procedures (including such prospective tenant’s failure to provide all completed forms, supplemental information and signatures required by the applicable RFP). A proposal received in response to an RFP should be deemed to be “not responsive” (and thus disqualified and eliminated from further consideration by the Director of Real Estate Transactions and Operations) if such proposal (a) contemplates uses that such RFP identified as prohibited uses or (b) fails to provide for uses that such RFP identified as mandatory uses. A prospective tenant may not be disqualified by reason of such prospective tenant having proposed uses that the RFP identified as merely “disfavored” or by reason of having failed to propose uses that the RFP identified as merely “preferred” (although that may properly be taken into account in scoring proposals, as described above under the heading “Selection Criterion B”). If the Director of Real Estate Transactions and Operations determines that it is in MTA’s best interests to permit a proposer to modify its proposal after the due date to correct deficiencies that would otherwise cause it to be determined to be non-responsive, such proposer shall be afforded such opportunity.

In making the foregoing determination, the Director of Real Estate Transactions and Operations may rely on the Technical Evaluations.

Step 3: Initial Determination of Responsibility

The third step is an initial determination of responsibility by the Director of Real Estate Transactions and Operations. The Director of Real Estate Transactions and Operations may determine that a prospective tenant is not responsible for any reason contemplated by the General Policies and Procedures (including unsuitability due to a record of criminality, lack of integrity, violations of the Procurement Lobbying Law (State Finance Law §§ 139-j and 139-k)). A prospective tenant should be deemed “not responsible” (and thus disqualified and eliminated from consideration by the Director of Real Estate Transactions and Operations) if (a) such prospective tenant, or any Affiliate of such prospective tenant, owes, by reason of an amount due not more than five years prior to the date of the RFP, in excess of $10,000 to the MTA, (b) such amount is not (in the view of the MTA Legal Department) the subject of a bona fide dispute and (c) such amount has remained unpaid for more than 90 days; provided, however, that before disqualifying any prospective tenant by reason of any such non-payment, the Director of Real Estate Transactions and Operations must provide written notice of such non-payment to such prospective tenant and afford such prospective tenant a period of not less than 30 days to pay the amount that remains unpaid. Late payment, as opposed to non-payment, shall not constitute grounds for disqualification of an otherwise responsible prospective tenant (although it may be considered in scoring proposals, as described above under the heading “Selection Criterion A”). If a proposer is deemed to be not responsible, no further consideration of that proposal will be undertaken.

“Affiliate” of a prospective tenant means any entity that (a) controls or owns more than a 30% equity interest in such prospective tenant or (b) is controlled by, or more than a 30% equity interest in which is owned by or for the benefit of, either (i) such prospective tenant 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 prospective tenant.

In making the foregoing determination, the Director of Real Estate Transactions and Operations may rely on the Technical Evaluations.
Step 4: Evaluation by the Director of Real Estate Transactions and Operations

The Director of Real Estate Transactions and Operations shall thereafter complete his/her written evaluation of all responsive proposals received from responsible prospective tenants based on the Selection Criteria, using both the numerical scoring and comment sections of an evaluation and scoring form substantially in the form attached hereto as Appendix A (the “Evaluation Form”). In completing such Evaluation Form, the Director of Real Estate Transactions and Operations must exercise his/her own best independent judgment considering the Technical Evaluations.

If the proposal with the highest Total Selection Criteria Score is also the proposal with the highest Unadjusted Guaranteed Rent Amount, then a Staff Summary recommending award of the lease to such proposer may be submitted to the Board for approval without convening a selection committee. However, if the proposal with the highest Total Selection Criteria Score is not the proposal with the highest Unadjusted Guaranteed Rent Amount or if two proposals provide for the same highest Unadjusted Guaranteed Rent Amount, then the Director of Real Estate Transactions and Operations must convene a selection committee (the “Selection Committee”) consisting of the Director of Real Estate Transactions and Operations or his or her designee and the Director of Business Development or his or her designee.

Step 5: Evaluation by Selection Committee, If Necessary

If a Selection Committee is required, the members of the Selection Committee shall be furnished with the Technical Evaluations. Each Selection Committee member other than the Director of Real Estate Transactions and Operations shall complete his/her written evaluation of all responsive proposals received from responsible prospective tenants based on the Selection Criteria, using both the numerical scoring and comment sections of the Evaluation Form. In completing such Evaluation Form, each such Selection Committee member must exercise his/her own best independent judgment taking into account the Technical Evaluation.

A meeting of the Selection Committee shall thereafter convene. At such meeting, the members of the Selection Committee may properly discuss the applicable proposals among themselves and/or with the Consultants. After such discussion is completed, each of the three members may prepare supplemental Evaluation Forms taking into account any such consultation and discussion. Each supplemental Evaluation Form shall include a narrative explanation for the basis of any scoring changes from the scoring in that Selection Committee member’s original Evaluation Form. The Total Selection Criteria Score on the three final Evaluation Forms (which will be the original Evaluation Form for each Selection Committee member who does not submit a supplemental Evaluation Form; and shall be the supplemental Evaluation Forms for the other Selection Committee members) shall be added together and the proposals ranked based on such aggregate scoring.

Step 6: Determination of Whether to Present Recommendation to the Board

The Director of Real Estate Transactions and Operations may (at any time after an RFP is issued) determine, subject to the approval of the Deputy Executive Director of Administration, that it is in the best interest of the MTA to reject all proposals because the process did not yield sufficiently advantageous proposals, if the Director of Real Estate Transactions and Operations believes that issuing a new RFP would materially further the Objective, or because it has been determined, since the applicable RFP was issued, that the applicable space is better utilized for a non-commercial purpose, in which case the Director of Real Estate Transactions and Operations shall so report to the Board’s Committee on Capital Construction, Planning & Real Estate. Otherwise,
the Director of Real Estate Transactions and Operations shall make a final determination of responsibility with respect to the prospective tenant with the highest Total Selection Criteria Score, based on any new information received after the initial determination of responsibility, and if such prospective tenant continues to be responsible the Director of Real Estate Transactions and Operations shall submit to the Board a Staff Summary requesting authorization to enter into a lease with such prospective tenant. If such recommended prospective tenant is not the proposer with the highest Unadjusted Guaranteed Rent Amount, then such Staff Summary must include a reasonably detailed explanation of the factors that the Selection Committee considered in recommending such proposal.
APPENDIX A

GRAND CENTRAL TERMINAL RETAIL LEASING EVALUATION SHEET

Space: ______________________________________________________________________
Evaluator: ____________________________________________________________________
Date: _______________________________________________________________________

<table>
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<tr>
<th>Scoring</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
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<tr>
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<td>Guaranteed Rent Amount</td>
<td>Unadjusted Percent</td>
<td>Adjusted Percent</td>
<td>Adjusted Rent Amount</td>
<td>Selection Criterion A</td>
<td>Selection Criterion B</td>
<td>Total Score</td>
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* Guaranteed Rent Adjustment Factor: from 1.00 (no uncertainty about A) to as low as 0.50 (great uncertainty about A); however, may be as low as 0.00 per guidelines

** Percentage Rent Adjustment Factor: as high as 0.50 (no uncertainty about D) to as low as zero (great uncertainty about D)

*** Selection Criterion A Score: 70 multiplied by the ratio of the Adjusted Total Rent Amount for the proposer to the highest Adjusted Total Rent Amount (from column G)

PROPOSER 1

Space: ______________________________________________________________________
Evaluator: ____________________________________________________________________
Date: _______________________________________________________________________

Guaranteed Rent Adjustment Factor and explanation of why awarded:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Percentage Rent Adjustment Factor and explanation of why awarded:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Selection Criterion B Score and explanation of why awarded:
____________________________________________________________________________
____________________________________________________________________________
PROPOSER 2

Space: ____________________________________________________________
Evaluator: _________________________________________________________
Date: _____________________________________________________________

Guaranteed Rent Adjustment Factor and explanation of why awarded:
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

Percentage Rent Adjustment Factor and explanation of why awarded:
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Selection Criterion B Score and explanation of why awarded:
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

PROPOSER 3

Space: ____________________________________________________________
Evaluator: _________________________________________________________
Date: _____________________________________________________________

Guaranteed Rent Adjustment Factor and explanation of why awarded:
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

Percentage Rent Adjustment Factor and explanation of why awarded:
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Selection Criterion B Score and explanation of why awarded:
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
APPENDIX B

Supplemental Guidelines Specific to This Offering Regarding Evaluation of Combinations of Proposals

The MTA intends to adopt the proposal or combination of proposals for Spaces A, B, C and D that, in the MTA’s judgment, will (singly or collectively) best further the MTA’s objective of maximizing the long-term aggregate revenues derived from the commercial space at Grand Central, taken as a whole, while making available an appropriate mix of food and beverage selections and maintaining a level of quality commensurate with Grand Central’s status as a National Historic Landmark and one of New York City’s greatest public spaces.

Specifically, this means that if one or more proposals are received for Option 1 (Spaces A, B and D only) and one or more proposals are received for Option 3 (Space C only) these proposals shall be evaluated on a combined basis as follows:

- First, proposals for Option 1 will be evaluated as a group in accordance with the Guidelines, and the proposal with the highest Total Selection Criterion Score will be determined.

- Second, proposals for Option 3 will be evaluated as a group in accordance with the Guidelines, and the proposal with the highest Total Selection Criterion Score will be determined.

- Third, the Option 1 proposal with the highest Total Selection Criterion Score will be combined with the Alternative 3 proposal with the highest Total Selection Criterion Score (the “Combined Proposal”). The Combined Proposal shall be evaluated as single proposal in comparison to the Option 2 proposals in accordance with the Guidelines. This means that the Combined Proposal shall be evaluated and given a single score for Selection Criterion A (Direct Economic Benefit to the MTA) and a single score for Selection Criterion B (Indirect Benefit to the MTA). In this evaluation, the Criterion B score for the Combined Proposal shall not be an aggregation or average the Criterion B score determined in the first and second steps above; it shall be determined anew based on the combination of the proposals.
APPENDIX C

Grand Central Terminal Retail Design Criteria

VANDERBILT HALL & SHUTTLE PASSAGE RESTAURANT/CAFE

These Design Criteria are to preserve, enhance and respect the existing and Historic character of the Terminal. Grand Central Terminal’s Vanderbilt Hall is comprised of more than 12,000 square feet and is located off the main entrance of 42nd Street, directly south of the Main Concourse. The Lease Outline Drawings and the Construction Documents will provide necessary information describing the major historic and architectural characteristics as well as the constraints of each area. MTA approval will be required for all designs, in accordance with the Tenant Submission Requirements referenced in this document. Separate approval by the State Historic Preservation Office (“SHPO”) must be obtained and a courtesy submission to Landmarks will be required.

All back-of-the-house functions and work zone areas will be located in adjacent non-historic auxiliary spaces. For restaurants, all cooking, dishwashing, and the majority of the food preparation and storage must be done in these auxiliary spaces.

Floors: Flooring is to remain comprised of Tennessee marble. Any portion of floor that is disturbed must be replaced with the same material, color, pattern and finish. Any remediation to the floor must be approved by the MTA.

Walls: The walls are comprised of Bottocino marble and Caen stone. All walls are designated Landmarked surfaces and may not be altered. Penetrations are not permitted into existing walls.

Ceilings: The Historic ceiling in Vanderbilt Hall is 52'-9” from the finish floor and may not be altered by Tenant. Ceilings in auxiliary spaces are the responsibility of the Tenant and must conform to any specific requirements outlined in the Lease Outline Drawings.

Counters, Displays, Furnishings & Seating: All new fixtures/furniture shall be set off the existing walls as much as possible. Any fixtures/furniture that may come in contact with the walls must protect the walls and must receive MTA’s approval. All merchandising/seating plans and elevations must be reviewed and approved by the MTA.

Displays, service stations, banquettes, and glass dividers may not be greater than 6'-0” in height above existing floor.

Bottle displays, glass racks, decorative ornamentation, etc. may be no higher than 6'-0” above the existing floor.

Lighting: General lighting exists throughout the historic spaces listed in the offering. Any supplementary lighting by the Tenant will be incorporated into or supported by the Tenant’s fixtures and will not exceed 8’-0” in height above the existing floor. No fluorescent light sources may be used in any of the historic space. Fluorescent lighting may be used in workspaces if it is shielded from the public view and color corrected. All lighting must be 3000k color temperature and subject to MTA’s approval.
**Signage:**

**REQUIRED IDENTIFYING SIGN:**

A floor supported sign will be permitted at each public entrance (Vanderbilt Hall and Shuttle Passage) to the spaces. A free-standing element sign may incorporate a lockable menu case. Maximum size for this sign will be 2’-0” on a side by 5’-0” high. The attachment of signs is not generally permitted on the building's historic surfaces, so once approved by both the MTA and SHPO, one (1) blade sign no larger than 2’-0” long will be permitted at a to be determined location along the Shuttle Passage. Gobo light fixtures for signage are permitted but must be sensitive to the Terminal's architecture. Letter size for signage must be appropriately sized and in keeping with the characteristic of the Terminal. All signage must be compatible to and in keeping with the Terminal's other signs located in the Main Concourse.

**Optional Sign(s):**

A self-supporting menu case may be permitted at each entrance in a location specified by the MTA.

Easel signs may be placed anywhere within the Premises.

Fabric signs, canopies with signage or any other signage type must be reviewed and approved by the MTA.

Signage painted on existing marble is not permitted.

**Wiring:**

All wiring in the Terminal will be Low Smoke Zero Halogen cable.

**Miscellaneous Systems:**

Supplemental HVAC, Music, Public Address, etc. are permitted. All systems are subject to MTA review and approval.

**General Design Requirements:**

The tenant will be required to comply with the architectural design criteria that are generally applicable to leased space at the Terminal, copies of which are available at: [http://www.grandcentralterminal.com/designcriteria/](http://www.grandcentralterminal.com/designcriteria/)

**Build-out/Renovation:**

The tenant will be required to perform at its sole cost and expense a complete build-out/renovation of the Premises in accordance with such design guidelines and subject to review by MTA and MTA Metro-North Railroad. Separate approval by New York State SHPO must be obtained and a courtesy submission to New York City Landmarks Preservation Commission will be required.

**Permitted Materials:**

Please reference Section III - General Criteria for historic and permissible materials guidelines.